Sub-Clause 24.1.

26.4 Tenders (and modifications sent pursuant to ITT Sub-Clause 25.2) that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

26.5 The Purchaser will prepare minutes of the tender opening at the end of the opening session, including, as a minimum: the name of the Tenderer and whether there was a withdrawal or modification; the tender price; including any discounts or alternatives offered if permitted in the Tender Data Sheet; the presence or absence of a tender security; the presence or absence of requisite powers of attorney.

A copy of the minutes shall be sent to all tenderers who submitted a tender.

27. Clarification of Tenders

27.1 During evaluation of the tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the tenders, in accordance with ITT Sub-Clause 30.1.

28. Confidentiality

28.1 Information relating to the examination, clarification, evaluation, and comparison of tenders, and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the notification of Contract award is made to all Tenderers.

28.2 Any effort by the Tenderer to influence the Purchaser in the Purchaser’s tender evaluation, tender comparison, or contract award decisions may result in the rejection of the Tenderer’s tender.

28.3 From the time of tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to its tender, it should do so in writing.

29. Examination of Tenders and Determination of Responsiveness

29.1 The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. In the case where a prequalification process has been
30. Correction of Errors

30.1 Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Tenderer does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

31. Conversion to Single Currency

31.1 To facilitate evaluation and comparison, the Purchaser will convert all tender prices expressed in the various currencies in which they are payable to Ghana Cedis at the selling exchange rate established for similar transactions by Ghana Association of Bankers or a commercial bank in Ghana.

31.2 The currency selected for converting tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the Tender Data Sheet.

32. Evaluation and Comparison of Tenders

32.1 The Purchaser will evaluate and compare the tenders that have been determined to be substantially responsive, pursuant to ITT Clause 29.

32.2 The Purchaser’s evaluation of a tender will exclude and not take into account:

(a) in the case of Goods manufactured in Ghana or Goods of foreign origin already located in Ghana, sales and other similar taxes, that will be payable on the Goods if a contract is awarded to the Tenderer;

(b) in the case of Goods of foreign origin offered from abroad, customs duties and other similar import taxes that will be payable on the Goods if the contract is awarded to the Tenderer; and

(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

32.3 The comparison shall be between the EXW price of the Goods offered from within Ghana, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the Goods offered from outside Ghana.