



UNIVERSITY OF GHANA, LEGON

WORKS CONTRACT AGREEMENT

THIS AGREEMENT is made on the 6th day of **November, 2017** between the **UNIVERSITY OF GHANA, Legon Accra**(hereinafter called “the **EMPLOYER**”) of the one part and **Messrs. PREMIER SHELTER LIMITED, P.O. Box AN 11587, ACCRA NORTH** (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), Phase 2-** University of Ghana (Supply and Installation of Electrical, Mechanical, Fire Fighting, Internet Connectivity, Pump Equipment and other accessories and other specialist eorks, curtain wall, sound proof doors/windows and prefabrication of Lattices) Legon, **Accra** and has, by the award accepted bid by the contractor for the execution and completion of such works.

1. 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.
2. The following documents shall be deemed to form and be read and constructed as part of the agreement, viz:

- (a) the bid form
- (b) the Contract Agreement
- (c) The Conditions of Contract
- (d) The Appendix to the Conditions of Contract
- (e) The priced Bills of Quantities

3. 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.
4. 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 **7 Months** from the commencement date.
5. 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, EIGHT HUNDRED AND SEVENTY-NINE THOUSAND, SIX HUNDRED GHANA CEDIS (GH¢ 3,879,600.00)** at the times and in the manner prescribed by the contractor.

CONTRACT DATA

The following data shall also form part of the contract:

- 1.32 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 **World Bank Fund**

The intended Completion Date for the whole of the works shall be **7 Months** calculated from the start date.

The Client Coordinator is:

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

Address: **UNIVERSITY OF GHANA**

P.O.Box LG 52

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), Phase 2-** University of Ghana (Supply and Installation of Electrical, Mechanical, Fire Fighting, Internet Connectivity, Pump Equipment and other accessories and other specialist works, curtain wall, sound proof doors/windows and prefabrication of Lattices)

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¢ 24,000.00**. 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 90 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 10% price adjustment in accordance with clause 47 of the Conditions of Contract and information regarding coefficients of **Pc = Ac + Bc Imc/Ioc** shall not 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

BY THE SAID

On behalf of the Contractor

On behalf of the Employer

Signature: 

Signature: 

Name: Henry Amponsah-Bontu

Name: **Prof. Ebenezer Oduro Owusu**

Designation: M.D / C.E.O

Designation: **Vice-Chancellor**

Address: P.O. Box AP 11587

Address: **University of Ghana**

Stamped & Sealed
PREMIER SHELTER LTD.

Stamped & Sealed



MANAGING DIRECTOR

On behalf of the Contractor

On behalf of the Employer

In the presence of:

In the presence of:

Signature: 

Signature: 

Name: Kumarse Mawuli

Name: CHARLES KOFINTI

Designation: Civil Engineer

Designation: DIRECTOR, PDMSD

Address: P.O. Box, AP 11587

Address: U.C., LEGON

Accra - North