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## SECTION I

### NOTICE / LETTER OF INVITATION

Tender No: **GOIL/PRO/2010/001**

The Ghana Oil Company Limited (GOIL) invites sealed Tenders from eligible consultants to undertake its rebranding project aimed at rebranding the company to reposition it locally and internationally.

A complete set of Tender documents in English may be inspected and purchased by interested Consultants from the address below, from 8<sup>th</sup> February, 2010 to 24<sup>th</sup> March, 2010 upon payment of a non-refundable fee of **Two Hundred Dollars (\$ 200.00)** or its equivalent in Ghana cedis for each set.

Consultants shall submit the following documents together with their tender documents.

- Current Tax Clearance Certificate
- Certificate of Incorporation
- Certificate to commence business
- VAT Registration Certificate
- Bid Security/Bond of 2% of Tender sum

Additionally, local Consultants should include SSNIT Registration Certificates.

All interested eligible consultants are invited to submit sealed tenders clearly marked “Tender for GOIL Rebranding Project” to the address specified below;

Tenders must be deposited in the Tender Box after signing the submission register at the Solicitor Secretary’s Office on the 1<sup>st</sup> Floor of the GOIL Head Office located at the Junction of Kojo Thompson & Adjabeng Roads, Accra on or before 10 a.m. on 24<sup>th</sup> March, 2010. Late Tenders shall be rejected.

Tenders shall be valid for a period of 90 days after the deadline of tender submission.

Tender opening shall be at the Board room of GOIL Head Office (or alternative location to be notified in writing, by fax or by email to all tenderers), in the presence of the Consultants or their representatives who choose to attend at the address provided below. The Tender document may be purchased and submitted at the address below:

GOIL HOUSE,  
House No. D 659/4,  
Junction of Kojo Thompson & Adjabeng Roads,  
Accra, Ghana.  
Tel: 233-21-688214/5/6/7

The completed tender document should be addressed to;

THE MANAGING DIRECTOR  
GHANA OIL COMPANY LIMITED  
HEAD OFFICE,  
P.O.BOX GP 3183  
ACCRA-GHANA

## **BACKGROUND**

### **1. Background**

The Ghana Oil Company Limited (GOIL) was incorporated as a private limited liability company on June 14, 1960 as Agip Ghana Company Limited with the objective of marketing petroleum and related products particularly fuel, liquefied petroleum gas (LPG), lubricants, bitumen etc in Ghana. The shareholders were Agip SpA of Italy and SNAM SpA.

On the 16<sup>th</sup> of December 1969, SNAM SpA transferred its 10% shareholding to Hydrocarbons International Holdings of Zurich, Switzerland. The Government of Ghana in 1974 acquired the shares of Agip SpA and Hydrocarbons International Holdings in Agip Ghana Company Limited and by a special resolution passed in 1976 changed the name of the Company to Ghana Oil Company Limited (GOIL).

The Government of Ghana in the late nineties put the company on the divestiture list. The divestiture implementation committee subsequently engaged consultants to divest the company. The consultants advertised the company internationally for divestiture via a tender system.

Several bids were received including a bid from the staff, management, dealers and a consortium of local institutions. Subsequently, a decision was taken to stop the process. The Government of Ghana in 2004 took a decision to take the company off the divestiture list and instead divest part of its interest through the Ghana Stock Exchange. This was in view of GOIL's foreseeable strategic role in future deregulated and competitive oil marketing industry.

GOIL was listed on the Ghana Stock Exchange on the 16<sup>th</sup> November 2007. The Company currently has about 17,000 shareholders with Government of Ghana as the majority shareholder with 51% shareholding.

The company is gradually moving into the mid-stream sector by exploiting some of the opportunities offered by the oil find. The company currently supplies fuel to some of the companies engaged in the exploratory activities.

### **MISSION**

The mission of GOIL is to:

- Market quality petroleum and other energy products and services in all its branches in an ethical, healthy, safe, environmentally friendly and socially responsible manner.
- Produce and manufacture goods or provide services which enhance or support the marketing, distribution and sale of the Company's products and services.

### **VISION**

GOIL's vision is to be a world class provider of goods and services in the petroleum and other areas of the energy industry.

### **2. Purpose of this Project**

Ghana Oil Company Limited (GOIL) intends to appoint a qualified and experienced service provider to provide services to rebrand GOIL, for it to be recognized as the preferred petroleum company in Ghana and West Africa.

Therefore, the use of the GOIL logo and its positioning statement must be standardised in its application across all divisions by providing set guidelines for usage by internal and external stakeholders. At the same time the positioning statement must be relevant, distinctive, simple and alive. It must be lived by all its employees and agencies.

## SECTION II. INFORMATION TO CONSULTANTS (ITC)

### TERMS & CONDITIONS

#### A INTRODUCTION

1. **Scope of Tender**
  - 1.1 Ghana Oil Company Limited {GOIL} (hereinafter referred to as the Employer) wishes to receive proposals to rebrand the company.
  - 1.2 All proposals, which should comprise Technical proposals and Financial proposals, are to be completed and submitted to the Employer in accordance with the Instructions to Consultants (ITC).
2. **Eligibility**
  - 2.1 This Request for Proposal is open to all eligible Consultants indicated in the eligibility criteria stated in the Data Sheet contained in this Request for Proposals (RFP) document.
  - 2.2 All Consultants shall be required to pay a non-refundable fee of **US\$200.00** or its equivalent in Ghana cedis by Bankers Draft payable to Ghana Oil Company Limited, or direct transfer to a GOIL Account, to purchase of the Request for Proposal (RFP).
3. **Costs of Tender**
  - 3.1 The Consultant shall bear all costs associated with the preparation and submission of its proposal, and the Employer will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

#### B THE REQUEST FOR PROPOSAL

4. **Content of Request for Proposal**
  - 4.1 The Consultant is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required by the RFP or submission of a proposal not responsive to the RFP in every respect shall result in the rejection of its proposal.
5. **Clarification of RFP**
  - 5.1 A prospective Consultant requiring any clarification of the RFP may request the Employer in writing, email or by fax at the Employer's address indicated in the Data Sheet. The Employer will respond in writing or by fax or by email to any request for clarification of the RFP which it receives not later than ten (10) working days prior to the deadline for the submission of RFPs. The Employer's response (including an explanation of query without identifying the source of inquiry) will be sent in writing or fax or email to all prospective Consultants, who have purchased the RFP.
6. **Amendment Of RFP**
  - 6.1 At any time prior to the deadline for submission of RFP, the Employer may, for any reason, modify the Tender Documents by issuing Addenda.
  - 6.2 Any Addendum will be notified in writing, email or fax to all prospective Consultants who have purchased the RFP, and shall be a part of the RFP.
  - 6.3 Where the Employer issues the Addendum very close to deadline for submission of proposals, the Employer may extend the deadline for submission of Proposals in accordance with deadline for submission of proposals.

## C. PREPARATION OF RFP

- 7. Language of Tender** 7.1 The proposal prepared by the Consultant and all correspondence and supporting documents relating to the RFP, shall be in English.

**8. Documents Comprising the RFP**

**8.1 Technical Proposal**

- 8.1.1 In preparing the Technical Proposal, Consultants are expected to examine the documents constituting the RFP in detail. Material deficiencies in providing the information requested shall result in rejection of a proposal.

- 8.1.2 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(i) If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other Consultants or entities in a joint venture or sub consultancy, as appropriate. Consultants may associate with the other Consultants invited for this assignment only with approval of the Employer. Consultants must obtain the approval of the Employer to enter into a joint venture with Consultants not invited for this assignment. Foreign Consultants are encouraged to seek the participation of local Consultants by entering into a joint venture with, or subcontracting part of the assignment to, national Consultants.

(ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relationship with it.

(iii) Proposed professional staff should, preferably, have the experience of working under conditions similar to those prevailing in the country of the assignment.

(iv) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(v) Reports to be issued by the Consultants as part of this assignment must be in the language specified in the Data Sheet. It is desirable that the Consultant's personnel have a working knowledge of the Employer's national language.

8.1.3 The Technical Proposal shall provide the following information using the formats of the attached Standard Forms in Section 3.

(i) A brief description of the Consultant's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract amount, and Consultant's involvement.

(ii) A description of the methodology and work plan for performing the assignment.

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years spent working for the Consultant and degree of responsibility held in various assignments during the last ten (10) years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vi) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(vii) Any additional information requested in the Data Sheet.

8.1.4 The Technical Proposal shall not include any financial information.

## **8.2 Financial Proposal**

8.2.1 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP. The Financial Proposal should follow the format in the attached Standard Forms in Section 4. It lists all costs associated with the assignment, including

(a) remuneration for staff (foreign and local, in the field and at headquarters), and

(b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

8.2.2 The Financial Proposal should clearly estimate, as a separate amount, the Ghanaian taxes (including social security), duties, fees, levies, and other charges imposed under the applicable law, on the Consultants, the sub-Consultants, and their personnel unless the Data Sheet specifies otherwise.

8.2.3 The Consultants should use United States dollars (US\$) to indicate foreign costs, and Ghana cedis (GH¢) for local costs. Where conversion between US\$ and GH¢ has been made, the exchange rate must be stated.

8.2.4 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal submission form.

8.2.5 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Consultant is expected to keep available the professional staff proposed for the assignment or a replacement of such staff subject to clause 14.4. The Employer will make its best effort to complete negotiations within this period. If the Employer wishes to extend the validity period of the proposals, the Consultants who do not agree have the right not to extend the validity of their proposals.

- 9. Currency of RFP** 9.1 The currency for the tender shall be quoted in Ghana Cedis (GH¢) and Ghana Pesewas (Gp) for local costs, and US\$ for foreign costs.

## **10. The Tender Security**

- 10.1 The Consultant shall furnish as part of its Tender, a tender security as specified in the Data Sheet. The tender security is required to protect the Employer against the risk of the Consultant's conduct, which would warrant the security's forfeiture.
- 10.2 The tender security shall, at the Consultant's option, be in the form of either a certified cheque, or Bank Guarantee from a bank in Ghana, a bond issued by an insurance or bonding institution, which has been determined to be acceptable to the Employer. The format of the tender security should be in accordance with the sample forms of tender security. The tender security shall be valid for 28 days beyond the period of validity of the tender.
- 10.3 Any tender not secured in accordance with paras 10.1 and 10.2 will be rejected by the Employer as non-responsive
- 10.4 The tender security of the successful Consultant will be discharged when the Consultant has furnished the required performance security and signed contract.
- 10.5 The tender security shall be forfeited:
- a. if a Consultant withdraws its tender during the period of tender validity specified by the Consultant on the tender form; or

b. in case of a successful Tender, if the Consultant fails within the specified time limit to :

i. sign the contract or

ii. furnish performance security

- 11. Period of Validity of**
- 11.1 Proposals shall remain valid for the period as specified in the Data Sheet, and shall otherwise be rejected by the Employer.
- 11.2 In exceptional circumstances, the Employer may solicit the Consultant's consent to an extension of the period of tender validity. The request and the responses thereto shall be in writing or by fax or by email.
- 12. Deadline for Submission of Tenders**
- 12.1 Tenders must be received by the Employer at the address specified, and not later than the time and date specified in the Data Sheet.
- 12.2 The Employer may, at its discretion, extend this deadline for the submission of proposals by issuing an amendment, in which case, all rights and obligations of the Employer and Consultants previously subject to the original deadline will thereafter be subject to the deadline as extended.
- 13. Late Tenders**
- 13.1 Any proposal not received within the date and time specified will not be accepted and will be returned unopened.
- 14. Modification and Withdrawal Of Tender**
- 14.1 A Consultant may modify or withdraw its proposal after the Tender submission, provided that written notice of the modification or withdrawal is received by the Employer twenty four (24) hours prior to the deadline prescribed for submission of proposals.
- 14.2 The Consultant's modification or withdrawal notice shall be prepared, sealed, marked and dispatched with the outer and inner envelopes additionally marked "Modification" or "Withdrawal" as appropriate. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, received not later than the deadline for submission of proposals.
- 14.3 No proposal may be modified or withdrawn subsequent to the deadline for submission of proposals.
- 14.4 No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of Tender validity specified by the Consultant on the Tender Form. Withdrawal of a Tender during this interval shall result in the Consultant's forfeiture of its Tender security.
- 14.5 Consultants may only offer discounts, or otherwise modify the

prices of their proposals by submitting Tender modifications in or included in the original Tender submission.

## **15. Submission, Receipt, and Opening of Proposals**

- 15.1 The original proposal shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the Consultant itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 15.2 An authorized representative of the Consultant initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- 15.3 For each proposal, the Consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**TWO COPIES**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 15.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"
- 15.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 15.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Evaluation Committee. The Financial Proposal shall remain sealed until all submitted proposals are opened publicly.

## **16. Proposal Evaluation**

### **16.1 General**

From the time the bids are opened to the time the contract is awarded, if any Consultant wishes to contact the Employer on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Employer in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant's proposal.

- 16.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

### **16.3 Evaluation of Technical Proposals**

The evaluation committee, appointed by the Employer as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, relevant subcriteria, and point system specified below (13.3.2.1).

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to rank within the top six (6) proposals.

#### **16.3.1 Evaluation Process**

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All proposals will be evaluated based on the presentations, methodology, creatives and rationale. Based on the number of presentations received, the Employer will shortlist the six best proposals for presentation to the GOIL Board of Directors. An evaluation panel consisting of representatives from the Board of Directors, Management, and GOIL consultants will evaluate the submissions according to the set evaluation criteria and weights.

The following approach will be followed:

- (i) Presentation pitch: One (1) hour will be allocated to the Consultant to present its creative strategy and concepts, field questions, and offer clarifications the panel will request.
- (ii) Consultants will be contacted once a decision has been reached by Employer.

#### **16.3.2 Evaluation Criteria**

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##### **16.3.2.1 Functionality**

###### **(i) Proposal**

Creativity in terms of the positioning and branding of GOIL in relation to strategy, concepts and rationale

**Score 30 Points**

###### **(ii) Credentials/Client List/Work Undertaken**

Exchange (At least 2 years of trading with a major client base) of company and/or individuals within the company. Demonstrate technical ability and resource base in relation to core expertise. Financial Security either through number of trading years. Service providers must be able to demonstrate corporate identity and brand development expertise with strong design and creative capabilities.

Strong project management skills. Ability to facilitate and manage required processed. List of clients, name of campaigns/accounts and estimated values of similar projects. Specific emphasis on Government/parastatal clients. What projects/campaigns of similar nature were handled previously?

**Score 20 Points****(iii) Resources**

Demonstrate in-house capacity in relation to the requirements listed under Phase1. Provide details of sub-contractors expected to provide non-core services.

**Score 10 Points****(iv) Transfer of Skills**

Demonstrate use of SME companies in the provision of non-core services and core services throughout the value chain.

**Score 10 Points****(v) Pricing**

This would be scored with the highest evaluated score being ranked the best.

**Score 20 Points****(vi) Margin of Preference**

Local companies bidding for the project, will be granted a margin of preference.

**Score 10 Points****Total: 100 Points****16.4 Quotations and Selection Procedure**

- (i) The adjudication of quotations will be done in line with the applicable GOIL Procurement Policy and Procedures;
- (ii) The final decision and successful appointment will be made by GOIL and no correspondence will be entered into thereafter. GOIL reserves the right to ultimately decide not to appoint any service provider in terms of this call for quotations;
- (iii) The successful applicant must be ready and available to commence work immediately on appointment;
- (iv) Participating consultants must quote for the full scope of the project and provide quotations with presentation of their proposals;
- (v) The appointed Consultant will be required to provide all of the project documentation and artwork electronically (printed quality and a format for use on Photoshop, Freehand, etc) as well as in hard copy in the form of a Master Corporate Identity Manual (unless otherwise agreed upon);
- (vi) Once appointed, all interaction with GOIL will be through the Corporate Affairs Manager; and

- (vii) All materials developed for the re-branding project, will be the property of GOIL.

## 17 Negotiations

- 17.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 17.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Employer to ensure satisfactory implementation of the assignment.
- 17.3 The financial negotiations will include a clarification (if any) of the Consultant’s tax liability in Ghana, and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 17.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Employer expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Employer will require assurances that the experts will be actually available. The Employer will not consider replacement during contract negotiations unless both parties agree that undue delay in the selection process makes such replacement unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the Consultant may be disqualified.
- 17.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Employer and the Consultant will initial the agreed contract. If negotiations fail, the Employer will invite the Consultant whose proposal received the second highest score to negotiate a Contract.

## 18. Award of Contract

- 18.1 The contract will be awarded following negotiations. After

negotiations are completed, the Employer will promptly notify other Consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Consultants who did not pass the technical evaluation

18.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

## **19. Confidentiality**

19.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

## **20 Termination for Corrupt or Fraudulent Practices**

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

20.2 It is the policy of the Employer to require that Consultants under the Project observe the highest standard of ethics in accordance with the laws of Ghana, and the 10 principles of the Ghana Business Code as adopted from the UN Global Compact. GOIL subscribes to, and is a member of the Ghana Business Code, and expects compliance with the following principles:

### Human Rights

- 1) Businesses should support and respect the protection of internationally proclaimed human rights within their sphere of influence; and
- 2) Businesses should make sure that they are not complicit in human rights abuses.

### Labour Standards

- 3) Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- 4) Businesses should uphold the elimination of all forms of forced and compulsory labour;
- 5) Businesses should uphold the effective abolition of child labour; and
- 6) Businesses should eliminate discrimination in respect of employment and occupation.

### Environment

- 7) Businesses should support a precautionary approach to environmental challenges;
- 8) Businesses should undertake initiatives to promote greater environmental responsibility;
- 9) Businesses should encourage the development and diffusion of environmentally friendly technologies.

## Anti-Corruption

- 10) Businesses should work against all forms of corruption, including extortion and bribery.

For the purpose of this clause:

“corrupt practices” means the offering, giving, receiving or soliciting for anything of value to influence the action of the public official in the procurement process or in contract execution; and“

“fraudulent practices” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practices among RFP (prior to or after proposal submission) designed to establish RFP prices at artificial non-competitive levels and to deprive the benefit of free and open competition;

## 21. Force Majeure 21.1

For the purpose of the Contract, “Force Majeure” means an event beyond the control of the parties to the Contract and not involving either party’s fault or negligence and not foreseeable.

- 21.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part of any obligation under this contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolution, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.
- 21.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of raw materials from regular source shall not be an excuse for the Supplier for not performing its obligations under this clause.
- 21.4 Any waiver/extension of time in respect of the delivery/acceptance of any installment or parts of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
- 21.5 If such inability to perform continues for a period of more than one (1) month, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subjected to Contract terms.
- 21.6 If the Force Majeure situation arises, the Consultant shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Consultant shall continue to perform its obligations under the Contract as far as it is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 22. Termination For Convenience**
- 22.1 The Employer, by written letter sent to the Consultant, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Consultant under the Contract is terminated, and the date upon which such termination becomes effective.
- 23. Resolution of Dispute**
- 23.1 The Employer and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 23.2 If, after twenty eight (28) days from the commencement of such informal negotiations, the Employer and the Consultant have been unable to resolve amicably a Contract dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediation by a third party.

**DATA SHEET**

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

<b>INTRODUCTION</b>	
ITC 1.1	Name of Employer: GHANA OIL COMPANY LIMITED (GOIL)
ITT 2.1	Name of Contract: <b>Ghana Oil Company Limited Rebranding Project</b>
ITT 2.2	Payment will be made only upon employer's approval of invoice submitted to it by the consultant.
ITT 3.1	<p>Invitation for Tenders is open to all those eligible consultants who present the following:</p> <ul style="list-style-type: none"> <li>• Current Tax Clearance Certificate</li> <li>• Certificate of Incorporation</li> <li>• Certificate to commence business</li> <li>• VAT Registration Certificate</li> </ul> <p>Additionally, local tenderers will have to provide:</p> <ul style="list-style-type: none"> <li>• SSNIT Registration Certificate</li> </ul>
ITT 4.1	<p>Employer's Name: GHANA OIL COMPANY LIMITED            Address: P O Box GP 3183 Accra            Telephone: 021- 688214/5/6/7            Facsimile numbers: 021-683102/688164            Email Address: <a href="mailto:info@goilonline.com">info@goilonline.com</a>            Web Address for Project: <a href="http://www.rebrandinggoil.com">www.rebrandinggoil.com</a></p>
ITT 5.1	Employer can modify Tender documents before the Deadline for Submission of Tenders by issuing Addenda
ITT 6.1	Language of the Tender: English

<b>TENDER PRICE AND CURRENCY</b>	
ITT 7.1	<p>The price quoted shall be in Ghana cedis and Ghana pesewas for local costs, and US\$ for foreign costs.            The local prices shall include all duties, taxes and other levies            The Exchange rate, where applicable, must be stated.</p>
<b>PREPARATION AND SUBMISSION OF TENDERS</b>	
	Name, objectives, and description of the assignment are:

### **GOIL Rebranding Project**

- This project involves the creation of a positioning statement, design, reformatting and standardization of all elements that are related to the positioning, branding and corporate identity.

#### **OBJECTIVES**

- To develop a positioning statement that recognizes GOIL as the preferred petroleum company in Ghana, West Africa and internationally;
- To signal a change in direction, focus, attitude and strategy
- To increase GOIL's market share from 18% to 40% by the year 2020;
- To present a consistent face to customers, as a platform to build and sustain momentum as GOIL gears itself of sustainable growth;
- A new and effective identity underlines change, and enables GOIL to succinctly communicate its new vision and focused strategic intent;
- To position GOIL strategically to ensure maximum benefits the new oil find;
- To be able to compete and rub shoulders with all international Oil Marketing Company's (OMC's)
- To be the first point of reference (top of mind awareness) on being the number one OMC in Ghana and West Africa and the rest of the world;
- To create and maintain enabling culture with improved morale, motivation and low staff turnover;
- To standardize the use of the GOIL logo, its application and use in all situations;
- To create a brand book that encapsulates the positioning and the corporate identity of GOIL and its branches that will serve as a framework for all internal and external stakeholders;
- To improve GOIL's competitiveness by creating a common sense of purpose and unified identity, building staff morale and pride, to attract the best talent or even testing new markets or products

1.3 The assignment is phased: Yes (Phase 1 and Phase 2)

#### **PHASE 1**

- Research – Secondary Research and Analytics- Environment Analysis (Business, Competitor Business Intelligence and Target Market Segmentation and Needs)
- Research – Primary Research – Internal in-depth interviews with executive management to assess business, vision, gaps in the market. External in-depth interviews with target market (business) to assess perceptions, attitudes and needs of the target market. Focus groups to assess perceptions, attitudes and needs of the target market
- Develop a positioning statement
- Develop a brand book/manual

- GOIL Logo: The logo must be shown in its different applications (colour, black & white, against backgrounds, correct and incorrect use of the logo, etc.)
- Corporate stationery and templates: The manual must cover all stationery elements including standardization of the corporate letterheads, telefax and memo sheets, complimentary slips and pads, business cards, corporate folder, e-mail signatures, powerpoint presentations, proposals and more;
- Website/Intranet/Electronic Publishing: Guidelines on webpage layout and design, application of logo and colour schemes and redesign and standardization of electronic publishing, CDs, etc;
- Advertising: Design and development of advertising grid templates (for both landscape and portrait), style and identity guidelines for internal and external application;
- Outdoor Advertising: Design and development of templates for billboard and other outdoor advertising material;
- Communication: Development of usage guidelines for all corporate communications in respect to usage of corporate front type, colour codes, etc;
- Promotional Material: Development of proposals for a range of GOIL branded promotional material including clothing, bags, pens, folders, and other giveaways. Guidelines for design and production of corporate banners and other promotional items to be included;
- Publications: Development of guidelines for publications and photographic style;
- Signage: Development and guidelines for signage;
- Décor: Evaluation and development of proposals around Corporate Identity application in GOIL branches/filling stations, the office environment and regional offices.

The service provider appointed to undertake the positioning and branding **may not** necessarily develop all products for GOIL. The items below need to be produced, however, this is not limited to the following:

- 
- Production of corporate identity material;
  - Production of folders, corporate gifts, etc
  - Production of collateral for specific projects
  - Production of information brochure
  - Production of marketing material
  - Production of advertisements/features
  - Production of multimedia
  - Production of electronic newsletters for various stakeholders

## **PHASE 2**

Communication to all stakeholders once the branding has been approved in the form of a brand launch.

	Amount of Tender Security: 2% of Tender Sum
	Tender Validity Period : 120 days
	Number of copies: Three
	Tenders to be Addressed to:  <p style="text-align: center;">The Managing Director, Ghana Oil Company Limited P O Box GP 3183, Accra, Ghana.</p> <p>Head Office Location (for Tender submission): House/No. D596/4, Junction of Kojo Thompson &amp; Adjabeng Roads, Adabraka, Accra.</p>
	<b><i>Contract for Ghana Oil Company Limited Rebranding Project</i></b>
	Deadline for Tender submission: 24 <sup>th</sup> May, 2010.  Date/Place : Before 10.00 a.m. on 24 <sup>th</sup> May, 2010 at the Solicitor Secretary's Office, GOIL Head Office, Accra

	Deadline for Tender Modification and Withdrawal:  Date: 23 <sup>rd</sup> May, 2010 Time: 10.00 am Place: Solicitor Secretary's Office, GOIL Head Office, Accra
	Tender Opening:  Date: 24 <sup>th</sup> May, 2010 Time: 10:30 am Place: Solicitor Secretary's Office, GOIL Head Office, Accra

<b>TENDER EVALUATION</b>	
	Criteria for Tender evaluation shall be on the bases of:  ii) Delivery requirement as per Schedule of Requirements iv) Specific standard or criteria as per Technical Specification
	Delivery schedule: to be delivered in equal lots quarterly or as required
	Alternatives would not be accepted

	A margin of preference equal to 10% of the evaluated Bid price shall be added to all bids by non-domestic bidders
<b>CONTRACT AWARD</b>	
	Notification of Award shall be sent to the successful Tenderer at any time prior to expiration of Tender Validity.
	Tender shall deliver a Performance Security of 2% of Tender Sum

## APPENDIX TO INFORMATION TO CONSULTANTS

### Financial Negotiations

#### Breakdown of Remuneration Rates

##### 1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the Consultant in preparing financial negotiations, a sample form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Employer is charged with the custody of SHAREHOLDERS' funds and is expected to exercise prudence in the expenditure of these funds. The Employer is, therefore, concerned with the reasonableness of the Consultant's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the Consultant's remuneration rates, certified by an independent auditor. The Consultant shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

##### (i) Salary

This is the gross regular cash salary paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

##### (ii) Bonus

Bonuses are normally paid out of profits. Because the Employer does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

##### (iii) Social Costs

Social costs are the costs to the Consultant of staff's non-monetary benefits. These items include, *inter alia*, pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided.

Additional leave taken at the end of an assignment in accordance with the Consultant's leave policy is acceptable as a social cost.

##### (iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

Leave cost as percentage of salarys =

$total\ days\ leave \times 100$

$[365 - w - ph - v - s]$

It is important to note that leave can be considered a social cost only if the Employer is not charged for the leave taken.

**(v) Overheads**

Overhead expenses are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Employer does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

<sup>5</sup> Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

**(vi) Fee or Profit**

The fee or profit shall be based on the sum of the salary, social costs, and overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The Consultant shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

**(vii) Away from Headquarters Allowance or Premium**

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

**(viii) Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents<sup>3/4</sup>the subsistence rate shall be the same for married and single team members.

**2. Reimbursables**

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursables. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either fixed or reimbursable in foreign or local currency.

**3. Bank Guarantee**

3.1 Payments to the Consultant, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the Consultant regular payments in local currency, as long as the services proceed as planned.

[Country]

[Project Name: ]

[Title of Consulting Services]

**REQUEST FOR PROPOSALS**

**RFP #**  
**INFORMATION TO CONSULTANTS**  
**BREAKDOWN OF AGREED FIXED RATES<sup>6</sup>**

[Currencies: \_\_\_\_\_<sup>7</sup>]

Staff Members 1 2 3 4 5 6 7 8

Name

Position

Basic Rate<sup>8</sup>

Social

Charge

(\_\_% of 1)

Overhead

(\_\_% of 1)

Subtotal

Fee

(\_\_% of 4)

Away from

Headquarters

Allowance

(\_\_% of 1)

Total

Agreed Fixed Rate

Agreed Fixed Rate

(\_\_% of 1)

Country Assignment

Home Office

Name of Authorized Representative: \_\_\_\_\_ Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>6</sup> This model form is given for negotiation purposes only. It is not part of the proposals (technical or financial).

<sup>7</sup> If different currencies, a different table for each currency should be used.

<sup>8</sup> Per month, day, or hour as appropriate.

## SECTION 3. TECHNICAL PROPOSAL - FORMS

- 3A. Technical Proposal Submission Form.
  - 3B. Consultant's References.
  - 3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Employer.
  - 3D. Description of the Methodology and Work Plan for Performing the Assignment.
  - 3E. Team Composition and Task Assignments.
  - 3F. Format of Curriculum Vitae (CV) for proposed Professional Staff.
  - 3G. Time Schedule for Professional Personnel.
  - 3H. Activity (Work) Schedule.
- Section 3. Technical Proposal - Standard Forms 28

### 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: \_\_\_\_\_

[Name of Employer]

\_\_\_\_\_  
[Address of Employer]

Dear Sir/Madam,

Title: \_\_\_\_\_

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_ -  
\_\_\_\_\_ [Title of consulting services] in

accordance with your Request for Proposal dated [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours faithfully,

\_\_\_\_\_  
Authorized Signature:

\_\_\_\_\_  
Name and Title of Signatory:

\_\_\_\_\_  
Name of Consultant:

\_\_\_\_\_  
Address:

### 3B. CONSULTANT'S REFERENCES

#### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your Consultancy, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:

Country:

Location within Country:

Professional Staff Provided by Your

Consultancy(profiles):

Name of Employer:

N<sub>o</sub> of Staff:

Address:

N<sub>o</sub> of Professional Staff-Months;

Duration of Assignment:

Start Date (Month/Year):

Completion Date (Month/Year): Approx. Value of Services (in Current  
US\$):

Name of Associated Consultants, If Any:

N<sub>o</sub> of Months of Professional Staff

Provided by Associated Consultants:

Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:

Narrative Description of Project:

Description of Actual Services Provided by Your Staff:

Consultant's Name:

Section 3. Technical Proposal - Standard Forms 30

### **3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Employer:

- 1.
- 2.
- 3.
- 4.
- 5.

Section 3. Technical Proposal - Standard Forms 31

### **3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

Section 3. Technical Proposal - Standard Forms 32

### **3E. TEAM COMPOSITION AND TASK ASSIGNMENTS**

#### **1. Technical/Managerial Staff**

Name Position Task

#### **2. Support Staff**

Name Position Task

### **3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position:

Name of Consultancy:

Name of Staff:

Profession:

Date of Birth:

Years with Consultant/Entity: Nationality:

Membership of Professional Body:

Detailed Tasks Assigned:

#### **Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe*

degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

**Education:**

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

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**Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Employer references, where appropriate. Use about two pages.]

**Languages:**

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

[Signature of staff member and authorized representative of the Consultant] Day/Month/Year

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

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**3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Months (in the Form of a Bar Chart)

Name Position Reports Due/Activities 1 2 3 4 5 6 7 8 9 10 11 12 Number of Months

Subtotal (1)

Subtotal (2)

Subtotal (3)

Subtotal (4)

Full-time: Part-time:

Reports Due:

Activities Duration:

Signature:

(Authorized representative)

Full Name:

Title:

Address:

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**3H. ACTIVITY (WORK) SCHEDULE**

**A. Field Investigation and Study Items**

[1st, 2nd, etc. are months from the start of assignment.]

1st

2nd

3rd

4th

5th

6th

7th

8th

9th

10th

11th

12th

Activity (Work)

\_\_\_\_\_

\_\_\_\_\_

---

## **B. Completion and Submission of Reports**

Reports Date

1. Inception Report
2. Interim Progress Report
  - (a) First Status Report
  - (b) Second Status Report
3. Draft Report
4. Final Report

## SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial Proposal Submission Form.
- 4B. Summary of Costs.
- 4C. Breakdown of Price per Activity.
- 4D. Breakdown of Remuneration per Activity.
- 4E. Reimbursables per Activity.
- 4F. Miscellaneous Expenses.

### 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Employer*]

Dear Sir/Madam,

Title: \_\_\_\_\_

We, the undersigned, offer to provide the consulting services for [*Title of consulting services*] in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the local taxes, which we have estimated at [*Amount(s) in words and figures*].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*]. Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents

Amount and Currency

Purpose of Commission

or Gratuity

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours faithfully,

\_\_\_\_\_  
 Authorized Signature:

\_\_\_\_\_  
 Name and Title of Signatory:

\_\_\_\_\_  
 Name of Consultancy:

\_\_\_\_\_  
 Address:

### 4B. SUMMARY OF COSTS

Costs Currency(ies)<sup>10</sup> Amount(s)

Subtotal

Local Taxes

Total Amount of Financial Proposal

<sup>10</sup> Maximum of three currencies plus Ghanaian Cedi.

**4C. BREAKDOWN OF PRICE PER ACTIVITY**

Activity No.: \_\_\_\_\_  
 Activity No.: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 Price Component Currency(ies) Amount(s)  
 Remuneration  
 Reimbursables  
 Miscellaneous Expenses  
 Subtotal

---

**4D. BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. \_\_\_\_\_ Name: \_\_\_\_\_  
 Names  
 Position  
 Input<sup>11</sup>  
 Remuneration  
 Currency(ies) Rate  
 Amount  
 Regular staff  
 Local staff  
 Consultants  
 Grand Total

<sup>11</sup> Staff months, days, or hours as appropriate.

<sup>12</sup>

**4E. REIMBURSABLES PER ACTIVITY**

Activity No: \_\_\_\_\_ Name: \_\_\_\_\_  
 No. Description Unit Quantity Unit Price In Total Amount In

- 1.
- 2.
- 3.
- 4.

International flights

---

Miscellaneous travel expenses  
 Subsistence allowance  
 Local transportation costs<sup>12</sup>  
 Office rent/accommodation/  
 clerical assistance  
 Trip  
 Trip  
 Day  
 Grand Total

<sup>12</sup> Local transportation costs are not included if local transportation is being made available by the Employer. Similarly, in the project site, office rent/accommodations/clerical assistance costs are not to be included if being made available by the Employer.

**4F. MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

No.

- 1.
- 2.
- 3.
- 4.

Description

Communication costs between  
\_\_\_\_\_ and  
\_\_\_\_\_

(telephone, telegram, telex)

Drafting, reproduction of reports

Equipment: vehicles, computers,  
etc.

Software

Grand Total

Unit Quantity Unit Price Total Amount

\_\_\_\_\_

## **SECTION 5. TERMS OF REFERENCE**

Are as specified in the Data Sheet

## SECTION 6. FORMS OF CONTRACT

**Contract Form**

THIS AGREEMENT made the.....day of ..... [mm] 20..... between Ghana Oil Company Limited (hereinafter called “the Employer”) of the one part and [name of Consultant of [city and country of Consultant] (hereinafter called “Consultant”) of the other part:

WHEREAS the Employer invited Tenders for the service, viz, *GHANA OIL COMPANY LIMITED REBRANDING PROJECT* and the accepted Request For Proposal by the Consultant for the services in the sum of [contract price in words and figures in Ghana Cedis] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the payment to be made by the Employer to the Consultant as herein after mentioned, the Consultant hereby covenants with the Employer to provide the services in conformity to, and in all respects with the provisions of the Contract.
2. The Employer thereby covenants to pay the Consultant in consideration of the provision of the services, the Contract Price or such other sum as may become payable under the provision of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

**On behalf of the Employer**

Name:

Signature:

Designation:

Seal:

Date:

**On behalf of the Consultant**

Name:

Signature:

Designation:

Seal:

Date:

**Witnessed By:**

Name:

Signature:

Designation:

Date:

**Witnessed By:**

Name:

Signature:

Designation:

Date: