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# Ghana Education Decentralization Project (GEDP)

# Procurement Guidelines for the National Council for Curriculum and Assessment

## April 2012

GEDP

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**Ghana Education Decentralization Project (GEDP)**

# Procurement Guidelines for the National Council for Curriculum and Assessment

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## Definitions

The terms used in this Manual have the following meanings assigned to them.

| WORD OR TERM | DEFINITION/DESCRIPTION |
|---|---|
| Head of Procurement Entity | The Executive Director/Chief Inspector of Schools/Executive Secretary/Registrar. |
| Asset Disposal | The formal process of disposal of assets, which are no longer of economic use to a Procurement Entity. |
| Authorised Person | Any person who has been granted the power to authorise a transaction or otherwise financially commit the autonomous body. |
| Code of Ethics | A statement of the standards of practice and conduct to be followed by all public officials of Government owned organisations in procurement activities. |
| Donor Partner | An International Financing Institution (such as the World Bank or African Development Bank) providing external funds to the Government |
| Procurement Entity | A Ministry, Department, Agency, Public Corporation, or State owned Corporation with responsibility to undertake procurement using Government funds. The National Council for Curriculum and Assessment for example. |
| Evaluation Panel | A panel established by the Tender Committee of the Entity to undertake evaluation and ranking of tenders, proposals and quotations for procurement. |
| INCOTERMS | A set of internationally accepted definitions of trade terms (e.g. Carriage Insurance and Freight, Carriage and Insurance Paid and Free On Board) issued by the International Chamber of Commerce. |
| Originating Officer | An officer of the Department [Entity] having formal authority to initiate a procurement process. Same as Initiating Officer. |
| Procurement | The formal process of acquisition of goods works or services. |
| Purchasing Officer | An officer of the Procurement Entity having formal authority to undertake procurement activity. |
| Purchasing Department | National Council for Curriculum and Assessment - the Entity that undertakes all technical procurement activities. |
| Request for Proposals | The term commonly used for tender documents in the procurement of consultancy services. |
| Request for Quotations | A simple procurement procedure for the purchase of low value goods, works and simple non-consultancy services. |
| Tender Committee | A general term covering authorised Committee, which approves procurement plans, awards contracts, and makes decisions connected with contract award, among others. All entities are expected to set up one. |
| Tender Opening Committee | Committee established by a Tender Committee to conduct the opening of tenders for procurement. |
| Regulatory bodies under Act 778 | National Inspectorate Board, National Teaching Council and National Council for Curriculum and Assessment |
| Procurement Guideline | Document that spells out step by step operationalization of Act 663 |

# 1 Introduction

The Government of Ghana enacted the Public Procurement Act, 2003, (Act 663) in December 2003. The Act became effective on 31st August 2004 and therefore public procurement in Ghana became subject to the Act and its implementing Regulations and Administrative Instructions. The Act and Regulations provide the general rules governing procurement in the public sector of the economy. This Manual provides guidelines and step-by-step processes to assist the National Council for Curriculum and Assessment under Act 778 to undertake procurement activities in accordance with the Public Procurement Law 2003, Act 663.

'Procurement' is the formal process of acquiring goods, works or services. The process spans the whole cycle from identification of needs, through to the end of a services contract or the end of the useful life of an acquired asset.

## 1.1 Objectives of the Manual

This Manual details the standards and procedures to be followed in the procurement of goods, works or services for the National Council for Curriculum and Assessment. These standards, policies and procedures are designed to:

- Provide uniform procedures for the procurement of goods, works or services and for asset disposal;
- Ensure transparency and accountability in all operations and consistency with the guidelines for donors partners, where necessary;
- Ensure the application of the provisions of Act 663 and Regulations under that Act; and
- Promote the application of best procurement practices and value for money.

The policies, procedures and practices specified in this Manual are meant to provide instructions and guidance to the National Council for Curriculum and Assessment and officers authorised to deal with procurement in the Entity. Thus the National Council for Curriculum and Assessment has the responsibility of expending and accounting for all resources using procurement procedures under the law. All Units delegated by the National Council for Curriculum and Assessment to apply funds of the National Council for Curriculum and Assessment for the purpose of procurement are required to follow these procedures.

The Manual therefore governs without exception, all procurement activities of the National Council for Curriculum and Assessment except those that are specifically exempted under the Manual.

This Manual is based primarily on provisions and the spirit of the Public Procurement Act 2003, Act 663; the Financial Administration Act 2003; and the Internal Audit Agency Act 2003, Act 658.

The Manual may be amended from time to time to include new and improved procedures, which simplify the procurement process and help to accomplish the objectives of the National Council for Curriculum and Assessment.

# 2 General Procurement Principles and Guidelines

## 2.1 Public Procurement Principles

The overall objective of the public procurement system is to provide value for money in the public sector by ensuring that public funds are spent in a transparent, economic, efficient and fair manner.

This Manual incorporates policy provisions and procedures to promote transparency, accountability and ethics in the operation, management and reporting of procurement and asset disposal. All officers shall apply these policies and procedures, using their best professional judgement.

## 2.2 Transparency, Accountability, and Ethics

The procurement system must ensure value for money in the procurement of goods, services and works. The National Council for Curriculum and Assessment is entrusted with public funds to provide services to the public; the use of public money must therefore be conducted in a transparent and open manner, allowing stakeholders and the general public access to information on procurement actions by the stakeholders. Furthermore, the rules governing public procurement must be readily available to all interested parties.

The Manual requires that:

- All officials and practitioners in procurement shall be held accountable and responsible for their actions;
- All suppliers, contractors and consultants will be treated fairly and given equal opportunity to obtain contracts with the National Council for Curriculum and Assessment;
- Procurement shall be done in the most efficient manner, upholding the principles of ‘ value for money’, transparency and fairness;
- Funds will be used solely for the purposes for which they have been earmarked;
- Appropriate procedures of the Government or of the donor partners are applied;
- All transactions are properly authorised and fully supported by written records; and
- An appropriate Code of Ethics is followed by all officials and staff involved in the procurement process.

## 2.3 Reporting

The National Council for Curriculum and Assessment officials have a duty to report any unethical and/or gender insensitive conduct by a colleague, a tenderer or a supplier to their superiors or to the auditors. Thus, Department officials must ensure all procurement activities and procedures (such as awarding of contracts; tender advertisements and radio announcements; and selection of Committee/Panel/Board members) are gender sensitive.

### 2.3.1 Examples of Unethical Conduct

The following are examples of the type of conduct prohibited by the Code of Ethics:

- Revealing confidential or “inside information” either directly or indirectly to any tenderer or prospective tenderer;
- Discussing particular procurement with any tenderer or prospective tenderer outside the official rules and procedures for conducting procurements;
- Favouring or discriminating against any tenderer or prospective tenderer in the drafting of technical specifications or standards or the evaluation of tenders;
- Destroying, damaging, hiding, removing, or improperly changing material/information in any official procurement document;
- Accepting or requesting money, travel, meals, entertainment, gifts, favours (physical and material), unauthorised, discounts or anything of material value from tenderer or prospective tenderers;
- Discussing or accepting future employment with a tenderer or prospective tenderer;

- Requesting or assisting any person participating in a procurement activity to violate the public procurement rules or procedures;
- Ignoring evidence that the Code of Ethics has been violated by a member of the Tender Committee, Public Official or other employee or representative of National Council for Curriculum and Assessment;
- Ignoring illegal or unethical activity by tenderers or prospective tenderers, including any offer of personal inducements or rewards.

### 2.4 Obligations of officials of the Department

The guiding principles of ethical behaviour are impartiality, independence and integrity. Ethical behaviour must be promoted and supported by appropriate internal systems and procedures, but systems and strict adherence to procedures alone cannot create an ethical and accountable procurement function.

### 2.5 Responsibilities of Officers

**Senior officers** in the Department have responsibility to:

- Provide instructions and guidance to staff, especially where they may be exposed to opportunities for accusations of fraud or corruption;
- Encourage staff to follow ethical and gender sensitive principles and practices and create an environment where transparency and openness are the standard;
- Ensure that all staff comply with instructions and guidelines, including the maintenance of documented records;
- Set appropriate levels of financial delegation, and ensure a proper separation and rotation of duties.

**Junior officers** in a Procurement Entity have responsibility to:

- Follow management instructions and procedural guidelines;
- Be alert to and report any indications of unethical and/or gender insensitivebehaviour;
- Seek guidance from a manager or auditor on any concerns that may arise.

### 2.6 Responsibilities of the Private Sector

The Private Sector is not exempt from responsibility to act ethically and transparently in procurement proceedings with the National Council for Curriculum and Assessment.

### 2.7 Sanctions for Non-compliance with Ethical Standards

Due to the special public trust placed in procurement professionals as custodians of public resources, additional level of rules, compliance obligations and sanctions governing the activities of all officials engaged in procurement regardless of their rank or function will be applied.

Adherence to the provisions of the Act and Regulations by officials is obligatory and failure to do so will be considered an offence subject to sanctions.

Any tenderer, supplier, contractor or consultant who attempts to influence a procurement process, or the administration of a contract by any unfair means will be subject to sanctions. This may include debarment of the company from participation in procurement proceedings with the National Council for Curriculum and Assessment for a period of five years, in addition to any remedies that may be sought in a court of law.

### 2.8 Internal and Independent Monitoring

The National Council for Curriculum and Assessment shall ensure that regular internal monitoring of procurement activity is undertaken in accordance with the principles and provisions of the Law and this Manual, to ensure the overall effectiveness of procurement.

Regular monitoring of procurement in a Procurement Entity will continue to be undertaken by Auditors appointed by the Auditor General and the Internal Audit Agency, but this Manual also

introduces a formal system of routine reporting on procurement activities to the Public Procurement Authority. The Public Procurement Authority will assess issues of professional efficiency and effectiveness in procurement, may call for detailed assessments or explanations of individual procurements, and will issue reports of findings.

### 2.9 Reporting Recommendations

All reports arising from such monitoring activities shall be communicated to the Executive Director for appropriate action. Additionally, independent monitoring and external audit reports may be communicated to the National Council for Curriculum and Assessments. On receipt of a monitoring report, the National Council for Curriculum and Assessment shall take appropriate action to:

- Remedy any adverse findings, weaknesses or anomalies identified in the report;
- Implement recommendations for improvement;
- Impose the specified sanctions on individual officers.

### 2.10 Communication

Communication is essential to the management of relationships with suppliers and other bodies but communications issued by the National Council for Curriculum and Assessment may commit the Entity or bind it to a course of action with legal, contractual or financial implications. Therefore, all procurement correspondence and communication issued by or on behalf of the Executive Director shall be made only by persons authorised in accordance with their duties and responsibilities.

### 2.11 Records Management

Records, both in print or electronic format, are essential for efficient and effective management of activities, these provide evidence in support of decisions and actions taken, and provide an audit trail for verification of transparency, accountability and effectiveness. Efficient records management is essential to ensure effective storage, retrieval and use with due regard to security, integrity and confidentiality.

All officers shall ensure they obtain, retain and maintain appropriate documentation supporting the activities for which they are responsible.

Management staff involved in approval or authorisation shall ensure that all transactions they approve or authorise are backed by appropriate supporting documentation.

### 2.12 Filing System

The National Council for Curriculum and Assessment has general responsibility for maintaining procurement documents and must ensure that complete documentation is maintained in respect of all procurement activities and for contracts and agreements entered into.

Responsibility for the official maintenance of record files, authority to access files, co-ordination of management and follow-up actions must be clearly defined by the Trust to avoid:

- Partial and incomplete records being held by several different departments and individuals;
- Unauthorised access to records; or
- Failure to take any necessary action at the right time.

#### 2.12.1 Procurement Unit Records Management

All documents regarding a particular procurement case shall be kept for audit purposes, future reference and monitoring and control purposes. The recommended filing structure for a record of procurement shall include the following documentation:

- Original Request from Originating Officer
- Correspondence with Originating Officer
- Correspondence with Suppliers/(post-order only)
- Internal Correspondence within Procurement Unit

- Requests for Expressions of Interest
- Tender documents and Specifications/Terms of Reference
- Correspondence with suppliers relating to Tender
- Tenders, Quotations or Pro-forma invoices received
- Tender opening records and minutes
- Record of Tender Securities and release
- Evaluation Report
- Submission to Tender Committee and relevant Minutes of decisions
- Notice of Contract Award and publication
- Contract/Purchase Order and Acknowledgement of receipt
- Delivery Documentation
- Inspection and Acceptance Reports
- After sales warranty and performance claims
- Copy of Record of Commitment of Funds Activity and Expenditure Information Form
- Copy Invoices or Certificates
- Copy Payment Vouchers
- Record of Retentions and release
- Performance Security and release.

### 2.13 Exceptions

This Manual shall apply to all procurement undertaken by the National Board for Curriculum and Assessment except procurement described in the exceptions that follow:

(i) Dues and membership in trade or professional organizations;
(ii) Subscriptions for periodicals;
(iii) Advertisements;
(iv) Postage
(v) Expert witnesses;
(vi) Abstracts of titles for real estate property;
(vii) Title insurance for real estate property;
(viii) Water, sewerage, electrical, telephone, and other utility services where competition is not available
(ix) Copyright materials not available from multiple sources;
(x) Seasonal and recreational service providers;
(xi) Hospitality services and expenses;
(xii) Fees and costs of job-related seminars and training;
(xiii) Travels;
(xiv) Licenses of computer software.

### 2.14 Procurement Numbering System

#### 2.14.1 Purpose

The purpose of the Procurement Numbering system is to ensure that each procurement activity is given a unique identification to assist in the tracking, monitoring and audit of procurement, and in the tracing and maintenance of records and files. The Procurement Number is assigned at the requisition stage and will form the basis for document filing and management information systems.

Procurement Numbers are allocated from a register maintained by a Stores Department, or the Head of the User Department, or Project as appropriate.

Numbers must not be re-used, even if the original procurement is cancelled.

#### 2.14.2 Structure of the Procurement Number

The basic Procurement Number shall identify as a minimum:

- The Procurement Entity, that is, National Council for Curriculum and Assessment
- The Department or Project.
- The Financial Year (e.g. 2011).
- A unique Sequence Number for each requirement.

The Public Procurement Authority Procurement Planning Software provides for a ten (10) -digit number, which may be adopted for use by the National Council for Curriculum and Assessment.

#### 2.14.3 Use of Procurement Numbers

The procurement number must appear on all correspondence and documents related to the procurement.

### 2.15 Standard Tender Documents

Tender documents are used to communicate all the necessary requirements, information and instructions to prospective tenderers for them to be able to submit their tenders. The content and complexity of tender documents varies with the type of procurement, the value and the method of procurement.

Tender documents must describe clearly and accurately the requirements, including the technical specifications, Bill of Quantities or Terms of Reference, the quantities, delivery or performance requirements, the evaluation criteria to be used, the tender procedures and the conditions applicable to any resulting contract.

#### 2.15.1 Standard Tender Documents

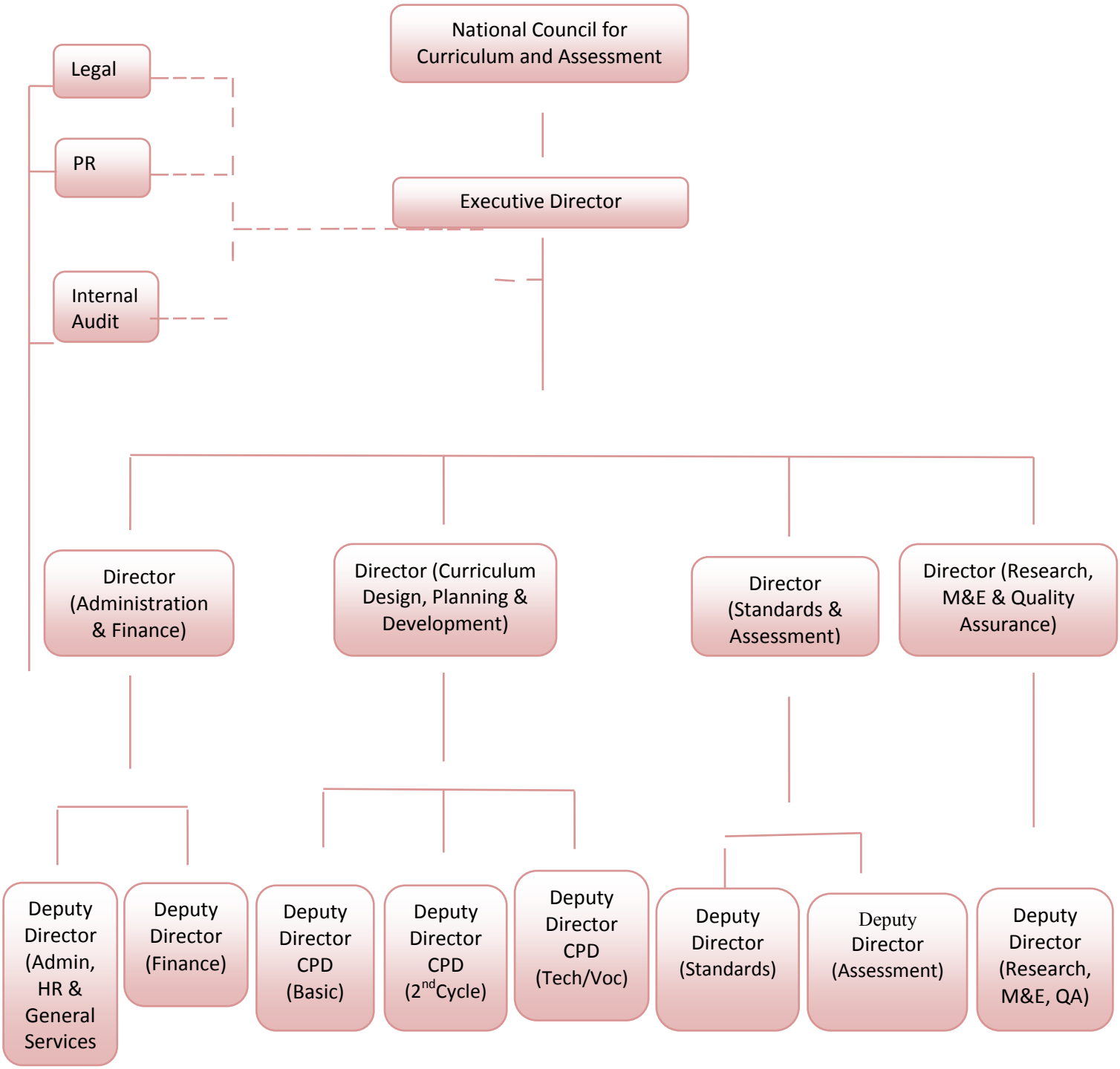
Standard Tender Documents available from the Public Procurement Authority cover most routine requirements, and shall be used wherever practical. Written approval for use of any other format in public procurement must be obtained from the Public Procurement Authority. Procurements funded by and using donor standard tender documents, are specifically excluded from the requirement for this prior approval of formats by the Public Procurement Authority.

#### 2.15.2 Standard Tender Document Formats

The Standard Tender Documents available are identified in Schedule 4 of the Act and will be routinely updated and added to by the Public Procurement Authority. Detailed instructions for use and preparation will be provided in a User Guide with each standard format, and all Standard Tender Documents and User Guides are available from the Public Procurement Authority on electronic media, or may be downloaded from the Public Procurement Authority website (www.ppbghana.org).

# 3 Procurement Structures

## 3.1 Organisational Structure of the National Council for Curriculum and Assessment




### 3.1.1 The Governing Council

The National Council for Curriculum and Assessment has overall responsibility for all procurement activities in the Entity. The Executive Director has direct responsibility under the Governing Council for leadership, guidance and oversight of procurement management. The Executive Director liaises with the Director Finance and Administration to ensure that plans of the Governing Council are properly executed.

#### 3.1.2 Executive Director

The Executive Director [the Head of Entity] has responsibility for efficient operation of the National Council for Curriculum and Assessment under the Governing Council and for ensuring adequate budgetary and administrative support for procurement in the Entity. The Executive Director shall ensure that procurement decisions are made in a corporate manner, and is aware that the Executive Director is held accountable for any procurement decision that may be determined to have been made in a manner that is inconsistent with the provisions of this Manual and ultimately, the Public Procurement Act 2003, Act 663.

#### 3.1.3 Director Finance and Administration

The Director Finance and Administration shall ensure adequate budgetary and administrative support for procurement in the Entity. The Director Finance and Administration has direct responsibility for monitoring compliance with provisions of the Manual as well as ensuring the application of appropriate sanctions stipulated in the Manual.

#### 3.1.4 Procurement Department

The Procurement Unit has responsibility for day-to-day procurement activities; including procurement planning, hands-on activities relating to the application of procurement rules, methods and procedures for procurement of goods, works and services in the Entity. This includes the entire chain of procurement activities from needs assessment by user Units/directorates to delivery of items; completion of works and delivery of products in the case of service contracts; receipt of goods and storage, distribution and monitoring of use.

More specifically, the Procurement Unit shall work closely with beneficiary departments/Units in the performance and processing of their procurement requirements; and assists the Tender Committee and the Executive Director in the performance of their functions, by providing technical support, in collaboration with beneficiary departments/Units; assists in determining procurement needs of department and units, formulation of composite annual work-plans and procurement plans, development of tender documents for approval of the tender committee; tender opening and recording; detailed and adequate record keeping regarding procurement activities; arrangements regarding evaluation and approval of tenders, tender committee approval of award recommendations, procedures for the award of contracts, contract expediting and monitoring the performance of suppliers, contractors and consultants.

Other functions include:

- Disseminating information relating to procurement;
- Liaison with the National Council for Curriculum and Assessment on all matters affecting the Department;
- Publication of contract awards in the Public Procurement Bulletin;
- Making recommendations regarding capacity building and training for ensuring the accomplishment of quality procurement tasks at all levels;
- Making recommendations regarding the use of the National Council for Curriculum and Assessment's facilities for complex assignments; and
- Determining actions required following procurement audits and complaints in collaboration with the internal audit unit and external auditors.

### 3.2 Structures Established under the Public Procurement Act 2003, Act 663

#### 3.2.1 Tender Committee

Tender Committee shall be established by the National Council for Curriculum and Assessment and approved by the Public Procurement Authority (Public Procurement Authority) to perform procurement functions in the National Council for Curriculum and Assessment

### 3.2.2 Meetings of the Tender Committee

The Tender Committee shall meet as and when required by the Executive Director and the notice of meetings shall be given one (1) week to the scheduled date of the meeting.

### 3.2.3 Functions of the Tender Committee

The Tender Committee has the following functions:

i. Review and approve the Entity Procurement Plan to ensure that
It supports the objectives and operations of the National Council for Curriculum and Assessment;
ii. Confirm the range of acceptable costs of items to be procured
and match these with the available funds in the approved budget;
iii. Review the schedules of procurement and specifications and also ensure that the procurement procedures to be followed are in strict conformity with the provisions of this Manual;
iv. Ensure that the threshold requirements are adhered to;
v. Facilitate contract administration and ensure compliance with all reporting requirements;
vi. Ensure that stores and equipment are disposed of in compliance with this Manual;
vii. Based on recommendations of award made to it by evaluation panels, award contracts;
viii. Endorse every intended purchase before implementation; and
ix. Monitor contract implementation to ensure achievement of the set objectives.

The role of the Tender Committee is not to evaluate tenders or open tenders but to approve proposed contract awards or refer the use of exceptional methods of procurement to the Governing Council. The Committee shall also refer to the appropriate Tender Review for approval of any procurement above its approved threshold.

In considering submissions made by the Procurement Unit or the Tender Evaluation Panel, the Tender Committee may:

- Approve a submission;
- Reject a submission with reasons; or
- Approve a submission, subject to clarifications or minor amendments.

The Tender Committee shall not:

- Modify a submission, including, in particular recommendations for contract award; or reject any submission without good and justifiable reason.

Award of contract shall be made solely on the basis of information and evaluation criteria provided in the tender documents or request for proposals, and without recourse to any extrinsic evidence, or influenced by personal or political preferences.

All approvals for award of contract must be within the annual procurement plan for the financial year and the Committee must confirm that sufficient funds are available within the remaining vote balance.

Where any member of the Tender Committee has a conflict of interest in any submission, the member shall declare the interest in the submission, leave the meeting while the matter is considered and shall not participate in the deliberations or decision-making process of the Committee in relation to that submission.

Decisions of the Tender Committee should be unanimous. Where unanimity cannot be achieved after extensive discussions, a decision shall be by simple majority vote with the Chairperson of the Tender Committee having a casting vote in the event of a tie.

The result of the voting shall be recorded in the minutes of the Tender Committee together with an explanation of the failure to reach a unanimous decision.

All decisions of a Tender Committee, including reasons for any rejections, shall be recorded in minutes and notified to the Procurement Unit and the Tender Evaluation Panel in writing.

If a particular procurement exceeds (or is estimated to exceed) the financial authority of the Committee, it must be referred immediately with the Committee's recommendations to the appropriate Tender Review Board, as the case may be, for approval.

The Secretary of the Tender Committee shall record minutes of all Tender Committee meetings, which shall include:

- Register of attendance;
- List of all submissions considered;
- Decision made for each submission, including any major issues discussed,
- Reasons for any rejections and any clarifications or minor amendments to which the approval is related;
- Conflicts of interest declared by members; and
- Dissenting opinions among Tender Committee members.

### 3.3 Tender Evaluation Panels

The Executive Director shall, on the recommendation of the Governing Council, in consultation with the user departments, appoint a technical evaluation panel made up of specialists in the particular field for the evaluation of a proposed contract. The evaluation panel shall be small, not more than five and not less than three, [however, in cases of Request for Quotations two specialists] depending on the complexity of the contract. The membership need not all be in-house. In the performance of its function, a tender evaluation panel shall use only criteria that have been previously determined and published in the tender invitation document.

The evaluation panel shall as much as possible be composed of persons with:

- The procuring department with relevant technical skills; technical user representation; procurement and contracting skills;
- Financial management or analytical skills and /or legal expertise;
- The Procurement Unit shall normally undertake evaluation of low value or routine procurement.

#### 3.3.1 Proceedings of Tender Evaluation Panels

Recommendations for award of contract shall be made solely on the basis of information and evaluation criteria provided in the tender documents or request for proposals, and without recourse to any extrinsic evidence, or influenced by personal or political preferences.

Where any member of the Tender Evaluation Panel has a conflict of interest in any tender evaluation, the member shall declare the interest in the tender, leave the meeting while the matter is considered and shall not participate in the deliberations or decision-making process of the Panel in relation to that submission.

A formal evaluation report shall be prepared for each evaluation conducted and signed by all participating Members of the Panel.

Except in the case of simple price evaluations, scoring of tenders shall be conducted individually and independently by Members of the Tender Evaluation Panel for selection for services and the scores combined to arrive at a recommendation for contract award. Where there are high discrepancies between scores of any individual member and the rest, the panel will investigate the reasons for such scoring and, where necessary, adjusted shall be made. Recommendations of the Tender Evaluation Panel shall be unanimous, but any dissenting views shall be recorded within the evaluation report to be submitted to the Tender Committee.

The Secretary of the Tender Evaluation Panel shall record minutes of all Panel meetings, which shall include:

- A register of attendance; a list of all submissions considered and the recommendations made;
- Any conflicts of interest declared by members; and
- Any dissenting opinions among Tender Evaluation Panel members.

### 3.4 Tender Review Board

The Public Procurement Act provides for the establishment of Tender Review Boards with specified membership and threshold levels.

### 3.5 Originating Departments, Projects or Units

The Originating Officer/Unit is the initiator of requests for procurement or asset disposal action and has responsibility to:

- Ensure that the requirement for procurement is:
  - Justified by the needs of the Unit;
  - Not for goods already available in the Stores;
  - Within the annual procurement plan; and
  - Covered by available funding in the recurrent budget or development plan;
- Prepare the initial specification of the requirement; and
- Prepare a Procurement Requisition.

### 3.6 Stores Departments

Stores Departments are responsible for the following procurement activities:

- Preparation of the annual budget for both unallocated stores;
- Assisting in the preparation of the budget for allocated stores;
- Co-ordination of receipt of goods procedures; and
- Acting as the originating department for purchase of stock items.

### 3.7 Tender Opening Committees

Tender Opening Committees are formed as required by the Tender Committee to conduct and supervise each tender opening session in accordance with the required procedures for tender openings. The Procurement Unit will normally undertake this responsibility for procurements within the financial authority thresholds approved by the Public Procurement Authority.

### 3.8 Takeover Teams

The receipt of all goods, and the validation of work completed for works and services are subject to inspection and verification by an Inspection Team. This includes Initial and Final Takeover inspections for works, and the inspection and receiving teams for goods. Members of these teams should not also be members of the Tender Committee that approved or supervised the procurement process, but include the technical Procurement Unit.

# 4 Procurement Planning

Section 21 of Act 663 requires Procurement Entities to prepare procurement plans for each fiscal year, and prepare quarterly updates for approval by the Tender Committee and the appropriate Tender Review Board. The Governing Council will ensure that this function is performed. The Entity will make its own plans and pass these on the Governing Council for scrutiny.

Planning for procurement eliminates rush orders and results in lower purchase costs and improved service delivery. Such planning must take into consideration the information required along the supply chain from initiation through to on-site delivery on a holistic basis.

Adequate procurement planning and prioritisation of needs by each Procurement Entity is an essential prerequisite to effective purchasing for the following reasons:

- Funding for procurement is unlikely to be sufficient to meet all requirements, and scarce financial resources must be properly channelled to ensure that the priority and essential services of the Entity are met first.
- Effective planning allows requirements to be aggregated into larger purchases at lower unit costs, rather than frequent sourcing of quotations for identical items and issuing many individual Local Purchase Orders.
- Publication of realistic annual procurement plans allows the private sector to respond more effectively to the requirements and specifications of the Entity, through investment in staff and equipment, manufacture and importation of goods and financial planning;
- Structured development of procurement plans is an essential part of the annual budget preparation process and provides a ready checklist for the approval of purchases by Tender Committees and the Governing Council.

The Procurement Unit shall therefore prepare an annual procurement plan showing:

- Contract packages;
- Estimated cost for each package;
- Procurement method;
- Processing steps and
- Processing times, up to completion.

Not later than three months to the end of the fiscal year the Procurement Unit shall submit to the Tender Committee the procurement plan for the following year for approval by the Tender Committee. After budget approval and periodically thereafter, Procurement Unit shall submit an update of the procurement plan to the Tender Committee

A copy of the collated and composite plan shall be submitted to the Governing Council for information.

## 4.1 Determining budget items involving procurement

No contract for goods, works or services and no contract amendment or change order may be approved or executed unless sufficient funds are available for the performance of the contract. Sources of funding for procurement include:

(a) The annual budget of the Governing Council or resolution approved by the Governing Council and

(b) An amendment to the annual budget or resolution approved by the Governing Council.

The Executive Director shall be responsible for determining availability of funds.

### 4.2 Categorisation of procurement into goods, works and services

Determine what is to be procured i.e. identify the Goods and Equipment, Works, and the Consulting Services by category.

### 4.3 Packaging like items together

A package is a collection of tender items that can be given out under one or more contracts. The package may be determined on the basis of: similar items, source of supply, timing, point of delivery, funding arrangements to (parallel or joint financing), institutional capacity, etc.

### 4.4 Determining procurement method

Determine how the contract packages are to be procured i.e. the procurement method. Note that the procurement method will define the procurement process and therefore the timing of the transactions. The main determinate of the procurement method is the estimated cost of the contract package. However, other factors such as time of delivery, availability of the goods or expertise, etc may determine the method to use

For each package and procurement method to determine the start and finish dates of the various activities in the procurement process.

### 4.5 Determining responsibility

Assign responsibility for execution of each procurement action.

### 4.6 Determining dates for each activity

Determine when each package is to be procured. For each package and its procurement method, determine the start and finish dates for the various activities in the procurement process.

Prepare a bar chart or action plan to monitor the progress of the procurement function.

# 5 Procurement Of Goods

## 5.1 Definition of Goods

Goods means objects of every kind and description including raw materials, products and equipment and objects in solid, liquid or gaseous form, and electricity, as well as services incidental to the supply of the goods if the value of those incidental services do not exceed that of the goods themselves.

## 5.2 Procurement Methods

The procurement methods that can be used for the procurement of Goods are:

- International Competitive Tendering
- National Competitive Tendering
- Two-Stage Tendering (National or International)
- Restricted Tendering (National or International)
- Single Source (Direct Procurement)
- Request for Quotations

Competitive tendering using International Competitive Tendering or National Competitive Tendering is the preferred method for government procurement and the use of alternative methods is strictly limited to the provisions of Part IV of Act 663. Procurement requirements of the National Council for Curriculum and Assessment are relatively small and therefore, International Competitive Tendering and Two-stage Tendering may not be required. These are therefore not discussed under this draft manual.

### 5.2.1 National Competitive Tendering

National Competitive Tendering is appropriate for lower value procurements, where the goods by their nature or scope are unlikely to attract foreign competition, or where there are justifiable reasons for the National Council for Curriculum and Assessment to restrict tendering to domestic suppliers. Act 663 permits the use of National Competitive Tendering for procurement of goods valued at the thresholds stated in the Schedule to this Manual.

### 5.2.2 Restricted Tendering

Restricted Tendering is a tendering process by direct invitation to a shortlist of pre-qualified, pre-registered or known suppliers, and is subject to a specific approval being granted by the Public Procurement Authority:

It is an appropriate method of procurement where:

The requirement is of a specialised nature or has requirements of public safety, or public security which make an open competitive tender impossible;

- Due to the urgent nature of the requirement, an open competitive tender is not practical;
- The number of potential suppliers is limited; or
- An open competitive tender has failed to bring an award of contract.

### 5.2.3 **Single Source**Error! Bookmark not defined.

Single source procurement from a supplier without competition (direct procurement) is subject to a specific approval being granted by the Public Procurement Authority.

Single source procurement may be appropriate when:

- The purchase is for urgently needed products, provided this is restricted to the minimum quantity to meet the urgent need until a purchase by other methods can be fulfilled; or
- The requirement can only be supplied by one source for physical, technical or policy reasons, e.g. the required equipment is proprietary and obtainable only from one source.

### 5.2.4 Request for Quotations

This is also known as "shopping" and is based on comparing price quotations obtained from several suppliers, usually **at least** three, to ensure competitive prices.

Request for Quotations may be used when:

- The estimated value is less than the threshold specified in Schedule 3 of the Act; and/or there is an established market for readily available goods that are not specifically produced or provided to the particular specifications of the Procurement Entity.

Standard Request for Quotations documents are particularly suitable for procuring readily available off-the-shelf goods or standard specification items of low value. For urgent higher value or more complex requirements, a more appropriate Standard Tender Document and contract format should be used to protect the Entity.

## 5.3 Specification of Requirement

The description of goods to be procured shall contain or be accompanied by a complete, precise and unambiguous description of the goods required. This description shall include, where appropriate:

- A list of goods and the quantities required, including any incidental services such as delivery, installation, commissioning, maintenance, repair, user training, the provision of spares and after-sales services; and drawings where necessary for detailed specification.

Specifications shall include, where appropriate:

- The purpose and objectives of the goods;
- A full description of the requirement;
- A functional description of the goods, including any environmental or safety features;
- Performance parameters, including outputs and any indicators or criteria by which satisfactory performance can be judged;
- Process and materials descriptions;
- Dimensions, symbols, terminology language, packaging, marking and labelling requirements;
- Inspection and testing requirements; and
- Any applicable national or international standards required.

## 5.4 Tendering Procedures

### 5.4.1 Tender Document

A Tender Document is the set of documents issued by Procurement Entity, which establishes the goods required (technical specifications), the procurement procedures to be followed, and specifies the proposed contract conditions. It should contain all information necessary to allow the tenderer to prepare a responsive tender or quotation.

The Tender Document must contain information to:

- Instruct tenderers on the procedure for submission of tenders;
- Describe the goods to be procured;
- Inform tenderers of the criteria for evaluation of tenders; and
- Define the conditions of any resulting contract.

### 5.4.2 Standard Tender Documents

Use of a Standard Tender Document (Standard Tender Document) format, as defined in Schedule 4 of Act 663, is **mandatory** for all procurement of goods funded by the National Council for Curriculum and Assessment and their departments and units, unless the Public Procurement Authority has specifically approved an alternative format

### 5.4.3 Preparation of Tender Document

Upon receipt of a procurement requisition and confirmation of availability of funds, the purchaser should prepare an operational schedule and proceed with procurement action to ensure delivery in a timely manner.

The Tender Document is prepared by completing the appropriate Standard Tender Document (Standard Tender Document) format issued by the Public Procurement Authority, in accordance with the detailed instructions contained in the document.

### 5.4.4 Invitation Advertisements for Competitive Tenders (National Competitive Tendering)

Publication of the advertisement must allow sufficient time before the deadline (or closing date and time of the tender) to enable prospective tenderers obtain the tender documents and to prepare and submit the tender. The period allowed should not exceed four [4] weeks for National Competitive Tendering following the date of the first advertisement, but longer periods may be necessary for more complex requirements.

Procurement Entities must be careful to also allow for the time between submission of the advertisement to the press and the time the advertisements are actually published.

Advertisements for National Competitive Tendering shall be published:

- In the Public Procurement Bulletin and the Public Procurement Authority website; and at least once in two local daily newspapers of wide circulation in Ghana,

For International Competitive Tendering:

- Publication in international newspapers or journals is also required in addition to the requirement for National Competitive Tendering.

### 5.4.5 Contents of the Advertisement

The information contained in the advertisement must correspond to the information in the Tender Document and in particular, the relevant information in the Tender Data Sheet. The advertisement should include as minimum, brief information on:

- The source of funding;
- The goods to be procured;
- Any qualification requirements for Tenderers (e.g. a requirement for a minimum level of experience in the subject of the procurement);
- The procedure for obtaining the Tender Document;
- The place and deadline for submission of tenders;
- The fee to be paid for the Tender Documents. [This must reflect only the cost of printing the document];
- The value of Tender Security required.

### 5.4.6 Sale of Tender Documents for Competitive Tenders

The sale of tender documents for competitive tenders will be co-ordinated by the Procurement Unit. The price charged for the documents must reflect only the cost of printing the tender documents.

The National Council for Curriculum and Assessment must ensure that tender documents are available for sale before publication of the invitation. If the stock of tender documents is exhausted, immediate action to print additional copies shall be initiated. It is an offence to deny a prospective tenderer the opportunity to purchase a tender document, and failure to provide a tender document for inspection or purchase by a potential tenderer may constitute grounds for complaint under Part VII of the Act.

**Action:**

- Prospective tenderers should be allowed to briefly inspect the Tender Document, if they so request, before committing to purchase of the document.
- Record the name and address of each purchaser of the Tender Document in a register.
- Fees received from the sale of Tender Documents must be recorded and the income deposited in the approved account. A formal receipt must be issued to the purchaser.
- If the Tender is subject to conformity with a sample or samples, obtain written acknowledgement from the tenderer that the sample or samples have been inspected.

### 5.5 Issue of Invitations for Restricted Tender

The Tender Document for a Restricted Tender must be issued to all short-listed Tenderers simultaneously, either by registered post, or by hand in return for a written receipt.

**Action:**

- Prepare the Tender Document together with a personalised Letter of Invitation for each short-listed Tenderer.
- Send the invitation by registered post to all short-listed Tenderers, or deliver by hand and obtain a written receipt.
- If the Tender is subject to conformity with a sample or samples, obtain written acknowledgement from the Tenderer that the sample or samples have been inspected.

### 5.6 Issue of Requests for Quotations

The procedure for issue of Requests for Quotations to short-listed Tenderers follows the same principles as for Restricted Tender above.

The Standard Tender document formats for Request for Quotations will be used for simple requirements wherever practical. For more complex requirements when the normal Request for Quotations and Purchase Order documents are not appropriate nor provide an appropriate form of contract, the National Council for Curriculum and Assessment may use appropriate formats from the other Standard Tender Documents.

#### 5.6.1 Opening of Requests for Quotations

No public opening of the quotations submitted is required, but all quotations must be opened on a predetermined date and time by the Procurement Unit to avoid an opportunity for any supplier to become aware of the prices quoted by other suppliers. Tenderers, who so wish, shall be allowed to be present at the opening.

The recording of quotations and the evaluation procedures followed are similar to those for Tenders except for the following:

i. Quotations will normally be submitted using the appropriate standard Request for Quotations document;
ii. Sealed quotations and any samples will be received directly by the Procurement Unit rather than being placed in the tender box;
iii. The Procurement Unit will register the receipt of each quotation and keep the envelopes secure and unopened until the date of the Request for Quotations opening;
iv. Bidders will not automatically be invited to attend the opening of quotations, but the basic procedures and formality of the Meeting must be maintained.

**Action:**

- Ensure that the name, organisation represented and contact details of all attendees are recorded in an attendance register.
- Ensure the security of documents at all times during the procedure to prevent any unauthorised interference with the documents.

- Bring in the unopened quotations and any samples received and check that the writing on each envelope or sample confirms that it is for the correct Request for Quotations.
- Open the first quotation after confirming that any conditions regarding marking and sealing of the envelope have been met and the envelope has not been tampered with. Note each quotation with a serial number in sequence as it is opened (e.g. "1 of 4" where the total number of Request for Quotations is 4).
- Examine the contents of the envelope and identify, stamp and number each Request for Quotations and any separate sections and attachments.

Read out the following details from each quotation:

i. The number allocated to the quotation by the Tender Opening Committee;
ii. Name of the supplier;
iii. Brief description of the goods offered if the Request for Quotations is for more than one Lot;
iv. The total price quoted; and
v. Any other appropriate information at the discretion of the Chairperson.

Any obvious failure to provide a responsive quotation shall be noted in the Minutes. These quotations shall normally be rejected.

- The Chairperson and two Members of the Committee shall initial the quotation and all attachments thereto including any samples provided by the supplier. Any corrections to prices or obvious errors and omissions shall be circled in red ink and also initialled.
- Prepare a record identifying the samples provided by each supplier.
- Record the details read out of each quotation in the Register of Request for Quotations Opening ensuring that amounts are recorded in words as well as figures, and record all corrections and errors or omissions which are noted in the Minutes of the Meeting.
- The Procurement Unit shall prepare minutes of the Request for Quotations Opening.

### 5.6.2 Evaluation and Award of Contract for Request for Quotations

The Procurement Unit shall undertake evaluation of quotations.

Action:

i. Check for any errors in the quotations that are responsive to the Request for Quotations and obtain concurrence from submitting entities;
ii. Rank all quotations that are responsive to the Request for Quotations according to price and select the lowest evaluated priced Request for Quotations for contract award.
ii. Prepare a brief report of the evaluation for the appropriate Tender Committee;
iii. Raise or update an Expenditure and Activity Initiation Form for approval of availability of budgeted funds.
iv. Prepare a Purchase Order for signature by the Head of the Entity.
v. Issue the Purchase Order to the selected Supplier.

## 5.7 Tender Clarifications

The period during which tender clarifications may be requested will be defined in the Tender document. Requests for clarifications received after this period may be ignored unless they draw attention to serious flaws in the Tender Document. In all cases, any response to a tenderer and the specific clarification sought must be communicated to all tenderers who received the Tender Document, but without identifying the tenderer who requested the clarification.

**Action:**
Each request for clarification must be recorded, and referred immediately to the Procurement Unit to develop a response in consultation with the appropriate Technical Department.

- The Procurement Unit should also consider if the proposed response to a request for clarification would require tenderers to undertake additional work, or make substantial modifications to their tenders, which cannot reasonably be completed by the stated date for submission of tenders. In this case, the Tender Committee should be consulted for approval where possible, to extend the date for submission of tenders.
- Issue a written response to the tenderer and notify details of the query and the response (but without identifying the source of the query) to all other Tenderers simultaneously.
- Place copies of all correspondence on tender clarifications in the Procurement record file.

### 5.8 Extension of Tender Closing Date

The closing date for submission of tenders shall not be changed. However, where in the opinion of National Council for Curriculum and Assessment, the date cannot be reasonably met by most of the tenderers due to practical or justifiable reasons, the date may be extended. The reasons may include modification to the Tender Document after issue or request the date may be extended for an extension of time by tenderers.

**Action:**

- Ensure that there is an adequate practical justification for extending the closing date. Extensions should not be granted, for example, where a tenderer has by their own inactivity failed to purchase the Tender Document early enough to permit submission of a responsive tender.
- Issue an addendum notifying all tenderers of the revised date for submission of Tenders notification may include radio announcement
- Extension shall not made on the day of the original closing date
- Place copies of all relevant correspondence in the procurement record file.

### 5.9 Cancellation of Tender Process before Tender Opening

A tender process may be cancelled at any time before the deadline for receipt of tenders with the approval of the Tender Committee. The grounds for the cancellation must have been stated in the Tender Documents.

Justifications for cancellation of tenders are:

i. The procurement need has ceased to exist or changed significantly;
ii. Insufficient funding for the procurement;
iii. Significant change in the required technical details, tender conditions, conditions of contract or other details, such that the re-commencement of proceedings is necessary;
iv. There is evidence of collusion among Tenderers; or
v. Cancellation is deemed to be in the interest of national security.

**Action:**

- Notify all tenderers who have purchased or received the Tender Document of the cancellation, and refund any fees paid for the purchase of Tender Document.
- Return any tenders submitted to the tenderer unopened.
- Notify the Directorates involved in the procurement of the cancellation of tender proceedings.

### 5.10 Receipt of Tenders

All tenders shall be deposited in the designated locked tender box (or such other arrangements as stated in the Tender Document) until the tender opening. The Procurement Unit will co-ordinate the tender opening proceedings.

The Tender Document will have provided clear instructions to tenderers on the marking and sealing of tenders and the procedures to be followed for submission.

The closing date and time for submission of tenders must be determined in advance and stated in the Tender Document.

**Action:**

- Arrange placement of the tender box in a prominent place and ensure that all reception office staff and staff responsible for the receipt of tenders are fully aware of the tender and their responsibilities for Tenders received.
- Ensure that the tender box is kept locked until the tender opening and that neither the tenderers nor staff has an opportunity to tamper with the box.
- Register all tenders received by post or by courier service on receipt, stamp with the date and time of receipt, and deposit the envelope unopened in the correct tender box.
- Direct all tenderers' representatives delivering tenders by hand to the tender box so that they may place their envelopes directly in the tender box.
- Ensure that tenders or samples received, which are too large to fit in the tender box, are registered and securely retained in a locked room under the control of Procurement Unit the Tender Opening.
- Close and seal the tender box immediately following the deadline for submission of tenders and transport the tender box to the room where the Tender Opening will take place.
- If the tender box is a fixture, open the tender box immediately following the deadline for submission of tenders and remove all tenders required for the tender to be opened, and transport these to the room where the Tender Opening will be held.
- Ensure that tenders or samples, which were too large to fit in the tender box, are also transported to the room where the Tender Opening will be held immediately following the deadline for submission of tenders.

### 5.11 Opening of Tenders

Tender Opening shall commence immediately after the close of the tenders (as stated in the tender document).

The Procurement Unit shall co-ordinate the Tender Opening, ensure smooth operation of the proceedings, take a register of attendance, prepare minutes of the opening, and advise the chairperson of the opening session on procedural issues if requested. A tender opening committee shall comprise five (5) persons including the Chairperson. They shall ensure that minutes of the tender opening proceedings are duly written.

The Chairperson of the Tender Opening Committee will control and direct the tender opening and not allow tenderer's representatives to interfere with the work of the Committee. [Chairperson and members shall be seated separately from tenderers]. Any objections by a tenderer to the procedures or decisions of the Tender Opening should be made in writing to the Executive Director.

For purposes of transparency it is not permitted for a tender opening to be halted or postponed once the process begins.

**Action:**

- Ensure that tenderers representatives are seated separately from the Tender Opening Committee and officials of the Procurement Entity, and that the name, organisation represented and contact details of all attendees are recorded in an attendance register.
- Ensure the security of documents and tenders at all times during the Tender Opening to prevent any unauthorised interference with the documents and process.
- Bring in the unopened tender box and/or all tenders and samples received which have been removed from the tender box or could not be accommodated in the tender box.
- The Chairperson shall open the meeting and outline the procedures to be used for the Tender Opening.

- Open the tender box in the presence of tenderers or their representatives attending the opening. Check that the inscription on each envelope or sample inside confirms that it matches the correct tender and complies with the wording and sealing required in the tender documents. Stack all envelopes in clear view of the tenderers ready for opening. Samples supplied by tenderers shall be stacked separately after checking to ensure that the tenderer's name is clearly marked on each sample provided.
- Any tenders not received by the deadline for the opening of tenders must be rejected and returned unopened to the tenderer. Tenderers are not permitted to amend their tender in any way during the Tender Opening or to submit any additional documents during the process.
- Check for any withdrawals or modifications submitted, and match these with the original tender before proceeding. Withdrawn Tenders shall not be opened once the authenticity of the withdrawal notice has been confirmed.
- Open the first Tender after confirming that all conditions regarding marking and sealing of the envelope have been met and the envelope has not been tampered with. Stamp each copy of the tender and annotate each tender with a sequential serial number as it is opened (e.g. "1 of 7" where the total number of Tenders is 7).
- Examine the contents of the envelope and identify, stamp and number all originals and copies, and any separate sections and attachments.

Read out the following details of each tender from the original copy:

i. Any Tender modifications or withdrawals;
ii. The number allocated to the Tender by the Tender Opening Committee;
iii. The name and country of the Tenderer;
iv. A brief description of the goods offered if the Tender is for more than one Lot;
v. Whether the Tender is properly signed or not;
vi. The currency of the tender;
vii. The total Tender price;
viii. Any discounts offered;
ix. The presence or absence of any required tender security; where present, the amount validity period; the tender validity period: and
x. Any other appropriate information at the discretion of the Chairperson. (Eg. Internal Revenue Service, Social Security and National Insurance Trust Clearance Certificate)

Pass all tender securities to the representative of the Procurement Unit for review, registration and safekeeping.

Any obvious failure to provide a responsive tender, such as the absence of tender security or inadequate tender security shall be reported to the Meeting and recorded in the Minutes.

The Chairperson and two Members of the Committee shall initial the Original and a copy of each tender and all attachments thereto including any samples provided by the tenderer. Any corrections to prices or obvious errors and omissions shall be circled in red ink and also initialled.

Record the details read out of each tender in the Register of Tender Opening ensuring that amounts are recorded in words as well as figures, and record all corrections and errors or omissions which were noted during the Tender Opening and captured in the minutes of the Tender Opening.

Mark any samples received identifying the supplier and the Procurement Number and record samples in the register.

Any envelopes containing substitutions, or modifications, must be subject to the same level of scrutiny, including the reading out of critical details, such as price changes.

Minutes of the Tender Opening shall be prepared by the Procurement Unit, signed by the Chairperson of the Tender Opening Committee and made available to any tenderer involved in the Tender who requests a copy in writing.

***Do not initiate evaluation of the tenders at this meeting***

### 5.12 Tender Evaluation

A Tender Evaluation Panel consisting of a minimum of three qualified members will conduct tender evaluation. It should be noted that tenderers might frequently attempt to contact the National Council for Curriculum and Assessment during tender evaluation, directly or indirectly, to ascertain progress of evaluation, to offer unsolicited clarifications, or to provide criticisms of their competition. The National Council for Curriculum and Assessment shall evaluate tenders solely on the basis of the information provided in the respective tenders and no changes in the tender price or substance of a tender will be permitted. No circumstances shall justify meetings or consultations between National Council for Curriculum and Assessment (or its consultants) and tenderers during the tender evaluation process.

#### 5.12.1 Preliminary Examination of Tenders

The procedures for examination of tenders and clarifications must be conducted in accordance with the specific terms contained in the tender document used.

**Action by Procurement Unit:**
Conduct a preliminary examination to determine whether tenders are complete and are responsive to the basic instructions and requirements of the tender Tender Document including checks that:

- The tenderer is eligible to tender where this has not been determined prior to inviting tenders;
- All goods offered originate from eligible source countries;
- The tender has been submitted in the correct format and there are no missing pages;
- Any erasures, interlineations, additions or other changes in the tender have been initialled by the tenderer;
- Any required Tender Security has been submitted, in the correct form and amount and valid for at least the period required;
- The tender has been submitted without material reservations or deviations from the terms and conditions of the tender document;
- The tender has been correctly signed and authorised;
- If the tenderer is a joint venture, a copy of the joint venture agreement has been submitted;
- If the tenderer is an agent, an authorisation from the manufacturer has been provided;
- The correct number of copies of the tender have been submitted;
- The tender is valid for at least the period required;
- All key documents and information have been submitted;
- Any required samples have been submitted; and
- The tender meets any other key requirements of the tender document.

If a prequalification procedure was applied, reject and exclude any tender received from other than the prequalified tenderers.

The Procurement Unit may request clarifications of tenderers concerning ambiguities or inconsistencies in the tender. As required in the tender document, such requests shall be in writing, and no change in the price or scope of the originally offered goods, works, or services may be sought or accepted, except for the correction of arithmetic errors. The responses from tenderers shall also be in writing.

Correct any purely arithmetical errors in tenders in accordance with the procedure stated in the tender document. Note that if there is any discrepancy between numbers and written figures, the

written figures shall prevail. If both the quantity and the total price are indicated in the tender form, arithmetic errors should be checked and if there is a discrepancy, the unit price shall govern. All errors in extension (multiplying the unit price by the quantity) and totalling should be corrected and the tenderer notified. A tenderer cannot be permitted to retain an arithmetical error in extension or totalling or change the unit price. Notify tenderers of any such arithmetic corrections and request written, agreement of the tenderer to the correction.

If a tenderer does not accept the correction of an arithmetical error, the tender must be rejected and the Tender Security may be forfeited.

Any communications between National Council for Curriculum and Assessment and a tenderer during the preliminary examination of tenders shall be made in writing.

#### 5.12.2 Responsiveness of Tenders

Following the preliminary examination of tenders, the Tender Evaluation Panel should examine the tenders to determine whether any issues arising from the preliminary examination affect the responsiveness of an individual tender, and whether each tender is substantially responsive to the technical specification and contract conditions stated in the tender document.

The determination of a tender's responsiveness is based on the contents of the Tender itself, subject to any clarifications received in the Preliminary Examination of Tenders.

A substantially responsive tender is one that conforms to all the instructions, requirements, terms and conditions of the tender documents, without material deviation, reservation or omission.

A material deviation, reservation, or omission is one that:

i. Affects in any substantial way the scope, quality, or performance of the works, services or supplies specified in the tender documents; or
ii. Would limit in any substantial way, inconsistent with the tender documents, the rights of the Procurement Entity or the tenderer's obligations under any resulting contract; or
iii. If corrected would unfairly affect the competitive position of other tenderers presenting substantially responsive and compliant Tenders.

Any tender containing a material deviation, reservation or omission, is therefore not substantially and responsive, shall be rejected and shall not subsequently be made responsive by the tenderer.

The classification of a deviation, reservation or omission as material or non-material shall be determined by the objectives and requirements of the individual activity, as stated in the tender document, and shall take into account the impact on key factors, such as cost, risk, time and quality.

Material deviations, reservations or omissions may typically include:

i. Unacceptable time schedules for delivery compared with requirements stated in the tender document;
ii. Unacceptable alternative technical details, such as inferior design, materials, quality of work/skill, specifications, standards or methodologies; or
iii. Unacceptable counterproposals with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

Non-material deviations may include:

i. Longer delivery schedules unless this takes delivery past a clearly defined cut-off date stated in the tender document;
ii. Minor deviations in the payment terms required;
iii. Tenders offering goods to alternative, but equal or superior specifications and performance;
iv. Tenders offering the specified goods but omitting minor attachments or components (e.g. a missing toolkit for a vehicle).

The classification of deviations, reservations and omissions as material or non-material must be consistently applied to all tenders.

Where a tender is determined to be substantially responsive, the Tender Evaluation Panel may waive, clarify or correct any non-conformity, error or omission, which does not constitute a material deviation. Such non-conformity, error or omission should be quantified in monetary terms to the extent possible and taken into account in the financial evaluation and comparison of tenders.

**Action:**

- Reject and exclude from further evaluation any tender that is incomplete, unsigned, not accompanied by appropriate (per amount, validity and wording form) Tender Security, not accompanied by essential supporting documents, or not substantially responsive to the technical specifications, contract conditions or other critical requirements stated in the tender document.
- Reject and exclude from further evaluation any tender, which contains material deviations, reservations or omissions, and is therefore not substantially responsive.

### 5.12.3 Financial Evaluation of Tenders

Tenders that are determined to be substantially responsive to the requirements of the tender document shall be subjected to financial evaluation to determine the evaluated price of each Tender, and the lowest evaluated tender.

The evaluated price for each tender is determined by:

i. Taking the tender price, as read out at the tender opening;
ii. Correcting any arithmetic errors, in accordance with the methodology stated in the Tender Document;
iii. Applying any non-conditional (adjustment) offered in the Tender;
iv. Making financial adjustments in accordance with the tender document for any non-material non-conformity, error or omission. Pricing of components or features, which are omitted in a tender, should be based on the highest prices for corresponding components, items, etc., in other responsive tenders.
v. If these are not available, pricing from external sources such as printed parts list, price lists, etc should be used.
vi. No additional credits may be given for offered features that exceed the required standards or specification, e.g., additional horsepower or capacity, unless there is a specific provision for this in the tender document;
vii. Converting all tenders to a single currency, using the currency and the source and date of exchange rate indicated in the tender document; and
viii. Applying any margin of preference indicated in the tender document.

Tenders shall be compared by ranking them according to their evaluated price to determining the tender with the lowest evaluated price.

### 5.12.4 Treatment of Discounts

Tenderers may be permitted to offer discounts to their tenders, which shall be included in the Tender and read out at the tender opening. Any discount offered after the deadline for submission of Tenders must not be taken into account.

Any non-conditional discounts shall be taken into account in the financial evaluation and comparison of tenders. Any prompt payment discount included in a tender shall become a term of the contract, if that tender is accepted, and utilised by the National Council for Curriculum and Assessment, if payment is made in accordance with the terms of the discount. However, prompt payment discounts must not be considered in the evaluation and comparison of tenders.

### 5.13 Post -Qualification (Repeat Tender Qualifications)

Post-Qualification of the lowest evaluated responsive tenderer should be conducted to determine the tenderer's financial, technical and managerial capability to perform the contract. Using the criteria specified in the tender document, this review should include an assessment of the tenderer's financial and physical resources available to undertake the contract, including the tenderer's current workload:

i. If pre-qualification was conducted, the lowest evaluated responsive tender should be recommended for the award of contract, unless the tenderer's qualifications have since materially deteriorated, or if the tenderer has since received additional work that reduces the available capacity.
ii. Where pre-qualification has not taken place, the lowest evaluated responsive tender should be subjected to post-qualification, according to the procedures described in the Tender Document.
iii. If the lowest evaluated responsive tenderer fails post-qualification, the Tender should be rejected, and the next ranked tenderer should then be subjected to post-qualification examination. If successful, this Tenderer should receive the award. If not, the process continues for the other Tenderers.
iv. The rejection of a tender for reasons of qualification requires substantial justification, which should be clearly documented in the attachments to the Evaluation Report.
v. A documented history of poor performance may be considered a justification for failing post-qualification if the tenderer is unable to demonstrate that steps have been taken to resolve previous problems.

### 5.14 Evaluation Reports and Recommendations

The Tender Evaluation Panel will prepare an evaluation report for submission to the Tender Committee.

The evaluation report should be prepared using the Standard Format for the Evaluation of Goods and Works, and include:

i. A summary of the tenders received and opened;
ii. The results of the preliminary examination;
iii. The results of the technical evaluation;
iv. Reasons why any tenders were declared non-responsive. (Attach copies of selected pages from tenders if necessary, to show examples of objectionable features);
v. Details of any non-material deviations, which were accepted and the way in which they were quantified and taken into account in the financial evaluation;
vi. The evaluated price of each tender, showing any corrections or adjustments to the tender price and any conversion to a common currency;

An explanation of:

i. Any inconsistencies between prices and modifications to prices read out at tender opening.
ii. Any substantial corrections for arithmetic errors, which may affect the ranking of tenderers.
iii. Any additions, adjustments, and priced deviations that may affect the ranking of tenderers.
iv. Any cross-discounts not read out and recorded at the tender opening.
v. The ranking of the tenders, according to their total evaluated price;
vii. A statement of the lowest evaluated substantially responsive tender, for each lot where applicable, clearly establishing the actual amount of the contract award;
viii. Confirmation that the total price quoted by the lowest evaluated responsive tender is acceptable compared with the original estimated cost of the procurement;
ix. The results of any post-qualification examination; and
x. A recommendation to award the contract or contracts to the lowest evaluated responsive tenderer;

xi. Or combination of tenderers, or other appropriate recommendation, such as the cancellation of the procurement process.

The Evaluation Panel may recommend that all of the tenders be rejected if:

- None of the tenders are found to be responsive;
- All of the tenders are unreasonably high in price compared to the cost estimate;
- None of the tenderers are qualified;
- There is deemed to be an absence of competition, (however lack of competition is not usually decided solely on the basis of the number of tenderers).

Attach to the evaluation report:

i. Copies of any correspondence with tenderers who raised objections to the Tender or evaluation process, together with detailed responses;
ii. Copies of any letters from tenderers requesting clarifications, and responses by the National Council for Curriculum and Assessment and tender clarifications requested by the National Council for Curriculum and Assessment and tenderer responses;
iii. Any separate evaluation report from a consultant, if one was engaged for this purpose;
iv. All required Tables and supporting documents.
v. Minutes of tender opening meeting
vii. Tender opening record form and attendance list; and
viii. Any other supporting documents

Ensure that the tender evaluation report is double-checked, signed and complete before submitting for approval by the Tender Committee.

The evaluation report forms a part of the record of procurement proceedings required under Section 28 of Act 663.

### 5.15 Review and Approval of Evaluation Report

The Tender Committee shall review the evaluation report and recommendations presented in the Evaluation Report.

The review authority, before giving approval, [if required] shall ensure that any written complaints made by tenderers concerning the tender process have been addressed and responded to. If the complaint reveals a serious breach of procedures or ethics, the review authority may recommend rejection of the evaluation report and call for re-tendering.

**Action:**
The Tender Review Authority will:

- Check the accuracy of the evaluation and recommendations as submitted;
- Decide whether the price increase is justified if the price of the lowest evaluated responsive tender is higher than the original estimated cost. If the price is not acceptable, recommend that the tender should be re-advertised, cancelled, or the quantities of goods reduced;
- Reject any evaluation report which contains serious inaccuracies or flaws and return to the Tender Evaluation Panel with written comments for correction and re-submission;
- Ensure that all discussions and decisions of the review authority are reported in the minutes of the meeting.

### 5.16 Extension of Tender Validity

The duration of tender validity is specified in the tender document and should be confirmed in the signed Tender Form submitted by each tenderer. If circumstances occur in which award cannot be made within the original tender validity period, extensions in writing should be requested from tenderers, in accordance with the tender document.

The evaluation and award of contract should be completed within the period set for the validity of tenders. The date for expiry of tender validity must be monitored and attention drawn to this deadline not less than two (2) weeks before the expiry date.

If, due to unforeseen circumstances, the task cannot be completed within the set period, the Procurement Unit may contact tenderers to seek their agreement to an extension of the tender validity.

Tenderers who refuse this request may withdraw from the tender without incurring any penalty, but tenderers who agree to an extension will also be required to extend their Tender Securities for an appropriate period.

When an extension of tender validity period is requested, tenderers shall not normally be requested or be permitted to change the quoted price or other conditions of their tenders.

However, the Tender Document may provide for an appropriate price adjustment mechanism when requests for second or subsequent extensions are made, to reflect changes in the cost of inputs for the contract over the period of extension.

**Action by Procurement Unit:**

- Maintain a diary reminder of all tender validity dates and advise the responsible officer not less than two weeks before the expiry date so that appropriate action can be taken in time.
- Determine the additional time required to complete the evaluation and award of the specific contract. Any extension of tender validity should be for the minimum period required to complete the evaluation, to obtain the necessary approvals and to award the contract.
- Prepare an individual letter to each tenderer requesting their formal approval to an extension of the validity of tenders and an extension of their Tender Securities (where necessary) for the required period. Set a date for written responses to be received by the National Council for Curriculum and Assessment, stressing that tenderers who do not respond in time will be considered to have withdrawn their tenders.
- Send the letter by registered post or deliver by hand to each tenderer and obtain a receipt.

Tenderers have the right to refuse to grant an extension of tender validity without forfeiting their Tender Security. If a tenderer refuses to extend the validity of the tender then, upon expiry of the original tender validity period, the Tender Security shall be returned and the Tender not considered further.

Only tenderers who respond confirming their unconditional acceptance and enclosing any required extension to their Tender Security may be considered for further evaluation and award of contract.

### 5.17 Award of Contract

Following approval from the relevant review body, the contract will be awarded to the tenderer who has submitted the lowest evaluated responsive Tender and has been determined to be qualified to perform the contract.

**Action:**

- Prepare/update the Activity and Expenditure Initiation Form and obtain approval of the commitment of funds against the budget of the Procurement Entity.
- Prepare at least four copies of the contract ready for signature by each party to the contract, and include all specific details relating to the tenderer, the Special Conditions of Contract, and the tenderer's offer. A clear statement on when the contract becomes effective is also essential since certain contract clauses could be connected with this date, e.g. Delivery Time, Warranty, Validity of performance Guarantee, etc.
- Obtain the signature of the Executive Director or the authorised representative on all copies of the contract.

The eventual distribution of the four copies of the Contract will be:

- Original – Procurement Departments
- 1st Duplicate – Supplier/Contractor;
- 2nd Duplicate – the Technical Department concerned; and
- 3rd Duplicate – Legal Officer.

### 5.18 Award Notification

Notice of the tender award shall be issued promptly to the successful tenderer. The successful tenderer shall be required to confirm in writing acceptance of the tender award and submit the appropriate Performance Security (if required).

The tenderer shall be invited for contract signature on receipt of an acceptable performance security by the Procurement Unit, or where t is not practical, provided with all four copies of the Contract for signature and return all four signed copies of the contract to the National Council for Curriculum and Assessment. This signed contract shall be distributed as above.

Failure of the tenderer to confirm acceptance of the award, or to submit the Performance Security, or to sign the contract may constitute grounds for the annulment of the award and forfeiture of the tenderer's tender Security. In that event, National Council for Curriculum and Assessment may award the contract to the next lowest evaluated tenderer, whose offer is substantially responsive and determined to be qualified to perform the contract satisfactorily. The National Council for Curriculum and Assessment is required to submit notice of contract awards to the Public Procurement Authority within 30 days of contract signature, for publication on the Public Procurement Authority website and/or in the Procurement Bulletin. The information on contracts awarded/signed shall include the:

i. Name of the Supplier;
ii. Description of the goods;
iii. Contract Sum;
iv. Duration of the contract; and
v. The source of funding.

All unsuccessful tenderers should be notified immediately once the contract has been signed. Tender securities of unsuccessful tenderers should be promptly returned after award has been made.

### 5.19 Return of Tender Securities

All Tender Securities must be returned immediately to the tenderers, as soon as they are no longer required, i.e. once the relevant contract is signed and all conditions for contract effectiveness have been met.

### 5.20 Contract Management

Effective management of contracts is essential to ensure that the objectives of the procurement process are achieved and that both parties to the contract complete all contractual obligations and activities efficiently. The Procurement Unit must ensure that routine monitoring of all current contracts is maintained so that swift remedial measures can be taken when problems arise, or preventative action taken when problems are foreseen.

There are many post-contract issues that need to be dealt with, monitored and resolved before the contract reaches its conclusion including:

- Contract effectiveness;
- Delivery and Inspections of Goods;
- Insurance claims;
- Payments to the supplier;
- Contractual disputes;
- Delays in performance;
- Claims for damages;

- Installation and commissioning of equipment;
- Release of Performance Securities and Retentions;
- Contract closure.

### 5.21 Contract Effectiveness

Although both parties may have signed the contract, the legal effectiveness of the contract may be dependent on one or more of the following conditions:

- Receipt by the supplier of the Advance Payment;
- Receipt by the supplier of an acceptable Letter of Credit.

**Actions:**

Ensure that:

- Any Performance Security specified in the contract is received by the Procurement Entity before contract signature;
- Any Advance Payment specified in the contract is paid immediately when the Advance Payment Security is received from the Supplier or Contractor;
- Any Letter of Credit required is issued promptly.

### 5.22 Contract Supervision and Administration

The National Council for Curriculum and Assessment as appropriate will undertake contract supervision and administration.

Supervision and administration is straightforward in most procurement of goods but monitoring delivery schedules, processing of documents and the inspection of goods are essential to ensure that the correct goods are delivered on time.

**Action:**

i. Monitor the delivery schedules of all purchases to ensure that they are dispatched and delivered or collected on time.
ii. Receive reports on pre-shipment inspection of goods and contact the supplier in writing requesting rectification of any discrepancies or deficiencies.
iii. Contact the supplier or shipper to identify the causes of any delay in delivery;
iv. Initiate and supervise any process for claims against insurance or the supplier.

### 5.23 Receipt and Inspection of Goods

The Stores Department is normally responsible for the receipt of goods with assistance from the Procurement Unit and the User Department representatives.

### 5.24 Collecting Goods from the Port of Entry

Port and customs clearance of goods and physical collection at the Port of Entry may be necessary in some circumstances depending on the INCOTERMS used.

**Before accepting the consignment the National Council for Curriculum and Assessment should:**

i. Carefully examine the packages to check they are all present according to the Shipping Documents or Airway Bill and to look for signs of any physical damage.
ii. Look also for signs of tampering with any of the packages e.g. cases with broken seals, loose or open tops.
iii. Have the packages re-weighed if there is any suspicion that items have been removed, and compare the result with the shipping documents.
iv. Note any deficiency either in quantity or in condition on the receipt given in exchange for the goods (a detailed receipt).
v. If there are shortages, in addition to a detailed receipt, a short-landed or discrepancy certificate should also be obtained to assist claims against the supplier or insurance companies.

### 5.25 Delivery of Goods

On delivery by a Supplier or carrier, the Storekeeper will:

i. Receive the goods into temporary storage.
ii. Examine the apparent condition of the goods and packing.
iii. Issue an interim receipt, noting the apparent condition, pending the meeting of an Inspections team.
iv. Receive and register any invoices pending processing (through the Procurement Unit) to the Accounts Department for payment following the report of the Inspections team

### 5.26 Inspection of Goods

An Inspections team [composed of representatives of the Procurement Unit, the User Department and the Head of Stores should meet within two days following the arrival of the goods, and in the presence of the Supplier's representative.

i. Examine the documentation and packaging for compliance with the contract.
ii. Ask the supplier to open the packages (or arrange opening of the packages at the supplier's expense).
iii. Examine and analyse the goods for conformity with the contract specifications and/or the samples provided.
iv. Co-ordinate any required laboratory analysis of goods;
v. Reject all goods that are damaged or do not conform to the required specifications or samples.
vii. Prepare an Inspection Report with an original and three copies, recording the delivery, and descriptions, specifications and quantities of the goods examined, and the reasons for accepting or rejecting the goods.
viii. Release accepted goods to the Stores which will take the items on charge by issue of a Goods Received Note and entry into the Stores Ledger

The supplier should remove any rejected goods within one week. If the goods are not removed, and it is specified in the contract, the Supplier may be charged a penalty for delay. If the rejected goods are not removed after a reasonable period, National Council for Curriculum and Assessment may apply to a Court of Law for authority to sell the rejected goods, as a last resort. The Inspections Team will follow similar procedures to examine equipment that is delivered to a site or already installed by the supplier.

### 5.27 Issue to the User Department by Stores

The Stores Department is responsible for maintenance of records of all goods and movable assets held under the custody of individuals and Departments. Assets will be taken on charge in the records of the concerned Stores and subject to regular review and audit.

The Storekeeper will:

i. Issue or release items to the User Department, which initiated the procurement using a Stores Issue Voucher for the dispensation of goods from the Stores.

ii. Record the issue from the Stores Ledger and the receipt in the Custody Ledger for the individual, Departments/Units.

### 5.28 Payment for Goods

For simple payments against invoices, Procurement Unit will:

Complete a Payment Voucher ensuring the deduction of any advance payments already made and any contractual penalties incurred by the supplier.

Attach the:

i. Original invoice from the supplier;
ii. The shipping documents or airway bill, or a delivery note;

iii. Original of the Inspection Report;
iv. Original Goods Receipt Note;
v. Results of any laboratory analysis;
vi. Calculation of any penalties for rejected goods not removed by the Supplier and liquidated damages if allowable under the contract;
vii. Copies of relevant information from the contract document, records of approval and financial authorisations;
viii. Record the payment in the Contract Register;
ix. Forward the Payment Voucher to the relevant review/vetting authority for further processing.

**5.29 Payments by Letter of Credit**

Letters of credit are credit instruments and also a means of making and securing payment.

A documentary credit transaction always involves three parties, the issuing bank, the applicant for the credit (usually the buyer) and the beneficiary of the credit (usually the seller).

A fourth party may be a second bank, the corresponding (and, sometimes confirmer) of the issuing or originating bank corresponding and confirming banks are usually situated in the Supplier's country.

The issuing bank promises to honour by payment, acceptance or negotiation, draft payable to the seller, which has been drawn on it by the seller. The conditions normally consist of the presentation of the following documents and the transfer of documents of title to the goods to the Banks order.

- Invoices
- Packing Lists
- Certificate of origins
- Insurance policy
- Bill of Lading/Airway bill

In exchange for issuing the credit, the bank receives a fee and a deposit by the buyer, of either sufficient monies to fund the credit or of adequate security for the buyer's obligation to deposit such monies. Issuance of the credit consists of the bank's advice to the seller of goods that a letter of credit has been offered in the seller's favour stating the amount, the period within which it will be available, and it terms and conditions. This advice establishes the seller of goods as a third party beneficiary of the letter of Credit Agreements.

The Bank's obligation to pay the beneficiary depends, therefore on the fulfilment of the terms and conditions of the letter of credit, not on performance of the underlying contract of sale, which it finances. The bank agrees to pay the credit amount on the presentation of specified documents of the goods to be supplied specifying Free On Board, Insurance and Freight separately.

Payments by Letter of Credit will depend on the contract agreement between the supplier and National Council for Curriculum and Assessment for the terms and wording of the Letter of Credit. Procurement Unit will provide to the Accounts Department all supporting information and documents.

**5.30 Delays in Performance**

The supplier in accordance with the time schedule prescribed in the Schedule of Requirements should complete delivery of goods. Where this is not the case:

In accordance with the contract conditions, the Supplier must notify National Council for Curriculum and Assessment in writing of the conditions delaying performance, including full details of the delay, the likely duration and the cause(s).

The National Council for Curriculum and Assessment will immediately assess the situation, and may at its discretion extend the supplier's time for performance, with or without liquidated damages as specified in the contract.

If the time for performance is extended, both parties shall ratify such extension by a formal addendum to the contract subject to approval by the Tender Committee.

A delay by the Supplier in the performance of the Supplier's obligations may render the Supplier liable to liquidated damages if specified in the contract document, except where:

- The delay is as a result of Force Majeure;
- The delay is attributed to the entity;
- An extension of time is agreed between the two parties without the application of liquidated damages.

The Procurement Unit will:

i. Refer to the relevant clauses in the General or Special Conditions of Contract for the procedure to be followed to apply, calculate and claim liquidated damages.
ii. Update the procurement file and Contract Register to reflect any delays in the supplier's performance.
iii. Notify the end-user department immediately of all such delays.

### 5.31 Resolution of Contractual Disputes

Most minor disputes may be resolved by discussion and agreement between the responsible officer and the Supplier to rectify the cause of complaint.

Any formal written complaints received from a Supplier should be fully investigated and referred to the Executive Director to authorise correspondence or formal negotiations with the supplier.

**Action:**

- Examine the contract carefully to be aware of all contract conditions relating to the Resolution of Disputes.
- Determine if National Council for Curriculum and Assessment is at fault or partly at fault, and if so, take appropriate action to rectify the problem.
- Invite the supplier to a formal meeting, within seven (7) days of the complaint, to discuss the issues and try to agree a compromise acceptable to both parties. Ensure that accurate written minutes are kept of any such meeting. If an agreement is reached which changes any of the conditions of the contract, approval of the Tender Committee or the Executive Director is required before the agreement can be implemented.
- If no initial agreement is reached and negotiations conducted by the DG also fail, consider the use of any conciliation or arbitration services as specified in the contract.
- Prepare any necessary addendum to the contract for signature.

### 5.32 Termination of the Contract

The parties to the contract normally have the right to terminate the contract, but to protect the National Council for Curriculum and Assessment, advice of the Legal Department, Ministry of Justice or the Public Procurement Authority should always be sought if the Procurement Entity is considering such action. Contracts should not be terminated without examining all possible alternatives, unless all parties to the contract mutually agree the termination.

**Action:**

The Executive Director should:

- Examine the contract carefully to be aware of all contract conditions and penalties relating to the termination of contract.

- Follow the advice of the Legal Officer/ Ministry of Justice or the Public Procurement Authority in the preparation of any correspondence and settlement of any contractual penalties.

### 5.33 Contract Amendment

Contract amendment may become necessary as a result of the application of price variations specified in the contract, the resolution of disputes, additional or reduced requirements by the National Council for Curriculum and Assessment, agreements to extend the time schedule, or from accepted increases or decreases in prices. The contract may allow National Council for Curriculum and Assessment to modify contract values by a pre-determined percentage when this is in the public interest and essential for the work of the National Council for Curriculum and Assessment.

All other amendments to costs, quantities, time-periods and other terms and conditions of the contract must be approved by the Tender Committee and confirmed in a formal contract amendment or addendum.

The National Council for Curriculum and Assessment will:

i. Identify and agree with the Supplier the specific clauses in the contract which need to be changed, and the new values or terms and conditions which are to apply;
ii. Prepare a draft contract amendment document for approval by the Tender Committee together with a report justifying the reasons for the amendment,

Following approval by the Tender Committee:

- Record any change in contract value in the Commitment Register and in the Contract Register;
- Record any other contractual changes in the Contract Register;
- Obtain from the supplier/contractor any necessary addition to the performance security;
- Arrange for signature of the contract amendment in four (4) copies;
- Distribute copies in the same way as the original contract.

# 6 Procurement Of Works

## 6.1 Definition of Works

Works means work associated with the construction, reconstruction, demolition, repair or renovation of a building or structure or surface and includes site preparation, excavation, erection, assembly, installation of plant, fixing of equipment and laying out of materials, decoration and finishing, and any incidental activity under a procurement contract.

## 6.2 Procurement Methods

The procurement methods that can be used for the procurement of Works are:

- International Competitive Tendering
- National Competitive Tendering
- Two-Stage Tendering (National or International)**Error! Bookmark not defined.**
- Restricted Tendering (National or International)
- Single Source (Direct Procurement)
- Request for Quotations (Request for Quotations)

Competitive tendering using International Competitive Tendering or National Competitive Tendering is the preferred method for government procurement, however, in view of the small size of possible procurement that may be made by the National Council for Curriculum and Assessment, in any particular year, International Competitive Tender and Two-Staged Tender proceedings are not recommended as available competitive methods open to the National Council for Curriculum and Assessment, in this Manual.

### 6.2.1 National Competitive Tendering

National Competitive Tendering is appropriate for lower value procurements, where the works by their nature or scope are unlikely to attract foreign competition, or where there are justifiable reasons for the Procurement Entity to restrict tendering to domestic contractors. The Act permits the use of National Competitive Tendering for procurement of works valued at the thresholds stated in Schedule 3 of Act 663.

### 6.2.2 Restricted Tendering

Restricted Tendering is a tendering process by direct invitation to a shortlist of pre-qualified, pre-registered or known contractors, and is subject to a specific approval being granted by the Public Procurement Authority:

It is an appropriate method of procurement where:

i. The requirement is of a specialised nature or has requirements of public safety, or public security which make an open competitive tender impossible;
ii. Due to the urgent nature of the requirement, an open competitive tender is not practical;
iii. The number of potential contractors is limited; or
iv. An open competitive tender has failed to generate an award of contract.

### 6.2.3 Single Source

Single source procurement from a supplier without competition (direct procurement) is subject to a specific approval being granted by the Public Procurement Authority.

Single source procurement may be appropriate when:

i. The purchase is for urgently needed remedial works, provided this is restricted to the minimum requirement to meet the urgent need until a procurement by other methods can be fulfilled; or

ii. The works can only be provided by one source for physical, technical or policy reasons. e.g. requiring the use of proprietary techniques that are obtainable only from one source.

#### 6.2.4 Request for Quotations

This is also known as "shopping" and is based on comparing price quotations obtained from several suppliers, usually at least three, to ensure competitive prices.

Request for Quotations may be used when:

i. The estimated value is less than the threshold specified in Schedule 3 of the Act; and
ii. The requirement is for widely available works activities such as redecoration, repairs, and minor alterations, which do not require detailed specification and may be readily estimated by a contractor from a simple site visit.
iii. For higher value or more complex requirements, it is recommended that a more appropriate Standard Tender Document and contract format should be used to protect the National Council for Curriculum and Assessments.

### 6.3 Specification of Requirements

The requirement needs to be fully identified with detailed technical specifications, drawings, and plans as appropriate.

The Works Department should prepare plans, drawings, detailed specifications and accompanying Bill of Quantities or material schedule for the required works. Where the National Council for Curriculum and Assessment does not have a recognised technical department for this purpose, the assistance of technical consultants should be solicited for this task.

### 6.4 Tendering Procedures

#### 6.4.1 Tender Document

A Tender Document is the set of documents issued by the National Council for Curriculum and Assessment, which establishes the works required (technical specifications, plans, bill of quantities or activity schedule), the procurement procedures to be followed, the evaluation method, and specifies the proposed contract conditions. It contains all information necessary to allow the tenderer to prepare a responsive tender or quotation.

The Tender Document must contain information to:

i. Instruct tenderers on the procedure for submission of tenders;
ii. Describe the works to be procured;
iii. Inform tenderers of the criteria for evaluation of tenders; and
iv. Define the conditions of any resulting contract.

#### 6.4.2 Use of Standard Tender Documents

Use of a Standard Tender Document format, as defined in Schedule 4 of the Act, is mandatory for all procurement of works funded by the National Council for Curriculum and Assessment, unless the Public Procurement Authority has specifically approved an alternative format. Note that procurement of works using donor funds may be subject to the use of donor standard formats if so specified in the loan or credit agreement, in accordance with Section 96 of the Act.

The latest versions of each approved Standard Tender Document, together with an individual User Guide to assist in preparation of the Standard Tender Document, may be obtained in electronic media from the Public Procurement Authority, or directly downloaded from the Public Procurement Authority website. www.ppbghana.org

### 6.4.3 Preparation of Tender Document

Upon receipt of a procurement requisition and confirmation of availability of funds, the Procurement Unit should prepare an operational schedule and proceed with procurement action to ensure completion in a timely manner.

The tender document is prepared by completing the appropriate Standard Tender Document (Standard Tender Document) format issued by the Public Procurement Authority, in accordance with the detailed instructions.

## 6.5 Invitation Advertisements for Competitive Tenders (National Competitive Tendering)

Publication of the advertisement must allow sufficient time before the deadline (or closing day and time of the tender) to enable prospective tenderers to obtain the tender documents and to prepare and submit their tenders. The period allowed should be up to four (4) weeks for National Competitive Tendering following the date of the first advertisement, but longer periods may be necessary for more complex requirements.

The Procurement Unit must be careful to also allow for the time between submission of the advertisement to the press and the time the advertisements are actually published.

### 6.5.1 Advertisements for National Competitive Tendering

Advertisements for National Competitive Tendering shall be published:

i. In the Public Procurement Bulletin and the Public Procurement Authority website; and

ii. At least once in two local daily newspapers of wide circulation in Ghana,

### 6.5.2 Contents of the Advertisement

The information contained in the advertisement must correspond to the information in the tender document and in particular, the relevant information in the Tender Data Sheet. The advertisement should include as minimum, brief information on:

i. The source of funding;
ii. The works to be procured;
iii. Any qualification requirements for tenderers (e.g. a requirement for a minimum level of relevant experience or turnover);
iv. The procedure for obtaining the Tender Document;
v. The place and deadline for submission of tenders;
vi. The fee to be paid for the Tender Document. (This must reflect only the cost of printing and delivery to prospective Tenderers);
vii. The value of Tender Security required.

### 6.5.3 Sale of Tender Documents for Competitive Tenders

The sale of tender documents for competitive tenders will be co-ordinated by the Procurement Unit. The price charged for the documents must not be more than the cost of printing and providing the tender document to tenderers. The Procurement Unit must ensure that tender documents are available for sale before publication of the invitation. If the stock of tender documents is exhausted, immediate action to print additional copies shall be initiated. It is an offence to deny a prospective tenderer the opportunity to purchase a tender document, and failure to provide a tender document for inspection or purchase by a potential tenderer may constitute grounds for complaint under Part VII of Act 663.

**Action:**

- Prospective tenderers should be allowed to briefly inspect the Tender Document, if requested, before committing to purchase the document.
- Record the name and address of each purchaser the Tender Document in a register.
- Fees received from the sale of Tender Documents must be recorded and the income deposited in the prescribed account. A formal receipt must be issued to the purchaser.

### 6.6 Issue of Invitations for Restricted Tender

The Tender Document for a Restricted Tender must be issued to all short-listed contractors simultaneously, either by registered post, or by hand in return for a written receipt.

**Action:**

- Procurement Unit shall prepare the tender document together with a personalised Letter of Invitation to each short-listed contractor.
- Procurement Unit shall send the invitation by registered post to all short-listed contractors, or deliver by hand and obtain a written receipt.

### 6.7 Issue of Requests for Quotations

The procedure for issue of Requests for Quotations to short-listed contractors follows the same principles as for Restricted Tender above. The Standard Tender Document formats for Request for Quotations will be used for simple requirements wherever practical. For more complex requirements when the normal Request for Quotations and Purchase Order documents are not appropriate nor provide an appropriate form of contract, the Procurement Unit may utilise appropriate formats from the other Standard Tender Documents.

#### 6.7.1 Opening of Requests for Quotations

No public opening of the quotations submitted is required, but all quotations must be opened on a predetermined date and time by the Procurement Unit to avoid the opportunity for any contractor to become aware of the prices quoted by other contractors. The recording of quotations and the evaluation procedures followed are similar to those for Tenders except for the following:

i. Quotations will normally be submitted using the appropriate standard Request for Quotations document;
ii. Sealed quotations will be received directly by the Procurement Unit rather than being placed in the tender box;
iii. The Procurement Unit will register the receipt of each quotation and keep the envelopes secure and unopened until the date of the opening;
iv. Contractors will not automatically be invited to attend the opening of quotations, but the basic procedures and formality of the meeting must be maintained.

**Action:**

- Ensure that the name, organisation represented and contact details of all attendees are recorded in an attendance register.
- Ensure the security of documents at all times during the procedure to prevent any unauthorised interference with the documents.
- Bring in the unopened quotations and any samples received and check that the writing on each envelope confirms that it is for the correct Request for Quotations.
- Open the first quotation after confirming that any conditions regarding marking and sealing of the envelope have been met and the envelope has not been tampered with. Note each quotation with a serial number in sequence as it is opened (e.g. “1 of 4” where the total number of Request for Quotations is 4).
- Examine the contents of the envelope and identify, stamp and number all originals and copies, and any separate sections and attachments.

Read out the following details from each quotation:

- The number allocated to the quotation by the Tender Opening Committee;
- Name of the contractor;
- Brief description of the works offered if the Request for Quotations is for more than one Lot;
- The total price quoted; and
- Any other appropriate information at the discretion of the Chairperson.

Any obvious failure to provide a responsive quotation shall be noted in the minutes. These quotations shall normally be rejected.

- The Chairperson and two members of the committee shall initial quotation and all attachments thereto. Any corrections to prices or obvious errors and omissions shall be circled in red ink and also initialled.
- Record the details read out of each quotation in the Register of Request for Quotations Opening ensuring that amounts are recorded in words as well as figures, and record all corrections and errors or omissions which are noted in the minutes of the meeting.
- The Procurement Unit shall prepare minutes of the Request for Quotations Opening.

### 6.7.2 Evaluation and Award of Contract for Request for Quotations

The Procurement Unit shall undertake evaluation of quotations.

**Action:**

- Rank all quotations that are responsive to the Request for Quotations according to price and select the lowest evaluated priced Request for Quotations for contract award.
- Check for any errors in the quotations that are responsive to the Request for Quotation.
- Obtain concurrences from submitting tenderers where any are found.
- Prepare a brief report of the evaluation for the appropriate Tender Committee/Review Board.
- Raise or update an Expenditure and Activity Initiation Form for approval of availability of budgeted funds.
- Prepare a Purchase Order for signature by the Head of Procurement Entity.
- Issue the Purchase Order to the selected Contractor.

## 6.8 Tender Clarification

The period during which tender clarifications may be requested will be defined in the Tender Document for Procurement Unit. Requests for clarifications received after this period may be ignored unless they draw attention to a serious flaw in the tender document. In all cases, any response to a tenderer must be communicated to all tenderers who received the tender document, but without identifying the tenderer who requested the clarification.

**Action:**

- Each request for clarification must be recorded and referred immediately to the Procurement Unit to develop a response in consultation with the appropriate Department.
- The Procurement Unit should also consider if the proposed response to a request for clarification would require tenderers to undertake additional work, or make substantial modifications to their tenders, which cannot reasonably be completed by the stated date for submission of tenders. In this case, the Tender Committee should be consulted for approval where possible to extend the date for submission of tenders.
- Issue a written response to the tenderer and notify details of the query and the response (but without identifying the source of the query) to all other tenderers simultaneously.
- Place copies of all correspondence on tender clarifications in the Procurement record file.

## 6.9 Extension of Tender Closing Date

The closing date for submission of tenders shall not be changed. However, where in the opinion of the National Council for Curriculum and Assessment, the dates cannot be reasonably met by most of the tenderers due to any practical or justifiable reasons the date may be extended. The reasons may include modification to the tender document after issue and requests for an extension of time by tenderers.

**Action:**

- Procurement Unit to ensure that there is an adequate practical justification for extending the closing date. Extensions should not be granted, for example, where a tenderer has by their own inactivity failed to purchase the tender document early enough to permit submission of a responsive tender.
- Procurement Unit may issue an addendum notifying all tenderers of the revised date for submission of Tenders. Notification may include radio announcements.
- Extension shall not be made on the day of original closing date
- Procurement Unit to place copies of all relevant correspondence in the Procurement record file.

### 6.10 Cancellation of Tender Process before Tender Opening

A Tender process may be cancelled at any time before the deadline for receipt of tenders with the approval of the Tender Committee. The grounds for the cancellation must have been stated in the tender documents.

Justifications for cancellation of tenders are:

i. The need for the works has ceased to exist or changed significantly;
ii. Insufficient funding for the works;
iii. Significant change in the required technical details, tender conditions, conditions of contract or other details, such that the re-commencement of proceedings is necessary;
v. There is evidence of collusion among tenderers; or
vi. Cancellation is deemed to be in the interest of national security.

**Action:**

- Notify all tenderers who have purchased or received the tender document of the cancellation, and refund any fees paid for the purchase of tender document.
- Return any tenders submitted to the tenderer unopened.
- Notify all departments, units and Projects involved in the works of the cancellation of tender proceedings.

### 6.11 Receipt of Tenders

All tenders shall be deposited in the designated locked tender box (or such other arrangements as stated in the tender document) until the tender opening. The Procurement Unit shall co-ordinate the tender opening proceedings.

The tender document will have provided clear instructions to tenderers on the marking and sealing of tenders and the procedures to be followed for submission.

The closing date and time for submission of tenders must be determined in advance and stated in the tender Document.

**Action:**

- Arrange placement of the tender box in a prominent place and ensure that all reception office staff and staff responsible for the receipt of tenders are fully aware of the Tender and their responsibilities for tenders received.
- Ensure that the tender box is kept locked until the Tender Opening and that neither the tenderers nor staff has an opportunity to tamper with the box.
- Register all tenders received by post or by courier service on receipt, stamp with the date and time of receipt, and deposit the envelope unopened in the correct tender box.
- Direct all tenderers' representatives delivering tenders by hand to the tender box so that they may place their envelopes directly in the tender box.

- Ensure that Tenders received, which are too large to fit in the tender box, are registered and securely retained in a locked room under the control of the Procurement Unit until the Tender Opening.
- Close and seal the tender box immediately following the deadline for submission of tenders and transport the tender box to the room where the tender opening will take place.
- If the tender box is a fixture, open the tender box immediately following the deadline for submission of tenders and remove all tenders required for the tender to be opened, and transport these to the room where the tender opening will be held.
- Ensure that tenders, which were too large to fit in the tender box, are also transported to the room where the tender opening will be held immediately following the deadline for submission of tenders.

### 6.12 Opening of Tenders

Tender Opening shall commence immediately after the close of the tenders (as stated in the tender document).

The Procurement Unit will co-ordinate the Tender Opening, ensure smooth operation of the proceedings, take a register of attendance, prepare minutes of the opening, and advise the Chairperson of the opening session on procedural issues if requested.

A tender opening committee shall comprise at most five (5) persons including the Chairperson. They shall ensure that minutes of the tender opening proceedings are duly written.

The Chairperson of the Tender opening committee will control and direct the Tender Opening and not allow tenderer's representatives to interfere with the work of the Committee. Any objections by a tenderer to the procedures or decisions of the Tender Opening should be made in writing to the Executive Director.

For purposes of transparency it is not permitted for a tender opening to be halted or postponed once the process begins.

**Action:**

i. Ensure that tenderers representatives are seated separately from the Tender Opening Committee and officials of the Procurement Unit, and that the name, organisation represented and contact details of all attendees are recorded in an attendance register.
ii. Ensure the security of documents and tenders at all times during the Tender Opening procedure to prevent any unauthorised interference with the documents and process.
iii. Bring in the unopened tender box and/or all tenders and samples received which have been removed from the tender box or could not be accommodated in the tender box.
iv. The Chairperson shall open the meeting and outline the procedures to be used for the Tender Opening.
v. Open the tender box, in the presence of tenderer or their representative attending the opening. Check that the inscription on each envelope or sample inside confirms that it matches the correct tender and complies with the wording and sealing required in the tender documents. Stack all envelopes in clear view of the tenderers ready for opening.
vii. Any tenders not received by the deadline for the opening of tenders must be rejected and returned unopened to the tenderer. Tenderers are not permitted to amend their tender in any way during the tender opening or to submit any additional documents during the process.
viii. Check for any withdrawals or modifications submitted, and match these with the original tender before proceeding. Withdrawn tenders shall not be opened once the authenticity of the withdrawal notice has been confirmed.
ix. Open the first tender after confirming that all conditions regarding marking and sealing of the envelope have been met and the envelope has not been tampered with. Stamp each copy of the tender and annotate each tender with a sequential serial number as it is opened (e.g. "1 of 7" where the total number of tenders is 7).

x. Examine the contents of the envelope and identify, stamp and number all originals and copies and any separate sections and attachments.

Read out the following details of each tender from the Original copy:

- Any Tender modifications or withdrawals;
- The number allocated to the tender by the Tender Opening Committee;
- The name and country of the tenderer;
- A brief description of the works offered if the tender is for more than one Lot;
- Whether the tender is properly signed or not;
- The currency of the tender;
- The total tender price;
- Any discounts offered;
- The presence or absence of any required Tender Security; where present the amount validity period; e.g. Internal Revenue Service and Social Security and National Insurance Trust clearance certificate
- The tender validity period; and
- Any other appropriate information at the discretion of the Chairperson.

i. Pass all Tender Securities to the representative of the Procurement Unit for review, registration and safekeeping.

ii. Any obvious failure to provide a responsive Tender, such as the absence of Tender Security or inadequate Tender Security, shall be reported to the Meeting and recorded in the Minutes.

iii. The Chairperson and two Members of the Committee shall initial the original of each tender and all attachments thereto. Any corrections to prices or obvious errors and omissions shall be circled in red ink and also initialled.

iv. Record the details read out of each tender in the Register of Tender Opening, ensuring that amounts are recorded in words as well as figures, and record all corrections and errors or omissions which were noted during the tender opening and captured in the Minutes of the tender opening.

v. Any envelopes containing substitutions, or modifications, must be subject to the same level of scrutiny, including the reading out of critical details, such as price changes.

vi. Minutes of the tender opening shall be prepared by the Procurement Unit, signed by the Chairperson of the Tender Opening Committee and made available to any tenderer involved in the tender who requests a copy in writing.

vii. Do not initiate or attempt evaluation of the tenders at this meeting

### 6.13 Tender Evaluation

A Tender Evaluation Panel consisting of a minimum of three qualified members will conduct tender evaluation.

It should be noted that tenderers might frequently attempt to contact the Procurement Unit during tender evaluation, directly or indirectly, to ascertain progress of evaluation, to offer unsolicited clarifications, or to provide criticisms of their competition. The National Council for Curriculum and Assessment must evaluate tenders solely on the basis of the information provided in the respective tenders and no changes in the tender price or substance of a tender will be permitted. No circumstances shall justify meetings or consultations between the National Council for Curriculum and Assessment (or its consultants) and tenderers during the tender evaluation process.

#### 6.13.1 Preliminary Examination of Tenders

The procedures for examination of tenders and clarifications must be conducted in accordance with the specific terms contained in the tender document used.

**Action:**
Conduct a preliminary examination to determine whether tenders are complete and are responsive to the basic instructions and requirements of the tender document including checks that:

- The tenderer is eligible to tender where this has not been determined prior to inviting tenders;
- All tenderers are from eligible source countries;
- The tender has been submitted in the correct format and there are no missing pages;
- Any erasures, interlineations, additions or other changes in the tender have been initialled by the tenderer;
- Any required Tender Security has been submitted, in the correct form and amount and valid for at least the period required;
- The tender has been submitted without material reservations or deviations from the terms and conditions of the tender document;
- The tender has been correctly signed and authorised;
- If the tenderer is a joint venture, a copy of the joint venture agreement has been submitted;
- The correct number of copies of the tender have been submitted;
- The tender is valid for at least the period required;
- All key documents and information have been submitted; and
- The tender meets any other key requirements of the tender document.

Procurement Unit may request clarifications from tenderers concerning ambiguities or inconsistencies in the tender. As required in the tender document, such requests shall be in writing, and no change in the price or scope of the originally offered works may be sought or accepted, except for the correction of arithmetic errors. The responses from tenderers shall also be in writing. Correct any purely arithmetical errors in tenders in accordance with the procedure stated in the tender document. Note that if there is any discrepancy between numbers and written figures, the written figures shall prevail. If both the quantity and the total price are indicated in the Tender Form, arithmetic error should be checked and if there is a discrepancy, the unit price shall govern.

All errors in extension (multiplying the unit price by the quantity) and totalling should be corrected and the tenderer notified. A tenderer cannot be permitted to retain an arithmetical error in extension or totalling or change/correct the unit price. Notify tenderers of any such arithmetic corrections and request written, agreement of the tenderer to the correction. If a tenderer does not accept the correction of an arithmetical error, the tender must be rejected and the Tender Security may be forfeited.

Any communications between the Procurement Unit and a tenderer during the preliminary examination of tenders shall be made in writing.

### 6.13.2 Responsiveness of Tenders

Following the preliminary examination of tenders, the Tender Evaluation Panel should examine the tenders to determine whether any issues arising from the preliminary examination affect the responsiveness of an individual tender, and whether each tender is substantially responsive to the technical specifications and contract conditions stated in the tender document.

The determination of a tender's responsiveness is based on the contents of the tender itself, subject to any clarifications received in the Preliminary Examination of Tenders.

A substantially responsive tender is one that conforms to all the instructions, requirements, terms and conditions of the tender documents, without material deviation, reservation or omission.

A material deviation, reservation, or omission is one that:

i. Affects in any substantial way the scope, quality, or performance of the works specified in the Tender Document; or

ii. Would limit in any substantial way, inconsistent with the tender documents, the rights of the National Council for Curriculum and Assessment or the tenderer's obligations under any resulting contract; or
iii. If corrected would unfairly affect the competitive position of other tenderers presenting substantially responsive and compliant tenders.

*Any tender containing a material deviation, reservation or omission, is therefore not substantially responsive and shall be rejected and shall not subsequently be made responsive by the tenderer*.

The classification of a deviation, reservation or omission as material or non-material shall be determined by the objectives and requirements of the individual procurement activity, as stated in the tender document, and shall take into account the impact on key factors, such as cost, risk, time and quality.

Material deviations, reservations or omissions may typically include:

i. Unacceptable time schedules for completion of the works compared with requirements stated in the Tender Document;
ii. Unacceptable alternative technical details, such as inferior design, materials, quality of work/skill, specifications, standards or methodologies; or
iii. Unacceptable counterproposals with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

Non-material deviations may include:

i. Longer completion schedules unless this takes completion of the works past a clearly defined cut-off date stated in the Tender Document;
ii. Minor deviations in the payment terms required;
iii. Tenders offering goods to alternative, but equal or superior specifications and performance;
iv. Tenders offering the specified works but failing to price specific items within the bill of quantities or activity schedule.

The classification of deviations, reservations and omissions as material or non-material must be consistently applied to all Tenders.

Where a tender is determined to be substantially responsive, the Procurement Entity may waive, clarify or correct any non-conformity, error or omission, which does not constitute a material deviation. Such non-conformity, error or omission should be quantified in monetary terms to the extent possible and taken into account in the financial evaluation and comparison of tenders.

**Action:**

- Reject and exclude from further evaluation any tender that is incomplete, unsigned, not accompanied by appropriate (in terms of amount, validity and wording form) Tender Security, not accompanied by essential supporting documents, or not substantially responsive to the technical specifications, contract conditions or other critical requirements stated in the Tender Document.
- Reject and exclude from further evaluation any tender, which contains material deviations, reservations or omissions, and is therefore not substantially responsive.

### 6.13.3 Financial Evaluation of Tenders

Tenders that are determined to be substantially responsive to the requirements of the Tender Document shall be subjected to financial evaluation to determine the evaluated price of each tender, and the lowest evaluated tender.

The evaluated price for each tender is determined by:

i. Taking the tender price, as read out at the tender opening;

ii. Correcting any arithmetic errors, in accordance with the methodology stated in the tender document;
iii. Applying any non-conditional discounts offered in the tender;
iv. Making financial adjustments in accordance with the tender document for any non-material non-conformity, error or omission. Pricing of works items or features, which are clearly omitted in a tender, may be based on the highest prices for corresponding items in other responsive tenders. Note, that by convention, un-priced sub-items in a bill of quantities are normally assumed to be covered in the price of the main item and no adjustment to the evaluated tender price is made in this case. Note also that no additional credits may be given for offered features that exceed the required standards or specifications;
v. Converting all tenders to a single currency, using the currency and the source and date of exchange rate indicated in the tender document; and
vi. Applying any margin of preference indicated in the ender document.

Tenders shall be compared by ranking them according to their evaluated price to determining the tender with the lowest evaluated price.

**6.14 Post -Qualification (Repeat Tender Qualifications)**

Post-qualification of the lowest evaluated responsive tenderer should be conducted to determine the tenderer's physical capability to perform the contract. Using the criteria specified in the tender document, this review should include an assessment of the tenderer's technical, financial, technical and managerial resources available to undertake the contract, including the tenderer's current workload:

i. If pre-qualification was conducted, the lowest evaluated responsive tender should be recommended for the award of contract, unless the tenderer's qualifications have since materially deteriorated, or if the tenderer has since received additional work that reduces the available capacity.
ii. Where pre-qualification has not taken place, the lowest evaluated responsive tender should be subjected to post-qualification, according to the procedures described in the tender document.
iii. If the lowest evaluated responsive tenderer fails post-qualification, the tender should be rejected, and the next ranked tenderer should then be subjected to post-qualification examination. If successful, this tenderer should receive the award. If not, the process continues for the other tenderers.
iv. The rejection of a tender for reasons of qualification requires substantial justification, which should be clearly documented in the attachments to the Evaluation Report.
v. A documented history of poor performance may be considered a justification for failing post-qualification if the tenderer is unable to demonstrate that steps have been taken to resolve previous problems.

**6.15 Evaluation Reports and Recommendations**

The Tender Evaluation Panel will prepare an evaluation report for submission to the Tender Committee. The evaluation report should be prepared using the standard format for the Evaluation of Goods and Works, and include:

i. A summary of the tenders received and opened;
ii. The results of the preliminary examination;
iii. The results of the technical evaluation;
v. Reasons why any tenders were declared non-responsive. (Attach copies of selected pages from tenders if necessary, to show examples of objectionable features);
vi. Details of any non-material deviations, which were accepted and the way in which they were quantified and taken into account in the financial evaluation;
v. The evaluated price of each tender, showing any corrections or adjustments to the tender price and any conversion to a common currency;

An explanation of:

i. Any inconsistencies between prices and modifications to prices read out at tender opening.
ii. Any substantial corrections for arithmetic errors, which may affect the ranking of tenderers.
iii. Any additions, adjustments, and priced deviations that may affect the ranking of tenderers.
iv. Any cross-discounts not read out and recorded at the tender opening.
v. The ranking of the tenders, according to their total evaluated price;
vii. A statement of the lowest evaluated substantially responsive tender, for each lot where applicable, clearly establishing the actual amount of the contract award;
viii. Confirmation that the total price quoted by the lowest evaluated responsive tender is acceptable compared with the original estimated cost of the procurement;
ix. The results of any post-qualification examination; and
x. A recommendation to award the contract or contracts to the lowest evaluated responsive tenderer or combination of tenderers, or other appropriate recommendation, such as the cancellation of the procurement process. The Evaluation Panel may recommend that all of the tenders be rejected if:

- None of the tenders are found to be responsive;
- All of the tenders are unreasonably high in price compared to the cost estimate;
- None of the tenderers are qualified;
- There is deemed to be an absence of competition, (however lack of competition is not usually decided solely on the basis of the number of tenderers).

Attach to the evaluation report:

i. Copies of any correspondence with tenderers who raised objections to the tender or evaluation process, together with detailed responses;
ii. Copies of any letters from tenderers requesting clarifications, and responses to them, and tender clarifications requested by National Council for Curriculum and Assessment and their responses;
iii. Any separate evaluation report from a consultant, if one was engaged for this purpose;
iv. All required tables and supporting documents.
v. Minutes of tender opening meeting;
vi. Tender opening record and attendance list; and
Vii any other supporting documents

Ensure that the tender evaluation report is double-checked, signed and complete before submitting for approval by the tender committee. The evaluation report forms a part of the record of procurement proceedings required under Section 28 of the Act.

### 6.16 Review and Approval of Evaluation Report

The relevant review authority (the Tender Review Board of the Ministry of Education or Central Tender Review Board) will review the evaluation report and recommendations presented in the Evaluation Report.

The review authority, before giving approval, will ensure that any written complaints made by tenderers concerning the tender process have been addressed and responded to. If the complaint reveals a serious breach of procedures or ethics, the review authority may recommend rejection of the evaluation report and call for re-tendering.

**Action:**
The review authority will:

- Check the accuracy of the evaluation and recommendations as submitted;

- Decide whether the price increase is justified if the price of the lowest evaluated responsive tender is higher than the original estimated cost. If the price is not acceptable, recommend that the tender should be re-advertised, cancelled, or the scope of works reduced;
- Reject any evaluation report which contains serious inaccuracies or flaws and return to the Tender Evaluation Panel with written comments for correction and re-submission;
- Ensure that all discussions and decisions of the review authority are reported in the minutes of the meeting.

### 6.17 Extension of Tender Validity

The duration of tender validity is specified in the tender document and should be confirmed in the signed Tender Form submitted by each tenderer. If circumstances occur in which award cannot be made within the original tender validity period, extensions in writing should be requested from tenderers, in accordance with the tender document. The evaluation and award of contract should be completed within the period set for the validity of tenders. The date for expiry of tender validity must be monitored and attention drawn to this deadline not less than two (2) weeks before the expiry date.

If, due to unforeseen circumstances, the task cannot be completed within the set period, Procurement Unit may contact tenderers to seek their agreement to an extension of the tender validity. Tenderers who refuse this request may withdraw from the tender without incurring any penalty, but tenderers who agree to an extension will also be required to extend their Tender Securities for an appropriate period.

When an extension of tender validity period is requested, tenderers shall not normally be requested or be permitted to change the quoted price or other conditions of their tenders. However, the tender document may provide for an appropriate price adjustment mechanism when requests for second or subsequent extensions are made, to reflect changes in the cost of inputs for the contract over the period of extension.

**Action by Procurement Unit:**

- Maintain a diary reminder of all tender validity dates and advise the responsible officer not less than two weeks before the expiry date so that appropriate action can be taken in time.
- Determine the additional time required to complete the evaluation and award of the specific contract. Any extension of tender validity should be for the minimum period required to complete the evaluation, to obtain the necessary approvals and to award the contract.
- Prepare an individual letter to each tenderer requesting their formal approval to an extension of the validity of tenders and an extension of their Tender Securities (where necessary) for the required period. Set a date for written responses to be received by Procurement Unit, stressing that tenderers who do not respond in time will be considered to have withdrawn their tenders.
- Send the letter by registered post or deliver by hand to each tenderer and obtain a receipt.
- Tenderers have the right to refuse to grant an extension of tender validity without forfeiting their Tender Security. If a tenderer refuses to extend the validity of the tender then, upon expiry of the original tender validity period, the Tender Security shall be returned and the tender not considered further.

Only tenderers who respond confirming their unconditional acceptance and enclosing any required extension to their Tender Security may be considered for further evaluation and award of contract.

### 6.18 Award of Contract

Following approval from the relevant review body, the contract will be awarded to the tenderer who has submitted the lowest evaluated responsive tender who has been determined to be qualified to be able to perform the contract shall be commenced.

**Action:**

- Prepare/update the Activity and Expenditure Initiation Form and obtain approval of the commitment of funds against the budget of the Procurement Entity.
- Prepare at least four copies of the contract ready for signature by each party to the contract, and include all specific details relating to the tenderer, the Conditions of Contract, and the tenderer's offer. A clear statement on when the contract becomes effective is also essential since certain contract clauses could be connected with this date, e.g. Mobilisation, Site Possession, Validity of Performance Security, etc.
- Obtain the signature of Executive Director or authorised representative on all copies of the contract.

Note that the four copies of the contract will be distributed after signature as follows:

- Original – Procurement Unit;
- 1st Duplicate – Supplier/Contractor;
- 2nd Duplicate – the Technical Department (beneficiary department) concerned; and
- 3rd Duplicate – Legal Officer.

Ensure that the contract is duly recorded in the Contracts Register maintained by the Procurement Unit. Arrange the immediate return of Tender Securities to all tenderers and the successful contractor as soon as the contract becomes effective.

### 6.19 Award Notification

Notice of the tender award shall be issued promptly to the successful tenderer. The successful tenderer shall be required to confirm in writing acceptance of the tender award and submit the appropriate Performance Security (if required).

The tenderer shall be invited for contract signature, on receipt by Procurement Unit acceptable performing security where necessary or where this is not practical, provided with all copies of the contract for signature and return of all signed copy of the contract to the Procurement Unit. These signed contracts shall be distributed above.

Failure of the tenderer to confirm acceptance of the award, or to submit the Performance Security, or to sign the contract may constitute grounds for the annulment of the award and forfeiture of the tenderer's Tender Security. In that event, the National Council for Curriculum and Assessment may award the contract to the next lowest evaluated tenderer, whose offer is substantially responsive and determined to be qualified to perform the contract satisfactorily.

The National Council for Curriculum and Assessment is required to submit notice of contract awards to the Public Procurement Authority within thirty (30) days of contract signature, for publication on the Public Procurement Authority website and/or in the Procurement Bulletin. The information on contracts awarded/signed shall include the:

- Name of the Contractor;
- Description of the works;
- Contract Sum;
- Duration of the contract; and
- The source of funding.

All unsuccessful tenderers should be notified immediately once the contract has been signed. Tender securities of unsuccessful tenderers should be promptly returned after awards have been made.

### 6.20 Return of Tender Securities

All Tender Securities must be returned immediately to the tenderers, as soon as they are no longer required, i.e. once the relevant contract is signed and all conditions for contract effectiveness have been met.

### 6.21 Contract Management

Effective management of contracts is essential to ensure that the objectives of the procurement process are achieved and that both parties to the contract complete all contractual obligations and activities efficiently. The Procurement Unit or the Technical Department concerned must ensure that routine monitoring of all current contracts is maintained so that swift remedial measures can be taken when problems arise, or preventative action taken when problems are foreseen. There are many post-contract issues that need to be dealt with, monitored and resolved before the contract reaches its conclusion including:

- Contract Effectiveness;
- Appointment of a Supervising Engineer;
- Preparation of Interim and Final Certificates;
- Deduction of Retentions and payments to the Contractor;
- Contractual Disputes;
- Delays in Performance;
- Claims for Damages;
- Insurance Claims;
- Tests on materials and works executed
- Initial and Final Acceptance of the works;
- Release of Performance Securities and Retentions;
- Contract Closure.

### 6.22 Contract Effectiveness

Although both parties may have signed the contract, the legal effectiveness of the contract may be dependent on one or more of the following conditions:

- Receipt by the Supplier of the Advance Payment; or
- Site possession by the Contractor.

**Actions by Procurement Unit:**
Procurement Unit is to ensure that:

- Any Performance Security specified in the contract is received by National Council for Curriculum and Assessment before contract signature;
- Any Advance Payment specified in the contract is paid immediately when the Advance Payment Security is received from the Supplier or Contractor;
- Vacant site is handed over to the contractor.

### 6.23 Contract Supervision and Administration

The Project Manager or Supervising Engineer will undertake contract supervision and administration in consultation with the Procurement Unit and the Technical Department.

Supervision and administration of works contracts is often a complex task relying heavily on the experience and qualifications of the Project Manager or Supervising Engineer.

**Action:**

- Maintain close supervision of the contractor's performance, work done, materials used, and labour force on the site to ensure that potential problems are identified as early as possible.
- Notify the contractor in writing requesting rectification of any deficiencies in quality of work/skill, materials used, safety or environmental standards, or other required performance standards
- Hold regular site meetings with the contractor to identify the causes of any slippage in the schedule of works.

- Receive regular progress reports from the contractor and ensure that written records of any disputes or contract variation orders issued are maintained.
- Ensure that any significant problems, variation orders, day work claims, compensation events, cost overruns, or slippage in the timetable are brought to the attention of the National Council for Curriculum and Assessment.
- Initiate and supervise any process for claims against insurance or the contractor.
- Conduct detailed checks on the contractor's claims for work performed, re-measure as appropriate, and prepare Interim Payment Certificates, deducting any retention percentage specified in the Contract.
- Participate in inspections for Interim and Final Handover of the Works and prepare the Final Payment Certificate releasing retention money to the Contractor

### 6.24 Practical and Final Takeover of Works

Practical Initial and final takeover of works shall be certified by an Inspection and Acceptance Team comprised of the Project Manager/Supervising Engineer, and a representative from each of the Initiating Departments and the Technical Department.

On issue of practical takeover certificate by the Inspection and Acceptance Team Committee, part of any retention monies held may be paid to the contractor if specified in the contract. Following the end of the defects liability period and subject to all defects being rectified, the Inspection and Acceptance Team will certify the final takeover of the Works and sign the Certificate of Completion. On issuance of the final takeover certificate by the Inspection and Acceptance Team, a Final Certificate shall be raised to authorise payment of the balance of any retention monies due to the contractor.

### 6.25 Defects Liability Period

During the defect liability period, the contractor is obliged to repair/replace any defects at the contractor's own cost. However, if the defect is proven to be as a result of a design problem, whereby the contractor was not involved in the design, then National Council for Curriculum and Assessment will bear the costs of rectification.

### 6.26 Payment for Works

For Payment Certificates raised by the Project Manager or Supervising Engineer, the National Council for Curriculum and Assessment will:

Complete a Payment Voucher ensuring the deduction of any advance payments already made, retention percentages, and any contractual penalties incurred by the Contractor.

Attach the:

- Original claim from the contractor and the Payment Certificate issued by the Project Manager or Supervising Engineer;
- Original of any Interim or Final Inspection Report;
- Results of any analytical surveys;
- Calculation of any penalties, liquidated damages allowable under the contract;
- Copies of relevant information from the contract document, records of approval and financial authorisations.

Record the payment in the Contract Register.

Forward the Payment Voucher to the relevant review/vetting authorities for further processing.

### 6.27 Delays in Performance

The contractor in accordance with the time schedule prescribed in the contract should complete performance of the works. Where this is not the case:

i. The contractor must notify the National Council for Curriculum and Assessment, through the Project Manager, in writing of the conditions delaying performance, including full details of the delay, the likely duration and the cause(s).
ii. The National Council for Curriculum and Assessment will immediately assess the situation in consultation with the Project Manager, and may at its discretion extend the contractor's time for performance, with or without liquidated damages as specified in the contract.
iii. If the time for performance is extended, both parties shall ratify such extension by a formal addendum to the contract subject to approval by the Tender Committee.
iv. A delay by the contractor in the performance of obligations may render the contractor liable to liquidated damages if specified in the contract document, except where:
    a) The delay is as a result of Force Majeure;
    b) The delay is attributed to actions or inactiveness of the National Council for Curriculum and Assessment;
    c) An extension of time is agreed between the two parties without the application of liquidated damages.

**Action:**

- Refer to the relevant clauses in the Conditions of Contract for the procedure to be followed to apply, calculate and claim liquidated damages.
- Update the Procurement file and Contract Register to reflect any delays in the contractor's performance.
- Ensure that the end-user department is notified immediately of all such delays.

### 6.28 Resolution of Contractual Disputes

Most minor disputes may be resolved by discussion and agreement between the Project Manager and the contractor to rectify the cause of complaint.

Any formal written complaints received from a contractor should be fully investigated and referred to the Governing Council to authorise correspondence or formal negotiations with the contractor.

Where an adjudicator is appointed under the contract, such adjudication may result in an unfavourable decision in favour of the contractor, and should therefore be treated as a last resort once all other possibilities for agreement are exhausted

**Action:**

- Examine the contract carefully to be aware of all contract conditions relating to the Resolution of Disputes.
- Determine if the National Council for Curriculum and Assessment is at fault or partly at fault, and if so, take appropriate action to rectify the problem.
- Invite the contractor to a formal meeting, within seven (7) days of the complaint, to discuss the issues and try to agree a compromise acceptable to both parties. Ensure that accurate written Minutes are kept of any such meeting. If an agreement is reached which changes any of the conditions of the contract, approval of the Tender Committee required before the agreement can be implemented.
- If no initial agreement is reached and negotiations conducted by the Executive Director also fail, consider the use of any adjudication or arbitration services as specified in the contract.

Prepare any necessary addendum to the contract for signature.

### 6.29 Termination of the Contract

The parties to the contract normally have the right to terminate the contract, but to protect the National Council for Curriculum and Assessment, advice of the Legal Department, and if necessary the Public Procurement Authority should always be sought if the National Council for Curriculum and Assessment is considering such action.

Contracts should not be terminated without examining all possible alternatives, unless all parties to the contract mutually agree the termination.

**Action:**

The Procurement Unit should:

i. Examine the contract carefully to be aware of all contract conditions and penalties relating to the Termination of Contract.

ii. Follow the advice of the Legal Officer and or the Public Procurement Authority in the preparation of any correspondence and settlement of any contractual penalties.

### 6.30 Contract Amendment

Contract amendment may become necessary as a result of the application of price variations specified in the contract, re-measurement, day works, variation orders, compensation events, the resolution of disputes, additional or reduced requirements by the National Council for Curriculum and Assessment, agreements to extend the time schedule, or from accepted increases or decreases in prices. The contract may allow the National Council for Curriculum and Assessment to modify contract values by a pre-determined percentage when this is in the public interest and essential for the work of the National Council for Curriculum and Assessment.

All other amendments to costs, quantities, time-periods and other terms and conditions of the contract must be approved by the Tender Committee and confirmed in a formal contract amendment or addendum.

The Procurement Unit will:

i. Identify and agree with the contractor the specific clauses in the contract which need to be changed, and the new values or terms and conditions which are to apply;
ii. Prepare a draft contract amendment document for approval by the Tender Committee together with a report justifying the reasons for the amendment,
iii. Following approval by the Tender Committee,
iv. Record any change in contract value in the Commitment Register and in the Contract Register, record any other contractual changes in the Contract Register;

# 7 Procurement Of Consultancy Services

Procurement of consultant services is a specialised form of procurement requiring tender procedures and documents, which are very different to those for standard goods and works. This Chapter covers the guidelines for the procurement of Consultancy Services. Consultancy services is defined under Act 663 as Services which are of intellectual and advisory nature provided by firms or individuals using their professional skills to study, design and organise specific projects, advise clients, conduct training or transfer knowledge. Technical services cover services that are tendered and contracted on the basis of performance of measurable physical output examples are drilling, mapping, surveys and aerial photography

## 7.1 Special Features of Consultancy Procurement

The use of merit-point evaluation systems and two-envelope tendering procedures are routine features in the procurement and selection of consultants. Selecting consultants for long or complex assignments on the basis of cost alone is unlikely to achieve the required quality of services.

## 7.2 Merit-Point Systems

A merit point system uses a point-scoring basis to determine the winning consultant. Points are awarded for technical capability and usually for the financial cost, according to criteria specified in the Request for Proposals. The consultant scoring the highest number of points is usually recommended for the award of contract.

Where cost is a factor in selection, technical quality for consultancy assignments is normally awarded eighty per cent (80%) of the total points and cost twenty per cent (20%).

Merit point systems are also used to evaluate whether proposals pass a minimum technical score to proceed to a final financial evaluation (Quality Cost Based Selection Method).

The financial envelopes of all consultants whose proposals pass the minimum technical score are then opened. (In the interest of transparency, a second public opening of financial proposals are conducted) the proposal with the lowest price is then recommended for award of contract.

## 7.3 Two-envelope tendering

To avoid any chance of the consultant's price influencing the technical evaluation under a merit point system, financial proposals are submitted in a separate sealed envelope. The financial envelope must only be opened after the technical evaluation is completed and approved by the Tender Committee.

In the interest of transparency, a second public opening of the financial proposals of those consultants who have passed the technical evaluation stage is held.

## 7.4 Methods of Selecting Consultants

The standard methods for selection of consultants are:

- Quality and Cost Based Selection;
- Quality Based Selection;
- Least Cost Selection; and
- Selection Under Fixed Budget.
- Selection Based on Consultant's Qualification;
- Single Source Selection.

### 7.4.1 Quality and Cost Based Selection

Quality and Cost-Based Selection is the standard method of selection for most consultant services, and uses a merit-point scoring system. The technical capabilities and experience of the consultants and personnel, and the quality of the proposal submitted in response to the Terms of Reference, will receive the major percentage of the total points to be awarded. Only firms whose technical proposals have achieved a minimum technical score will be considered for award of contract. The

best compromise between technical quality and cost of the services is often achieved by allocating eighty per cent (80%) of the total points to the technical features of the proposal and twenty per cent (20%) to the financial score.

### 7.4.2 Quality-Based Selection

Quality-Based Selection may be suitable for complex, difficult to define, or highly specialised assignments, where the best expertise available is required without consideration of the price. In this case, only technical proposals are evaluated, with the winning tenderer being invited for detailed negotiations to agree the price of the services and the contract.

Quality-Based Selection is suitable for the following types of assignments:

i. Complex or highly specialised assignments where it is difficult to define precise Terms of Reference and the required input from the consultants, and for which the client expects the consultants to demonstrate innovation in their proposals (for example, sector studies, multi-sector feasibility studies, design of a hazardous waste plant or of an urban master plan, financial sector reforms);
ii. Assignments that have a long term impact and in which the objective is to have the best experts available (for example, feasibility and structural engineering design of such major infrastructure as large dams, policy studies of national significance, management studies of large government agencies); and
iii. Assignments that can be carried out in very different ways, and therefore proposals may not be directly comparable (for example, management advice, or policy studies in which the value of the services depends on the quality of the analysis).

The Request for Proposals should not indicate the estimated budget, but may provide the estimated number of key staff and time, specifying that this information is given as an indication only, and that consultants are free to propose their own estimates.

The Request for Proposals may require submission of a technical proposal only (without a financial proposal), or request submission of both technical and financial proposals at the same time, but in separate envelopes (two-envelope system). Only the financial envelope of the highest ranked technical proposal is opened and the rest are returned unopened to the tenderers, after negotiations with the winning consultant are successfully concluded.

If technical proposals only are invited, after evaluating the technical proposals, the Consultant with the highest ranked technical proposal will be invited to submit a detailed financial proposal.

The National Council for Curriculum and Assessment and the Consultant should then negotiate the financial proposal and the contract.

Other aspects of the selection process are identical to those of Quality Cost Based Selection.

### 7.4.3 Selection under a Fixed Budget

Fixed Budget Selection may be used when the assignment is simple, can be clearly defined, and there is only a strictly limited budget available for the services. Consultants are invited to submit their best technical proposal within the fixed budget price and award of contract is made to the highest scoring technical proposal

This method is only appropriate when the assignment is simple and can be precisely defined; and when the budget is fixed.

The Request for Proposals will indicate the available budget and request the consultants to provide their best technical and financial proposals in separate sealed envelopes, within the stated budget.

The Terms of Reference must be carefully prepared to ensure that the budget is sufficient for the consultants to perform all of the expected tasks. Technical proposals will be evaluated and tenderers who pass the minimum technical score will be invited to a public opening of their financial envelopes.

Tenderers whose technical proposals fail to meet the minimum technical score will have their financial envelopes returned unopened. Any financial proposals that exceed the indicated budget should be rejected.

The Consultant who has submitted the highest ranked technical proposal within the budget will be selected for award of contract.

#### 7.4.4 Least-Cost Selection

This method is more appropriate to selection of consultants for assignments of a standard or routine nature (audits, engineering design of noncomplex works, etc.) where well-established practices and professional standards exist and when the contract value is small.

i. A minimum qualifying score for the required quality is established and stated in the Request for Proposals.
ii. Technical and Financial Proposals are required to be submitted in separate envelopes by the short-listed tenderers.
iii. Technical envelopes are opened first and evaluated. Those tenders scoring less than the minimum qualifying score are rejected. The financial envelopes of the remaining tenderers are opened in public.
iv. The firm with the lowest price is selected for contract award.

#### 7.4.5 Selection Based on Consultants' Qualifications

This method may be appropriate for very small assignments where the need for submission and evaluation of detailed competitive proposals is not justified.

i. Expressions of Interest and information on the consultants' experience and competence relevant to the assignment are requested.

ii. The firm with the most appropriate qualifications and references is selected.

iii. The selected firm is invited to submit a combined technical and financial proposal, and then invited to negotiate the proposal and the contract.

#### 7.4.6 Single-Source Selection

Single-source selection of consultants lacks the benefit of competition in regard to quality and cost, the selection is not transparent, and may encourage unacceptable practices. Therefore, single-source selection should only be used in exceptional circumstances. The justification for single-source selection must be examined carefully to ensure economy and efficiency and is subject to prior approval by the Public Procurement Board.

Single-source selection is appropriate if there is a clear advantage over competitive selection for instance:

i. For tasks that are a natural continuation of previous work carried out by the Consultant;
ii. Where rapid selection is essential (for example, in an emergency situation);
iii. For very low value assignments;
iv. When only one firm is qualified or has the necessary experience for the assignment.

#### 7.4.7 Use of individual Consultants

Individual consultants are normally employed on assignments when:

i. Teams of personnel are not required;
ii. Additional outside (home office) professional support is not required;
iii. The experience and qualifications of the individual are the major requirement.

If co-ordination, administration, or collective responsibility may become difficult because of the number of individuals required, it may be advisable to employ a firm.

Individual consultants are selected on their qualifications for the assignment.

i. Selection may be on the basis of references or through comparison of qualifications among those expressing interest in the assignment or approached directly by the Procurement Entity.
ii. Individuals must meet all relevant qualifications and be fully capable of carrying out the assignment.
iii. Capability is judged on academic and professional background, experience, knowledge of local conditions and culture, administrative systems, and government organisation, and language skills as appropriate.

### 7.5 Steps of the Procurement Process

The procedures and guidelines in this Manual are based on the standard Quality Cost Based Selection process of selection although other selection methods may be used in appropriate circumstances.

The procurement of consultancy services will normally include the following steps:

i. Preparation of the Terms of Reference.
ii. Preparation of a cost estimate and confirmation of available budgeted funds.
iii. Advertising for Expressions of Interest (if appropriate) or preparation of the shortlist of consultants from existing pre-qualified firms.

Preparation and issue of the Request for Proposal, including:

- Letter of Invitation;
- Information to Consultants;
- The Term of Reference
- Draft contract.

iv. Receipt of proposals.
v. Evaluation of technical proposals.
vi. Evaluation of financial proposals.
vii. Final evaluation according to the criteria stated in the Request for Proposals.
viii. Negotiations and award of the contract to the selected firm.

### 7.6 Terms of Reference

The Terms of Reference must define clearly the objectives and scope of the assignment and provide background information (including a list of existing relevant studies and basic data) to enable the consultant to prepare a proposal.

The Terms of Reference should:

i. Describe the background to the assignment;
ii. State the objectives of the assignment including;
    - The scope of the services;
    - The duration of the assignment;
    - Where applicable, the required inputs in terms of days of work, months or years;
iii. Detail the required outputs, e.g.: reports, recommendations, draft laws, etc. which the consultants will be required to produce (also referred to as ‘deliverables’);
iv. Set the time periods for the deliverables;
v. List any services and surveys necessary to carry out the assignment;
vi. Include details of the services, facilities and counterpart staff to be provided by the Procurement Entity.
vii. Specify detailed requirements when transfer of knowledge or training is an objective, to allow consultants to estimate the required resources;
viii. List the key stuff with corresponding medium academic qualifications, professional qualifications and experience that will be required, to carry out the assignment.

The Terms of Reference must not be over-detailed or inflexible, so that competing consultants may propose their own methodology and staffing.

### 7.7 Request for Expressions of Interest

A request for Expressions of Interest is required by Act 663 for consultant services estimated to cost above the threshold stated in Schedule 3 but may be used on lower value contracts to identify consultants who are qualified prior to the issue of an Request for Proposals.

#### 7.7.1 Expressions of Interest Criteria

Pre-qualification is based upon the capability and resources of prospective consultants to perform the assignment satisfactorily, taking into account their:

- Experience and past performance on similar assignments;
- Capabilities with respect to personnel and facilities;
- Required licensing and professional registrations; and
- Commercial and financial resources.

#### 7.7.2 Advertisement for Expressions of Interest

The request for Expressions of Interest shall be advertised in the same way as for Competitive Tenders and shall contain:

i. Name and address of the Procurement Entity;
ii. Background for the assignment;
iii. The scope of the services required;
iv. The location and required timescale for the completion of the services;
v. Criteria and procedures to be used to evaluate the qualifications of consultants;
vi. Place and deadline for the submission of Expressions of Interest (which shall not be less than four weeks following the first advertisement).

#### 7.7.3 Evaluation of Expressions of Interest and Short-listing

No formal opening of submissions is required but a formal evaluation of the capabilities of each consultant is required against the criteria as stated in the advertisement.

The following details of each firm should be assessed in the selection of a short-list of between three and six consultants:

i. General background of the consultant;
ii. Eligibility in terms of country of origin, turnover requirements and any other conditions stated in the advertisement;
iii. Previous experience of similar assignments;
iv. Competence and sector related experience of the firm;
v. Language proficiency in English;
vi. Relevant experience in Ghana, and other West African States; and
vii. Quality of performance under previous contracts.

Where a large number of consultants pass the stated qualification criteria, it may not be realistic to invite more than six to participate in the specific Request for Proposals. If so, only the best qualified consultants should be selected and invited to respond to the Request for Proposals.

Inform all applicants of the results of the evaluation. Applicants who fail to meet the pre-qualification criteria or reach the shortlist should be briefly advised of the reasons. No further correspondence will be entered into regarding applications.

On completion of the process and approval of the shortlist by the Tender Committee, the Request for Proposals will be issued to the qualified consultants.

### 7.8 Preparation of the Request for Proposals and Evaluation Criteria

The standard tender document provides detailed guidance on preparation of the Request for Proposals.

Specification of the evaluation criteria and number of points to be awarded to each criterion is critical to achieving a satisfactory result in the selection of consultants.

Both technical and financial point scores are assessed initially out of one hundred (100) points for the purpose of clarity. During final evaluation, the scores are combined by applying the weighting percentage stated in the Request for Proposals for technical and financial scores.

#### 7.8.1 Technical Evaluation Criteria

The criteria specified in the Request for Proposals should include:

- The firm's relevant experience for the assignment;
- The quality of the methodology proposed;
- The qualifications and experience of the key staff proposed;
- The extent of participation by nationals among key staff in the performance of the assignment.

The marks for each criterion are aggregated to give the total technical score.

The following table shows the normal range of points to be specified for each criterion, which may be adjusted for specific circumstances. The proposed points must be declared in the Request for Proposals.

**Indicative Weighting of Evaluation Criteria (Consultant Services)**

| | |
|---|---|
| Consultant's experience | (10 to 20 Points) |
| Quality of methodology | (20 to 50 Points) |
| Key professional staff | (30 to 60 points) |
| Transfer of knowledge/skills | (0 to 20 Points) if required in Terms of Reference |
| Local participation | (0 to 10 Points) |

The criteria may be divided into sub-criteria to assist the objectivity of the evaluation. For example, sub-criteria under methodology might be *innovation* and *level of detail*. It is usual to use sub-criteria for key staff to evaluate their qualifications, technical experience and language capabilities. The number of sub-criteria should be kept to the essential minimum and must be fully detailed within the Request for Proposals. This is normally set at between sixty (60) and eighty (80) points depending on the complexity of the assignment.

#### 7.8.2 Consultant's Specific Experience

The points given to experience can be relatively low if this criterion has already been taken into account when short-listing the consulting firms.

#### 7.8.3 Methodology

A large number of points should be given to the response and proposed methodology for more complex assignments (for example, multi-disciplinary feasibility or management studies).

#### 7.8.4 Key Personnel

Only the key personnel should normally be evaluated since they will determine the quality of performance. More points should be assigned if the proposed assignment is complex. When the assignment depends critically on the performance of a Project Manager or key specialist in a team of individuals, more points should be allocated for this person.

Individuals should be evaluated on the following sub-criteria as relevant to the task:

- General qualifications: General education and training, professional qualifications, length of experience, positions held, time with the consulting firm, experience in similar countries, etc;

- Adequacy for the assignment: Specific experience relevant to the assignment in the sector, field, subject, process or activity; and
- Experience in the region: Knowledge of local culture, administrative systems, government organisations, etc.

### 7.8.5 Minimum Technical Score

The minimum qualifying technical score to be achieved for a proposal to proceed to the Financial Evaluation must be specified in the Request for Proposals.

### 7.8.6 Financial Evaluation Criteria

Only proposals that have achieved the pass mark for technical proposals shall be subjected to financial evaluation. In addition to specifying the weighting for technical and financial scores, the Request for Proposals must specify the formula for award of points to each proposal price. Normally the lowest priced proposal receives one hundred (100) points and the other proposals receive points based on dividing their prices by the lowest priced proposal and multiplying by one hundred (100).

The standard procedures for correcting arithmetic and other errors in tender prices will apply to adjust the proposal price before the points are awarded to each proposal.

### 7.8.7 Weighting of Technical and Financial Scores

The relative weightings for technical and financial scores must be stated in the Request for Proposals. This is usually set at eighty per cent (80%) for the technical score and twenty per cent (20%) for the financial score. In this case, the technical score will be multiplied by eighty per cent (80%); and the financial score by twenty per cent (20%) to give the total score for each proposal

## 7.9 Contract Agreement for the Employment of Consultants

The type of contract must be selected when preparing the Request for Proposals and included as a draft with all relevant contract terms and conditions in the Request for Proposals.

## 7.10 Lump Sum (Fixed Price) Contracts

Lump sum contracts are used mainly for assignments in which both the content and the duration of the services and the required output of the consultants are clearly defined:

i. Lump sum contracts are widely used for simple planning and feasibility studies, environmental studies, detailed design of standard or common structures, preparation of data processing systems, etc.
ii. Payments are linked to defined outputs (deliverables), such as reports, drawings, bills of quantities, tender documents, and software programs.
iii. Lump sum contracts are simple to administer because payments are due on attainment of clearly specified outputs.

## 7.11 Time-Based Contract

This type of contract is widely used for complex studies, supervision of construction, technical advisory services, and training assignments. It may also be appropriate when:

i. It is difficult to define the full scope of services, or the input of the consultants required to attain the objectives of the assignment;
ii. The length of services can be precisely defined and deliverables are only incidental to the main purpose of the assignment;
iii. The services are related to activities by others for which the completion period may vary.

**Payments are based on:**

i. Remuneration: Agreed hourly, daily, weekly, or monthly rates for staff;

ii. Reimbursements: Reimbursable items using actual expenses and/or agreed unit prices.

iii. The rates for staff remuneration include salary, social costs, overhead, fee (or profit), and, where appropriate, special allowances.

This type of contract must include a maximum amount of total payments (the contract ceiling) to be made to the consultants.

The contract ceiling usually includes a contingency allowance for unforeseen work and duration, and provision for price adjustments, where appropriate.

Time-based contracts need to be closely monitored and administered by the Procurement Entity to ensure that the assignment is progressing satisfactorily, and payments claimed by the consultants are appropriate.

### 7.12 Tender and Performance Securities

Tender and performance securities for consultants' services are not recommended for the following reasons:

i. Tender securities are not an accepted standard for consultant services tenders and are likely to discourage participation by international consulting firms;
ii. Enforcement of tender securities may be subject to dispute for example when final negotiations fail to reach a satisfactory conclusion;
iii. Performance securities can be easily abused by the Client as personality clashes or other factors beyond the direct control of the Consultant may affect achievement under the contract;
iv. There is often a strong element of subjectivity rather than objectivity in determining the success or failure of an assignment;
v. Securities increase the costs to the consulting industry without evident benefits, and the costs are inevitably passed on to the Client through higher prices.

In lien of the performance security, professional indemnity insurance is usually requested from the successful consulting firm (but such a requirement should have been stated in the Request for Proposals).

### 7.13 Receipt and Opening of Technical Proposals

Tender Opening shall commence immediately after the deadline for submission of proposals (as stated in the Request for Proposals).

The Procurement Unit will co-ordinate the opening, ensure smooth operation of the proceedings, take a register of attendance, prepare minutes of the opening, and advise the Chairperson of the opening session on procedural issues if requested.

The Tender Opening Committee shall comprise at least five (5) persons including the Chairperson. They shall ensure that minutes of the opening proceedings are duly written.

The Chairperson of the Tender Opening Committee will control and direct the proceedings and not allow consultant's representatives to interfere with the work of the Committee. Any objections by a consultant to the procedures or decisions of the opening should be made in writing to the National Council for Curriculum and Assessment.

For purposes of transparency it is not permitted for the opening to be halted or postponed once the process begins.

**Action:**

- Ensure that consultants' representatives are seated separately from the Tender Opening Committee and officials of the National Council for Curriculum and Assessment, and that the name, organisation represented and contact details of all attendees are recorded in an attendance register.

- Ensure the security of documents and proposals at all times during the opening procedure to prevent any unauthorised interference with the documents and process.
- The Chairperson shall open the meeting and outline the procedures to be used for the opening of Technical Proposals.
- Bring in the unopened tender box and/or all proposals, which have been removed from the tender box or could not be accommodated in the tender box.
- Open the tender box, in the presence of the consultants attending, ensure that the inscription on each envelope or sample confirms that it matches the correct proposal and complies with the wording and sealing required in the Request for Proposals. Stack all envelopes in clear view ready for opening.
- Any proposals not received by the deadline for the opening must be rejected and returned unopened to the Consultant. Consultants are not permitted to amend their proposals in any way during the opening or to submit any additional documents during the process.
- Check for any withdrawals or modifications submitted, and match these with the original Proposal before proceeding. Withdrawn proposals shall not be opened once the authenticity of the withdrawal notice has been confirmed.
- Open the first proposal after confirming that all conditions regarding marking and sealing of the envelope have been met and the envelope has not been tampered with.
- Examine the Technical and Financial Proposal envelopes inside to confirm that all conditions regarding marking and sealing of both envelopes have been met and the envelopes have not been tampered with.
- Place the Financial Proposal envelope unopened in a separate pile and proceed to open the Technical Proposal envelope.
- Examine the contents of the envelope and identify, stamp and number all originals and copies, and any separate sections and attachments.

Read out the following details of each Technical Proposal from the Original copy:

- Any proposed modifications or withdrawals;
- The number allocated to the proposal by the Tender Opening Committee;
- The name and country of the Consultant; and
- Social Security and National Insurance Trust and Internal Revenue Service Clearance Certificates
- Any other appropriate information at the discretion of the Chairperson.
- Any envelopes containing substitutions, or modifications, must be subject to the same level of scrutiny, including the reading out of critical details.
- The Chairperson and two Members of the Committee shall initial the original of each Financial Proposal and all attachments thereto.
- Minutes of the opening shall be prepared by the Procurement Unit, signed by the Chairperson of the Tender Opening Committee and made available to any consultant submitting a Proposal who requests a copy.

The Financial Proposals should be handed over to the Tender Evaluation Panel for evaluation.

### 7.14 Evaluation of Technical Proposals

Members of the Tender Evaluation Panel should familiarise themselves with the Request for Proposals (in particular the Terms of Reference), the evaluation criteria and sub-criteria specified in the data sheet, and the selection procedure.

The Tender Evaluation Panel should meet shortly before the deadline for submission of the proposals to confirm that there is a common understanding of the evaluation method, the evaluation criteria and sub criteria. It is important not to wait until after the technical proposals are opened to define the rating system, since these definitions could be biased by the knowledge of the contents of the proposals.

The Evaluation Panel should confirm that its members

i. Have no conflict of interest;
ii. Understand the rating and scoring system;
iii. Have been provided with evaluation worksheets; and
iv. Agree on how to evaluate the proposals.

A meeting of the Tender Evaluation Panel should be held to examine the technical proposal, confirm substantial responsiveness to the conditions specified and that there are no important omissions or deviations from the stated objectives, Terms of Reference, or other key requirements of the Request for Proposals.

The National Council for Curriculum and Assessment may request clarifications from consultants concerning ambiguities or inconsistencies in the proposal. Such requests shall be in writing, and no change in the scope of the originally offered services may be sought or accepted. The responses from consultants shall also be in writing.

Each evaluator should conduct a detailed technical evaluation independently, and record scores using the format provided in the standard evaluation format provided by the Public Procurement Authority. Evaluators should also separately notes particular strengths and weaknesses of each proposal to assist then in justifying the scores they have awarded.

Following completion of individual evaluations, the Evaluation Panel shall meet again to combine the scoring and to discuss the reasons for any wide variations in the scores awarded by individuals.

The Evaluation Panel will then prepare the Technical Evaluation Report using the standard format for approval by the Tender Committee.

### 7.15 Opening of Financial Proposals

Following approval of the Technical Evaluation Report, the Procurement Entity shall notify any firms that failed to reach the required minimum technical score, and invite those firms that passed the minimum score to the opening of Financial Proposals. The technical score granted to each qualify firm shall be disclosed to all qualified firm prior to the opening of the financial proposals

The opening of Financial Proposals shall commence immediately after the deadline notified to all consultants invited to attend. Procurement Unit will co-ordinate the opening, ensure smooth operation of the proceedings, take a register of attendance, prepare Minutes of the opening, and advise the Chairperson of the opening session on procedural issues if requested.

The Chairperson of the Tender Opening Committee will control and direct the proceedings and not allow consultant's representatives to interfere with the work of the Committee. Any objections by a Consultant to the procedures or decisions of the opening should be made in writing to Executive Director.

For purposes of transparency it is not permitted for the opening to be halted or postponed once the process begins.

**Action:**

- Ensure that consultants' representatives are seated separately from the Tender Opening Committee and officials of the Procurement Entity, and that the name, organisation represented and contact details of all attendees are recorded in an attendance register.
- Ensure the security of documents and proposals at all times during the opening procedure to prevent any unauthorised interference with the documents and process.
- The Chairperson shall open the meeting and outline the procedures to be used for the opening of Financial Proposals.
- Bring in the unopened Financial Proposals and place them in clear view of all participants.
- Read out the Technical Scores awarded to each consultant during the technical evaluation.

- Open the first Financial Proposal after confirming with the Consultant that envelope has not been opened or tampered with in any way.
- Examine the contents of the envelope and identify, stamp and number all originals and copies, and any separate sections and attachments.
- Read out the following details of each Financial Proposal from the Original copy:
  - The number allocated to the Proposal by the Tender Opening Committee;
  - The name and country of the Consultant; the currency of the Proposal;
  - The total Proposal price;
  - Any discounts offered; and
  - Any other appropriate information at the discretion of the Chairperson.
- The Chairperson and two Members of the Committee shall initial the original of each Financial Proposal and all attachments thereto.
- Record the details read out of each Proposal in the Register of Opening, and record any corrections and errors or omissions that were noted during the opening and capture in the Minutes of the Opening.

Minutes of the Opening shall be prepared by the Procurement Unit, signed by the Chairperson of the Tender Opening Committee and made available to any consultant submitting a Proposal who requests a copy in writing.

The Financial Proposals should be handed over to the Tender Evaluation Panel for evaluation.

#### 7.15.1 Evaluation of Financial Proposals

The Tender Evaluation Panel should examine the Financial Proposals to confirm substantial responsiveness to the conditions specified and that there are no important omissions or deviations from key requirements of the Request for Proposals.

The National Council for Curriculum and Assessment may request clarifications from consultants concerning ambiguities or inconsistencies in the Financial Proposal. Such requests shall be in writing, and no change in the price or scope of the originally offered services may be sought or accepted, except for the correction of arithmetic errors. The responses from consultants shall also be in writing.

Correct any purely arithmetical errors in tenders in accordance with the procedure stated in the Request for Proposals. Note that if there is any discrepancy between numbers and written figures, the written figures shall prevail. If both the quantity and the total price are indicated in the Proposal, arithmetic should be checked and if there is a discrepancy, the unit price shall govern. All errors in extension (multiplying the unit price by the quantity) and totalling should be corrected and the Consultant notified.

Consultant cannot be permitted to retain an arithmetical error in extension or totalling by changing the unit price. Notify Consultants of any such arithmetic corrections, and request written, agreement of the Consultant to the correction.

If a Consultant does not accept the correction of an arithmetical error, the Proposal must be rejected.

Any communication between National Council for Curriculum and Assessment and a Consultant during the examination of Proposals shall be made in writing.

The Evaluation Panel shall:

i. Calculate the financial score of each proposal applying the formula specified in the Request for Proposals.
ii. Combine the technical and financial scores for each proposal using the methodology stated in the Request for Proposals, rank proposals in the order of their total scores and recommend the Consultant with the highest score for contract negotiations.

iii. Complete the Evaluation Report using the standard format with recommendations for approval by the Tender Committee.

### 7.16 Negotiation of Contract

Following approval of the Evaluation Report and recommendations by the Tender Committee, the Procurement Unit shall invite the recommended consultant for contract negotiations in accordance with the procedure stated in the Request for Proposals.

Negotiation is expected to ensure agreement on all points and to result in an agreed draft contract. Negotiation may include discussions on the technical proposals the proposed methodology (Work Plan), staffing and any suggestions that may have been made by the consultant to improve the Terms of Reference. The National Council for Curriculum and Assessment and the consultant shall then establish the final Terms of Reference, staffing, scheduling of services and clarify any general financial issues such as taxes payable and mode of payment.

The selected firm should not be allowed to substitute key staff, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. Any substitution of key staff by the Consultant will require the offering of an equivalent or better candidate.

Where the selection process specifies a time-based form of contract, the Consultant is requested to provide justification of the unit rates quoted for individual staff. Negotiation of staff rates and reimbursable expenses may be discussed in this instance. Financial adjustments to any lump-sum price proposals may only be made through modifications to the scope of the proposed services.

A detailed record of negotiations shall be maintained and signed by the Procurement Entity and the Consultant.

The Tender Committee or appropriate Review Board shall incorporate the final Terms of Reference, agreed methodology and any financial adjustments in the draft contract for approval of contract award.

### 7.17 Award of Contract

Following approval from the Governing Council, the contract will be awarded.

**Action:**

- Prepare/update the Activity and Expenditure Initiation Form and obtain approval of the commitment of funds against the budget of the National Council for Curriculum and Assessment.
- Prepare at least four copies of the contract ready for signature by each party to the contract, and include all specific details relating to the consultant, the Conditions of Contract, and the Consultant's offer. A clear statement on when the contract becomes effective is also essential since certain contract clauses such as mobilisation, and advance payment issues could be connected with this date
- Obtain and include in the contract a professional indemnity insurance policy, if stated in the Request for Quotations
- Obtain the signature of the Executive Director or authorised representative on all copies of the contract.

Note that the four copies of the Contract will be distributed after signature as follows:

- Original – Procurement Unit;
- 1st Duplicate – Consultant;
- 2nd Duplicate – the Technical Department concerned; and
- 3rd Duplicate – Legal Officer.

Ensure that the contract is duly recorded in the Contracts Register maintained by the Procurement Unit.

### 7.18 Award Notification

A formal notice of tender award shall be issued to the successful consultant, who will be required to confirm in writing acceptance of the contract award, requesting for the submission by the consultant of a professional indemnity insurance policy as necessary.

The consultant shall be invited to attend for contract signature, or where this is not practical, provided with the copies of the contract for signature and return of all signed copies of the Contract to the Procurement Unit.

Failure of the consultant to confirm acceptance of the award, or to sign the contract will constitute grounds for the annulment of the award. In that event, the National Council for Curriculum and Assessment may cancel the proceedings and invite the Consultant who submitted the next ranked Proposal for negotiations.

Procurement Entities are required to submit notice of contract awards to the Public Procurement Authority within thirty (30) days of contract signature, for publication on the Public Procurement Authority website and/or in the Procurement Bulletin. The information on contracts awarded/signed shall include the:

- Name of the Consultant;
- Description of the services;
- Contract Sum;
- Duration of the contract;
- Method of procurement used; and
- The source of funding.

All unsuccessful consultants should be notified immediately once the contract has been signed.

### 7.19 Contract Management

Effective management of contracts is essential to ensure that the objectives of the procurement process are achieved and that both parties to the contract complete all contractual obligations and activities efficiently. The Procurement Unit must ensure that routine monitoring of all current contracts is maintained so that swift remedial measures can be taken when problems arise, or preventative action taken when problems are foreseen.

### 7.20 Contract Effectiveness

Although both parties may have signed the contract, the legal effectiveness of the contract may be dependent on one or more of the following conditions:

- Receipt by the Consultant of the Advance Payment; or
- Mobilisation by the Consultant.

**Actions:**

Ensure that:

- Any Advance Payment specified in the contract is paid immediately when the Advance Payment Security is received from the Consultant;
- Any Letter of Credit required is issued promptly
- The Consultant meets the agreed dates for mobilisation and commencement of work.

### 7.21 Contract Supervision and Administration

The Project Manager in consultation with the Procurement Unit will undertake contract supervision and administration

**Action:**

- Ensure that any contractual obligations of the Procurement Entity are provided in a timely and efficient manner.
- Maintain routine supervision of the consultant's performance and progress to ensure that potential problems are identified as early as possible, and notify the Consultant in writing requesting rectification of any deficiencies in required performance standards.
- Receive regular progress reports from the consultant and ensure that targets for submission of key deliverables required are met.
- Conduct detailed checks on the consultant's claims for payment to ensure that contractual requirements are met and process invoices for payment, deducting any agreed sums for repayment of an Advance Payment as specified in the contract.
- Confirm the provision of all contract deliverables before closing the contract file.

### 7.22 Payment for Consultant Services

For release of any Advance Payment or subsequent invoices approved by the Project Manager, the Procurement Entity will:

Complete a Payment Voucher ensuring the deduction of any advance payments already made, and any contractual penalties incurred by the Consultant.

**Attach the:**

- Original invoice from the Consultant;
- Original of any Inspection Report required by the contract;
- Copies of relevant information from the contract document, records of approval, and financial authorisations.
- Record the payment in the Contract Register.
- Forward the Payment Voucher to the relevant approving/vetting authority for further processing.

### 7.23 Resolution of Contractual Disputes

Most minor disputes may be resolved by discussion and agreement between the Project Manager and the Consultant to rectify the cause of complaint.

Any formal written complaints received from a Consultant should be fully investigated and referred to the Executive Director to authorise correspondence or formal negotiations with the Consultant.

**Action:**

- Examine the contract carefully to be aware of all contract conditions relating to the Resolution of Disputes.
- Determine if the National Council for Curriculum and Assessment is at fault or partly at fault, and if so, take appropriate action to rectify the problem.
- Invite the Consultant to a formal meeting, within seven (7) days of the complaint, to discuss the issues and try to agree a compromise acceptable to both parties. Ensure that accurate written minutes are kept of any such meeting. If an agreement is reached which changes any of the conditions of the Contract, approval of the Tender Committee or the Executive Director is required before the agreement can be implemented.
- If no initial agreement is reached and negotiations conducted by the Executive Director also fail, consider the use of any adjudication or arbitration services as specified in the contract.
- Prepare any necessary addendum to the contract for signature.

### 7.24 Termination of the Contract

The parties to the contract normally have the right to terminate the contract, but to protect the National Council for Curriculum and Assessment, advice of the Legal Department, or if necessary

Ministry of Justice and the Public Procurement Authority should always be sought if the National Council for Curriculum and Assessment is considering such action.

Contracts should not be terminated without examining all possible alternatives, unless all parties to the contract mutually agree the termination.

**Action:**

The Procurement Entity should:

- Examine the Contract carefully to be aware of all contract conditions and penalties relating to the Termination of Contract.
- Follow the advice of the Legal Officer/ Ministry of Justice and the Public Procurement Authority in the preparation of any correspondence.

### 7.25 Contract Amendment

Contract amendment may become necessary as a result of the resolution of disputes, additional or reduced requirements by the National Council for Curriculum and Assessment, agreements to extend the time schedule, or from accepted increases or decreases in prices. The contract may also allow the National Council for Curriculum and Assessment to modify contract values by a pre-determined contingency percentage when this is in the public interest and essential for the work of the National Council for Curriculum and Assessment.

All other amendments to costs, services, time-periods and other terms and conditions of the contract must be approved by the Tender Committee and confirmed in a formal contract amendment or addendum.

The Procurement Unit will:

- Identify and agree with the Consultant any specific clauses in the contract which need to be changed, and the new values or terms and conditions which are to apply;
- Prepare a draft contract amendment document for approval by the Tender Committee together with a report justifying the reasons for the amendment, following approval by the Tender Committee:
- Record any change in contract value in the Commitment Register and in the Contract Register;
- Record any other contractual changes in the Contract Register;
- Arrange for signature of the contract amendment the number of copies, the original contract.
- Distribute copies of the contract amendment in the same way as the original contract.

# 8 Stores Management

This Chapter deals with receipt, issue, and disposal of stores at the National Council for Curriculum and Assessment and the Governing Council. These procedures are meant to ensure consistency, efficiency, effectiveness and transparency in the management of stores.

## 8.1 Receipt of Stores:

The following steps shall apply:

Upon delivery of stores, the storekeeper or stockholder shall check it for quantity and quality against the purchase order. If the storekeeper or stockholder is satisfied the information shall be record in the Stores Receipt Voucher.

The storekeeper or stockholder shall also receive the supplier's invoice and Way Bill covering the Goods delivered and together with copies of the Stores Receipt Voucher, and distribute to designated officers:

- Accounts Section for payment;
- Head of the User Agency,
- Purchasing Department;
- Logistics and
- Inspection Section.

The Storekeeper or the Stockholder shall retain copies for inspection purposes.

## 8.2 Accountability of Stores

The Heads of Units shall be accountable for the proper care, custody and use of supplies and equipment from the time of acquisition until they have been used or otherwise disposed off in accordance with these procedures.

## 8.3 Issuance of Stores

Where stores are being issued out for use, the storekeeper or stockholder shall satisfy himself that the requisition has been signed by an officer authorized to do so; the requisition is made within the limit of normal supply in that; the stockholder may reduce the requisition or offer suitable alternatives or shall advise otherwise, if stockholder is not satisfied with the requisition, or if the requisition is likely to deplete the stock the stockholder may issue part of the required quantity and the balance when the stockholder has secured replenishment.

## 8.4 Disposal of Stores

When stock becomes obsolete, redundant, unserviceable, or surplus to requirements, the items should be disposed off in an orderly and systematic fashion as below:

The Tender Committee shall set up periodic Board of Surveys at six months intervals of all stocks and equipment's held by various departments to ascertain whether any items have become surplus, obsolete, or unserviceable to requirement.

Equipment becoming permanently unserviceable or reaching a state in which it cannot be used economically or safely shall be taken out of use and placed in secure custody.

The membership of the Board of Survey established by the Tender Committee shall be of the following:

i. A representative of the National Council for Curriculum and Assessment
ii. A representative of the Finance and Administration
iii. A Senior Technician (in the specialized area)
iv. A representative from the procurement department
v. The Storekeeper or Stockholder of the Department concerned
vi. A representative of the Internal Audit Department.

The technician shall inspect the goods or equipment to ascertain their serviceability or otherwise. The reasons for any item becoming surplus, obsolete or unserviceable shall be explained and recommendations submitted on the mode of disposal as indicated.

The Report of the survey shall be submitted to the Finance and Administration of the National Council for Curriculum and Assessment. Upon receipt of the report of the Board of Survey, the Governing Council shall instruct the Procurement Unit to dispose of, or supervise the disposal of the equipment or supplies in accordance with the recommendations of the survey team.

The Procurement Unit shall effect disposal in any of the following ways:

a) Transfer to other departments with or without financial adjustment as may be directed;
b) Sale by Public tender;
c) Sale by Public Auction;
d) Disposal by dismantling and use as spares for other government properties; and
e) Dumping and destruction.

Regulations made under Section 86 of the Public Procurement Act 2003, Act 663 shall be consulted.

# 9 Dealing With Complaints

## 9.1 Review of Procurement Process

Any supplier, contractor or consultant who claims to have suffered, or that may suffer loss or injury due to a breach of a duty imposed on the Procurement Entity by the Act, may seek a review of the procurement process.

However, the following shall not be subject to a review process:

- The selection of the method of procurement used;
- The choice of a selection procedure;
- The limitation of procurement proceedings to Nationals;
- A decision by the Procurement Entity to reject tenders, proposals, offers or quotations.

A complaint shall, in the first instance, be submitted in writing to the Head of the Procurement Entity [the Governing Council] if the procurement contract has not already entered into force.

## 9.2 Review by Procurement Unit

The executive Director shall not entertain a complaint unless it was submitted within twenty–one days after the supplier, contractor or consultant submitting it became aware of the circumstances giving rise to the complaint, or when that supplier, contractor, or consultant should have become aware of those circumstances, whichever is earlier.

The Executive Director may entertain or continue to entertain a complaint after the procurement contract has entered into force.

The Governing Council shall attempt to resolve a complaint by mutual agreement of the supplier, contractor or consultant and the National Council for Curriculum and Assessment.

The Executive Director shall, within twenty-one (21) days after the submission of the complaint, issue a written decision:

- Stating the reasons for the decision; and
- If the complaint is upheld in whole or in part, indicating the corrective measures that are to be taken.

If the Executive Director does not issue a decision within twenty-one (21) days, the supplier, contractor, or consultant, submitting the complaint is entitled to institute proceedings for administrative review by the Public Procurement Authority.

## 9.3 Administrative Review by the Public Procurement Authority

A supplier, contractor or consultant entitled to seek review may submit a complaint to the Public Procurement Authority within twenty-one days after: the supplier, contractor or consultant became aware of the circumstances giving rise to the complaint; or the time when the supplier, contractor or consultant ought to have become aware of those circumstances, if the complaint cannot be submitted through the Executive Director because of the entry into force of the procurement contract; if the Executive Director does not entertain the complaint because the procurement contract has entered into force, and the complaint is submitted within twenty-one (21) days after the issuance of the decision by the Executive Director not to entertain the complaint; if the Executive Director does not issue a decision within twenty-one (21) days after the submission of the original complaint and the complaint is submitted to the Public Procurement authority within twenty-one (21) days after the expiry of the period for review by the Executive Director; or if the supplier, contractor, or consultant claims to be adversely affected by a decision of the Executive Director and the complaint is submitted within twenty (20) days after the issue of the decision by the Executive Director.

On receipt of a complaint, the Public Procurement Authority shall give notice of the complaint promptly to the National Council for Curriculum and Assessment.

The Public Procurement Authority may:

- Declare the legal rules or principles that govern the subject-matter of the complaint;
- Order that the provisions of the Act be complied with;
- Require the National Council for Curriculum and Assessment that has acted or proceeded in an illegal manner, or that has reached an illegal decision, to act or to proceed in a legal manner or to reach a legal decision;
- Annul in whole or in part an illegal act or decision of the National Council for Curriculum and Assessment, other than any act or decision bringing the procurement contract into force;
- Revise an illegal decision by the National Council for Curriculum and Assessment or substitute its own decision for the decision, other than any decision bringing the procurement contract into force;
- Require the payment of compensation for reasonable costs incurred by the supplier, contractor or consultant who submitted the complaint, in connection with the procurement proceedings as a result of an illegal decision of, or procedure followed by the National Council for Curriculum and Assessment;
- Order that the procurement proceedings be terminated;
- Dismiss the complaint and require the payment of compensation for reasonable costs incurred by the National Council for Curriculum and Assessment or the Public Procurement Authority.

The Authority shall, within twenty-one (21) days of starting a review, issue a written decision concerning the complaint, stating the reasons for the decision.

Correspondence pertaining to any complaint shall be copied to the Authority.

### 9.4 Rules Applicable to Review Proceedings

The Executive Director or the Public Procurement Authority shall notify the suppliers, contractors, or consultants participating in procurement proceedings about the submission of a complaint and of its substance within fourteen (14) working days after the submission of the complaint for review.

A supplier or contractor or any government authority whose interests are or could be affected by the review proceedings is entitled to participate in the review proceedings.

A supplier, contractor, or consultant who fails to participate in the review proceedings is barred from subsequently making the same type of claim.

A copy of the decision of the National Council for Curriculum and Assessment or of the Public Procurement Authority shall be furnished within five (5) days after the issue of the decision to the supplier, contractor, or consultant submitting the complaint to the National Council for Curriculum and Assessment and to any other supplier, contractor or government authority that has participated in the review proceedings.

After the decision has been taken, the complaint and the decision shall be promptly made available for inspection by the general public, but no information shall be disclosed if its disclosure would be contrary to law, would impede law enforcement, would not be in the public interest, would prejudice legitimate commercial interests of the parties or would inhibit fair competition.

### 9.5 Suspension of procurement proceedings

Where review proceedings are initiated, the procurement proceedings may be suspended for seven (7) days if the complaint:

- Is not frivolous;
- Contains a declaration which demonstrates that the supplier, contractor or consultant will suffer irreparable damage if the suspension is not granted; and is likely to succeed; and the grant of the suspension will not cause disproportionate harm to the National Council for Curriculum and Assessment or to other suppliers, contractors, or consultant.

When the procurement contract enters into force, upon the submission of a complaint, performance of the procurement contract shall be suspended for seven (7) days, if the complaint meets the requirements set out above.

The Executive Director and the Public Procurement Authority may extend the suspension in order to preserve the rights of the supplier, contractor, or consultant who is a party to the review pending the disposition of the review proceedings, but the total period of suspension shall not exceed thirty (30) days.

The suspension provided for shall not apply if the National Council for Curriculum and Assessment certifies that urgent public interest consideration requires the procurement to proceed. The certification shall state the grounds for the finding that urgent considerations exist and shall be made a part of the record of the procurement proceedings, and it is conclusive with respect to administrative review.

Any decision by the National Council for Curriculum and Assessment under this section and the grounds and circumstances shall be made part of the record of the procurement proceedings.

### 9.6 Corrupt Practices

The National Council for Curriculum and Assessment and participants in a procurement process shall, in undertaking procurement activities, abide by the provisions of Article 284 of the Constitution. An act amounts to a corrupt practice if so construed within the meaning of corruption as defined in the Criminal Code, 1960 (Act 29).

### 9.7 Financial Administration Tribunal

The Financial Administration Tribunal set up under Act 654, has jurisdiction to hear and determine matters that fall for determination under this Manual; to enforce recommendations of the Public Accounts Committee on the Auditor-General's reports as approved by Parliament; and to enforce contracts and bonds entered into in pursuance of this Manual.

**Schedules to the Manual**
**SCHEDULE 1 (Section 21, Section 42, Section 44, Section 66)**
**Figure 2: Thresholds for Procurement Methods**

| **Thresholds for Procurement Methods** | |
|---|---|
| **Contract Value Threshold** | |
| **1. Procurement Method/Advertisement** | |
| Goods | Above GHC 35 billion |
| Works | Above GHC 70 billion |
| Technical Services | Above GHC 35 billion |
| | |
| **2. International Competitive Tender** | |
| Goods | Above GHC 15 billion |
| Works | Above GHC 20 billion |
| Technical Services | Above GHC 2 billion |
| | |
| **3. National Competitive Tender** | |
| Goods | >GHC 200 million up to 15 billion |
| Works | >GHC 500 million up to 20 billion |
| Technical Services | >GHC 200 million up to 2 billion |
| | |
| **4. Restricted Tendering** | |
| | Subject to Approval - Procurement Board |
| | |
| **5. Price Quotation** | |
| Goods | Up to GHC 200 million |
| Works | Up to GHC 500 million |
| Technical Services | Up to GHC 200 million |
| | |
| **6. Single Source Procurement and Selection** | |
| | Subject to Approval - Procurement Board |
| | |
| **7. Advertisements for Expressions of Interest** | |
| | For Consulting Services in local newspapers - above GHC 700million |
| | |
| **8. Least-Cost Selection** | |

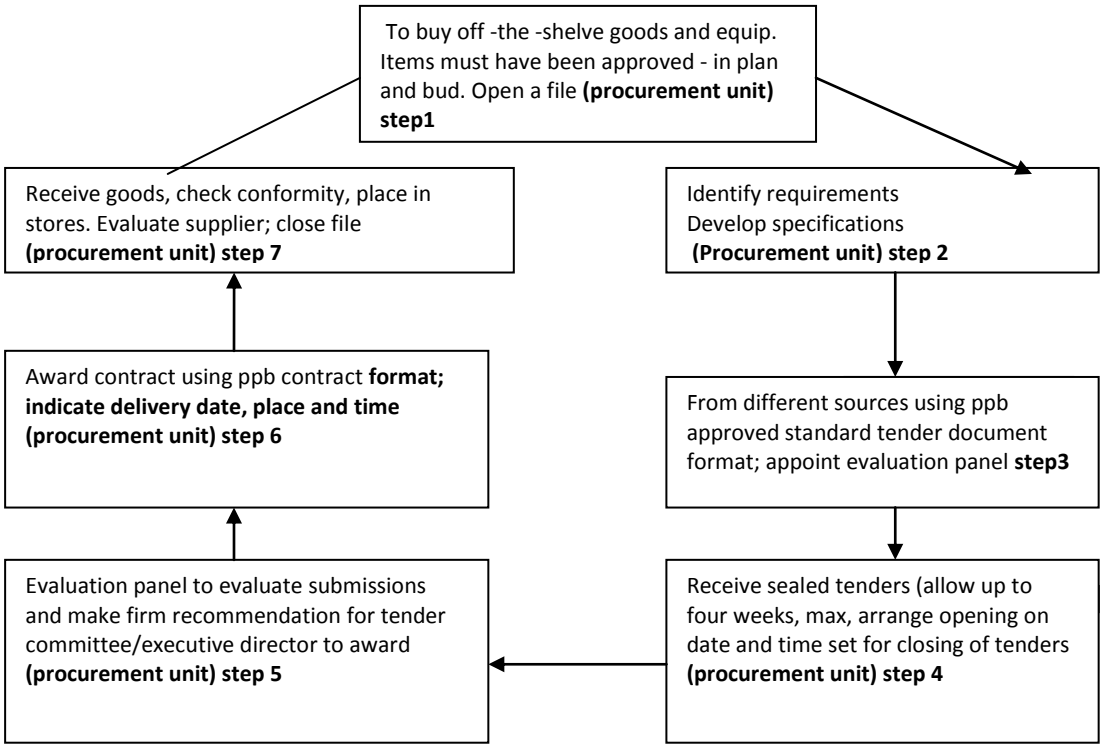
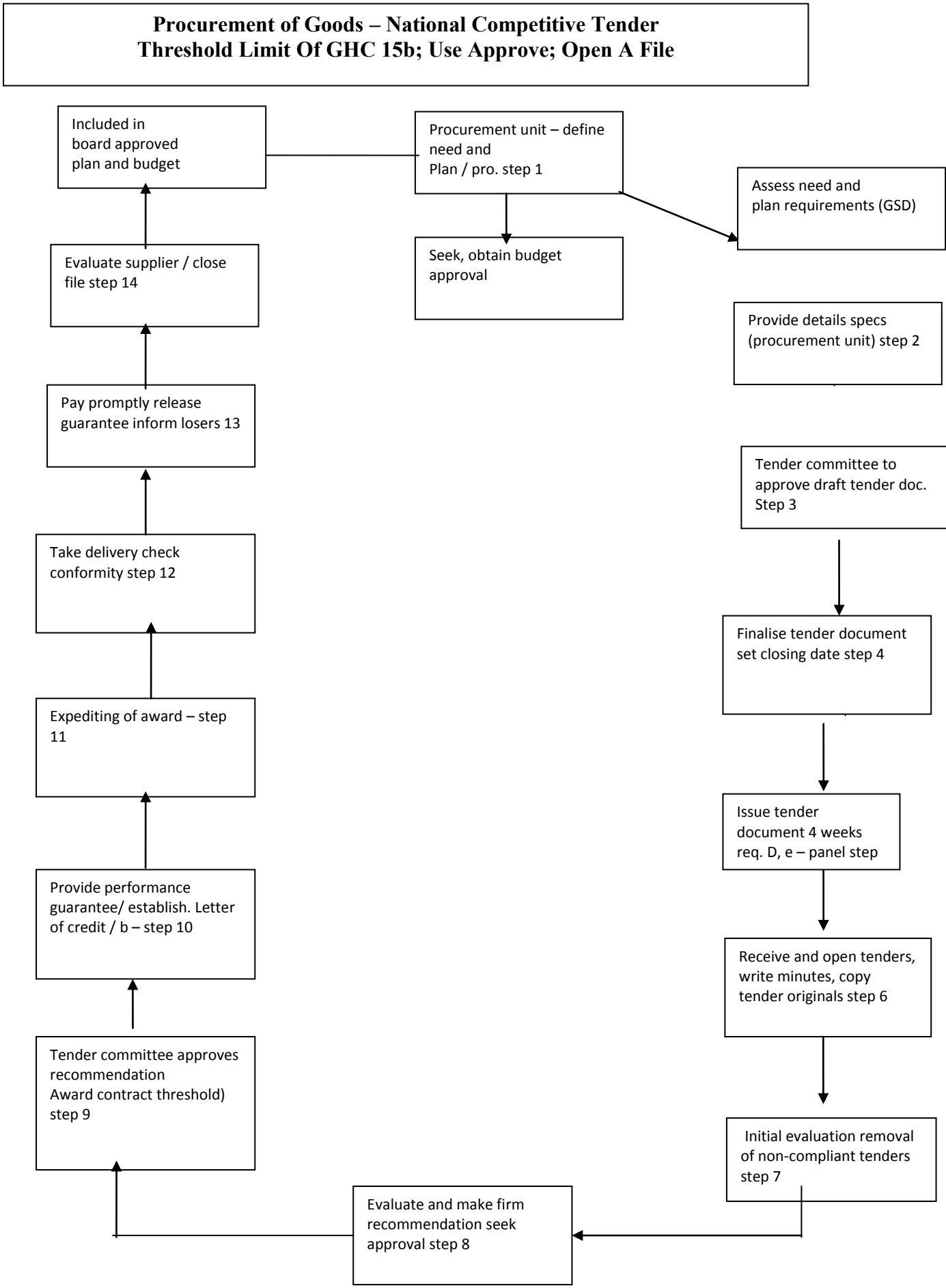
| | |
|---|---|
| | Up to GHC 700million |
| | |
| **9. Selection based on Consultant's Qualifications** | |
| | Up to GHC 350m |
| | |
| **10. Single Source-Selection** | |
| | Subject to Approval - Procurement Board |

**Schedule 2**

**Figure 3: Procurement Authorisation level (Amounts in Ghana Cedis)**

| | **Goods** | **Works** | **Technical Services** | **Consulting Services** |
|---|---|---|---|---|
| **Authority** | | | | |
| | | | | |
| **Head of Entity** | | | | |
| | Up to 50m | Up to 100m | Up to 50m | Up to 50m |
| | | | | |
| **Entity Tender Committee** | | | | |
| | >50m-250m | >100m-500m | >50m-250m | >50m-100m |
| | | | | |
| **Ministerial and Regional Tender Review Board** | | | | |
| | >1.0b-8.0b | >2.0b-15.0b | >1.0b-8.0b | >500m-3.5b |
| | | | | |
| **Central Tender Review Board** | | | | |
| | Above 8.0b | Above 15.0b | Above 8.0b | Above 3.5.0b |

**Procurement of Goods**
**Request for Quotations (Threshold Ceiling of GHC Up To 1.0b)**
**The purchasing department (procurement unit) is to follow the steps described below**
**Procurement unit is to use procurement board approved standard tender document formats**



**Steps to Follow:**