

UNIVERSITY OF CAPE COAST
CAPE COAST, GHANA

OFFICE OF THE VICE-CHANCELLOR

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UNIVERSITY, CAPE COAST

Our Ref: UCC/ACR/04/2020

18th June, 2020

Your Ref:

**CONTRACT FOR THE SUPPLY OF OFFICE FURNITURE FOR AFRICA CENTRE
OF EXCELLENCE IN COASTAL RESILIENCE-ACECOR**

THIS AGREEMENT made the 18th day of June, 2020 between University of Cape Coast of Ghana (hereinafter called "the Purchaser") of the one part and Messrs ED-Best Works and Trading Enterprise 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 Office Furniture (UCC/ACR/04/2020) and has accepted a Quotation by the Supplier for the supply of those goods, that is

Description of goods

➤ 4 No. 4-in-1 Waiting Chairs	7,200.00
➤ 2 No. Executive L-Shaped Desk(1.4m)	4,600.00
➤ 2 No. Executive Swivel Chair(Bx-12)	3,700.00
➤ 4 No. Standard Office Desk	6,800.00
➤ 4 No. Swivel Chair(FR-20)	5,800.00
➤ 1 No. 6-Seater Conference Table	4,280.00
➤ 6 No. Conference Chairs	5,700.00
➤ 3% VAT	1,142.40

Contract Sum

The Contract sum is Thirty Nine Thousand, Two Hundred and Twenty Two Ghana Cedis, Forty Pesewas (GH¢39,222.40) including VAT hereinafter called "the Contract Price". The contract price is fixed. The University shall not entertain Contract Price variation.

Delivery Period

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

4 Weeks from 22nd June, 2020.

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.

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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;

IN WITNESS whereof the parties here to 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 Joseph Ghartey Ampiah

Signature: *[Handwritten Signature]*

Designation: Vice-Chancellor

Seal: VICE - CHANCELLOR
UNIVERSITY OF CAPE COAST

Date: 18th June, 2020

Witnessed by:

Name: Prof. Dennis W. Aheto

Signature: *[Handwritten Signature]*

Designation: Director

Date: 18th June, 2020

On behalf of the Supplier

Name: BENJAMIN ESSEL

Signature: *[Handwritten Signature]*

Designation: MANAGER
ED - BEST WORKS & TRADING ENT

Seal: MANAGING DIRECTOR
Date: 18th June, 2020

Witnessed by:

Name: John Manse

Signature: *[Handwritten Signature]*

Designation: Senior Technician

Date: 18th June, 2020