



# **CONTRACT DOCUMENTS**

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**CONSTRUCTION AND COMPLETION OF PROPOSED BUILDING  
FOR WEST AFRICA CENTRE FOR CROP IMPROVEMENT (WACCI)**

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**WORKS CONTRACT AGREEMENT, GENERAL CONDITIONS OF CONTRACT,  
SPECIAL CONDITIONS OF CONTRACT AND BILL OF QUANTITY**

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**UNIVERSITY OF GHANA, LEGON ACCRA GHANA**

**CONTRACT NUMBER: UG/WK/WACCI/06/05/2016**

**NOVEMBER, 2016**



# UNIVERSITY OF GHANA, LEGON

## WORKS CONTRACT AGREEMENT

**THIS AGREEMENT** is made on the 26<sup>th</sup> day of **September, 2016** between the **UNIVERSITY OF GHANA – WEST AFRICA CENTRE FOR CROP IMPROVEMENT (WACCI), Legon Accra** (hereinafter called “the **EMPLOYER**”) of the one part and **Messrs.’ AMONU BONSU LIMITD, P.O. Box 1206, Kumasi** hereinafter called “ the **CONTRACTOR**”) of the other part.

**WHEREAS** the employer is desirous that certain works should be executed, viz the Construction And Completion of Proposed Building For West Africa Centre For Crop Improvement (WACCI) - University of Ghana (Two Storey Block Size 39770mm Long x 24350mm x 14,450mm high above ground level – Reinforced Concrete frame building with horizontal suspended floor slab Structure, External block work finished in Plasterworks and emulsion paint, Floor finished with porcelain floor tiles and suspended ceiling in cement and sand plastering, Panel doors and Aluminum framed Window with bamboo clay roofing and Acoustic Ceiling Finish etc. ) **Legon Accra** and has, by the award accepted bid by the contractor for the execution and completion of such works.

### **NOW THIS AGREEMENT WITNESSED as follows:**

21. In this Agreement, word and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
22. The following documents shall be deemed to form and be read and constructed as part of the agreement, viz:

- (u) the Bid Form
- (v) the Contract Agreement
- (w) The Conditions of Contract
- (x) The Appendix to the Conditions of Contract
- (y) The priced Bills of Quantities

23. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies shall take precedence in the order set out above.
24. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract within **15 Months** from the commencement date.
25. The Employer hereby covenants to pay the Contractor in Consideration of the execution, completion and maintenance of the works the contract Price of **THREE MILLION, FIVE HUNDRED AND FIFTY-EIGHT THOUSAND, FIVE HUNDRED AND SEVENTY-EIGHT GHANA CEDIS ( GH¢3,558,578.00)** at the times and in the manner prescribed by the contractor.

#### CONTRACT DATA

The following data shall also form part of the contract:

- 1.5 The Employer is **UNIVERSITY OF GHANA - West Africa Centre for Crop Improvement (WACCI)** represented by the **PDMSD AND WACCI PROJECT IMPLEMENTATION TEAM, LEGON, ACCRA**

The source of funds is from **IGF**

The intended Completion Date for the whole of the works shall be **15 Months** calculated from the start date.

The Consultant is:

Name: **WACCI PROJECT IMPLEMENTATION TEAM /PDMSD (MR. CHARLES KOFINTI), LEGON ACCRA**

Address: **UNIVERSITY OF GHANA**

**P.O.Box LG 25**

**Legon, Accra**

Name of authorized Representative: **The Director**

**WACCI**

**P.O.Box 30**

## Legon Accra

The site is located at the **University of Ghana Campus, Legon Accra** and will be shown to the Contractor by the **WACCI PROJECT IMPLEMENTATION TEAM /PDMSD**.

The **Start Date** shall be **14 days after site handing over/site possession**.

The **Works** consist of Construction And Completion of Proposed Building For West Africa Centre For Crop Improvement (WACCI) - University of Ghana (Two Storey Block Size 39770mm Long x 24350mm x 14,450mm high above ground level – Reinforced Concrete frame building with horizontal suspended floor slab Structure, External block work finished in Plasterworks and emulsion paint, Floor finished with porcelain floor tiles and suspended ceiling in cement and sand plastering, Panel doors and Aluminum framed Window with bamboo clay roofing and Acoustic Ceiling Finish etc )

2.0 The language of the contract document is **ENGLISH**

The law that applies to the contract is the law of **GHANA**.

3.0 The Contractor shall provide the **CONTRACTOR'S ALL RISK** Insurance policy for works with a minimum insurance cover of **GH¢27,000.00**. The number of occurrences shall be unlimited

4.0 The Consultant will clarify queries on the Contract Data.

5.0 The Site Possession Date shall be **as arranged with the Project Management Team**.

6.0 The Adjudicator shall be paid at the **Government approved hourly rates of fees**, plus Reimbursable expenses covering travelling, hotel accommodation and lithographic charges.

6.1 Institution whose arbitration procedures shall be used: **Ghana Institute of Surveyors**

6.2 Appointing Authority for the Adjudicator shall be the President, **Ghana Institute of Surveyors**.

7.0 The Defects Liability Period is 180 Days including a period of one rainy season after Completion.

8.0 The currency of the contract shall be the **Ghanaian CEDI**

9.0 The Contract is subject to price adjustment in accordance with clause 47 of the Conditions of Contract and information regarding coefficients of  **$P_c = A_c + B_c I_{mc}/I_{oc}$**  shall not apply. The

apply. The Contractor shall have allowed for fluctuations in the cost of labour and materials under preliminaries or elsewhere in the pricing of work items.

10.0 The liquidated damages for the whole of the works shall be GH¢1,500.00 of the Contract Price per day.

The maximum amount of liquidated damages for the whole of the works is GH¢1,500.00 per 14 days

11.0 The percentage to apply to the value of work not completed representing the Employer's additional cost for completing the works shall be **ten (10) percent**

In **WITNESS WHEREOF** the parties thereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and the year first above

**SIGNED, SEALED AND DELIVERED**

**BY THE SAID**

On behalf of the Contractor

Signature: .....

Name: .....

Designation: .....

Address: .....

**BY THE SAID**

On behalf of the Employer

Signature: .....

Name: .....

Designation: Vice-Chancellor

Address: University of Ghana

Stamped & Sealed

Stamped & Sealed

**On behalf of the Contractor**

In the presence of:

Signature: .....

Name: .....

Designation: .....

Address: .....

**On behalf of the Employer**

In the presence of:

Signature: .....

Name: .....

Designation: .....

Address: .....

# STAR ASSURANCE COMPANY LIMITED

POLICY NO.1 SAC-066-PBD-16-5336-P

## PERFORMANCE BOND

By this Bond, AMONU BONSU LIMITED, P. O. BOX 1206, KUMASI as Principal (hereinafter called "the Contractor") and STAR ASSURANCE COMPANY LTD, of P. O. BOX 7532, ACCRA-NORTH as Surety (hereinafter called "the Surety"), are held and firmly bound unto UNIVERSITY OF GHANA, PROCUREMENT UNIT as Obligeo (hereinafter called "the Employer") in the amount of ONE MILLION, SIXTY SEVEN THOUSAND, FIVE HUNDRED AND SEVENTY THREE GHANA CEDIS, FORTY PESEWAS ONLY (1,067,573.40) for the payment which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Contractor has entered into a Contract with the Employer dated 10<sup>TH</sup> NOVEMBER, 2016 for CONSTRUCTION AND COMPLETION OF PROPOSED BUILDING FOR WEST AFRICA CENTRE FOR CROP IMPROVEMENT (WACCI) - UNIVERSITY OF GHANA in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are (hereinafter referred to as "the Contract").

Now, therefore, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void, otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Tender or Tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work

progresses (even though there should be a default or a succession of defaults under the Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph thereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

(3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

The bond period is from 28<sup>TH</sup> NOVEMBER, 2016 TO 27<sup>TH</sup> NOVEMBER, 2018

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set its hand and affixed its seal and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representatives.

DATED THE 30<sup>TH</sup> DAY OF NOVEMBER, 2016

Signed, sealed for and on behalf of:

M/S AMONU BONSU LIMITED  
AMONU BONSU LTD.

MANAGING DIRECTOR

WITNESS:

*[Signature]*  
*[Signature]*

Signed, sealed for and on behalf of:

STAR ASSURANCE COMPANY LTD

*[Signature]*  
BRANCH MANAGER (DANSOMAN)

WITNESS:

BERNARD *[Signature]*

Item	Description	Qty	Unit	Rate	Amount Ghc
<b>CONSTRUCTION AND COMPLETION OF PROPOSED BUILDING FOR WEST AFRICA CENTRE FOR CROP IMPROVEMENT-UNIVERSITY OF GHANA</b>					
<b>GENERAL SUMMARY</b>					
	BILL NO. 1 PRELIMINARIES AND GENERAL CONDITIONS OF CONTRACT				59,000.00
	BILL NO. 2. SUBSTRUCTURE AND GROUND FLOOR				1,219,542.82
	BILL NO. 3 FIRST FLOOR				771,956.50
	BILL NO. 4 SECOND FLOOR				1,058,338.50
	BILL NO. 5 DAY WORKS				7,120.00
	CONTRACTOR'S MEASURED WORKS				
	EXTERNAL WORKS				
	SUB-TOTAL				300,000.00
	ALLOW FOR THE FOLLOWING				
	Insurance against injury to persons and property as per contract conditions				3,407,037.82
	Water for the works				170,351.89
	Temporary lighting and power				3,236,685.93
	ADD: CONTINGENCIES 10% of Contractor's Measured Works				323,668.59
	TOTAL CARRIED TO FORM OF TENDER				3,560,354.52

*Discount 5%*

ADD: CONTINGENCIES 10% of Contractor's Measured Works  
 TOTAL CARRIED TO FORM OF TENDER  
 Signed for and on behalf of  
**AMONU BONSU LIMITED**  
 MANAGING DIRECTOR  
 DATE

*Amonu  
 Procurement  
 Unit  
 7/6/16*

*King  
 7/6/16  
 (WACC)*

**AMONU BONSU LIMITED**  
 MANAGING DIRECTOR  
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*Amonu  
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