

UNIVERSITY OF CAPE COAST
CAPE COAST, GHANA
OFFICE OF THE VICE-CHANCELLOR

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UNIVERSITY, CAPE COAST

13th November, 2019

Our Ref: UCC/ACECOR/AC/PQ/01/2019

Your Ref:

CONTRACT FOR THE SUPPLY AND INSTALLATION OF AIR CONDITIONERS
FOR AFRICA CENTRE OF EXCELLENCE IN COASTAL RESILLIENCE-
DEPARTMENT OF FISHERIES

THIS AGREEMENT made the 13th day of November, 2019 between University of Cape Coast of Ghana (hereinafter called "the Purchaser") of the one part and Messrs Cytrust Engineering Services of Cape Coast, Ghana (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Quotations for certain goods and ancillary services, viz, Supply of AC (UCC/ACECOR/AC/PQ/01/2019) and has accepted a Quotation by the Supplier for the supply of those goods, that is

Description of goods

➤ 8 No. 2.5 Split Unit Air Conditioner (Wellington High)	37,080.00
➤ 2 No. 1.5 Split Unit Air Conditioner (Wellington High)	5,613.50
➤ 4 Coils. 1/2" Copper Tubing	1,442.00
➤ 4 Coils. 1/4" Copper Tubing	988.80
➤ 15 Pieces. 1/2" PVC Pipe	309.00
➤ 25 Pieces. 1/2" PVC Elbow	128.75
➤ 10 Pieces. 1/2" PVC Tee	51.5
➤ 75 Pieces. 1/2" Amerflex	695.25
➤ 5 Pieces. Amerflex Tape	257.50
➤ 10 Pieces. AC Bracket Stand	1,030.00
➤ 3 Coils. 3×2.5mm ² Cable	1,792.20
➤ Chiseling and Resurfacing for Installation of Copper Pipes	2,575.00
➤ 10 No. Installation Charges	3,090.00

Contract Sum

The Contract sum is Fifty-Five Thousand and Fifty-Three Ghana Cedis, Fifty Pesewas (GH¢55,053.50) including VAT hereinafter called "the Contract Price". The contract price is fixed. The University shall not entertain Contract Price variation due to the effect of any notice of exchange rate variation of any convertible currency.

Delivery Period

The items shall be delivered to the University of Cape Coast, Central Stores, not later than,

2 Weeks from 13th November, 2019.

Delayed Delivery

Liquidated Damages shall be applicable at the rate of 0.5% per week if the supplier fails to deliver on time up to a maximum of 10%. The University of Cape Coast reserves the right to terminate

the contract in the event of your company's failure to deliver within the stipulated time and seek legal remedies.

Warranty

The warranty period shall be **12 months** from the date of delivery and acceptance. The Supplier shall in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- a. make such changes, modification, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4.1 or
- b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week up to a maximum of 10%.

Payment

Hundred percent (100%) of the Contract Price for Services delivered shall be made to the Supplier within thirty (30) days after the date of receipt of claim letter supported by Store Receipt Vouchers and an acceptance certificate issued by the Purchaser. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Quotation Submitted by the Tenderer;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
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IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

Name: PROF. DORA F. EDU-BUADOH

Signature: 

Designation: PRO VICE - CHANCELLOR

Seal: UNIVERSITY OF CAPE COAST
CAPE COAST

Date: 13th November, 2019

On behalf of the Supplier

Name: Aaron Amos Asamoah

Signature: 


Designation: CEO

Seal: CYTRUST ENG. SERVICES
P.O. BOX 40 284
CAPE COAST

Date: 13th November, 2019

Witnessed by:

Name: Prof. Dennis Aheto


Signature: 

Designation: Director, ACEC/ULL

Date: 13th November, 2019

Witnessed by:

Name: Mensah-Sarpong Robert

Signature: 

Designation: Technical Manager

Date: 13th November, 2019