

UNIVERSITY OF CAPE COAST
CAPE COAST, GHANA

OFFICE OF THE VICE-CHANCELLOR

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UNIVERSITY, CAPE COAST

Our Ref: CR/UCC/GD/0115/2019

15th October, 2019

Your Ref:

CONTRACT FOR THE SUPPLY OF LAPTOPS FOR AFRICA CENTRE OF
EXCELLENCE IN COASTAL RESILIENCE

THIS AGREEMENT made the 15th day of October, 2019 between University of Cape Coast of Ghana (hereinafter called "the Purchaser") of the one part and Messrs IPMC Limited of Accra, Ghana (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Quotations for certain goods and ancillary services, viz, Supply of Laptops (CR/UCC/GD/0115/2019) and has accepted a Quotation by the Supplier for the supply of those goods, that is

Description of goods

- | | |
|---|-----------|
| ➤ 2 No. Lenovo Yoga 730 2-in-1 13.3" Laptops | 14,768.05 |
| ➤ 3 No. Dell Inspiron 13 7000 Series 2-in-1(7386) Laptops | 20,638.70 |

Contract Sum

The Contract sum is Thirty Five Thousand, Four Hundred and Six Ghana Cedis, Seventy Five Pesewas (GH¢35,406.75) Excluding 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 21st October, 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:

- 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

22/10/19

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. Dora F. Edu-Buandoh

Signature: *[Handwritten Signature]*

Designation: PRO VICE - CHANCELLOR
UNIVERSITY OF CAPE COAST

Seal: CAPE COAST

Date: 15th October, 2019

Witnessed by:

Name: Prof. Dennis W. Aheto

Signature: *[Handwritten Signature]*

Designation: Director

Date: 15th October, 2019

On behalf of the Supplier

Name: MYIKESH NATHANI

Signature: *[Handwritten Signature]*

Designation: *[Handwritten Designation]*

Seal: INTERCOM PROGRAMMING &
MANUFACTURING CO. LTD
P.O. BOX 7617, ACCRA
TEL: 22640000

Date: 15th October, 2019

Witnessed by:

Name: *[Handwritten Name]*

Signature: *[Handwritten Signature]*

Designation: *[Handwritten Designation]*

Date: 15th October, 2019