

UNIVERSITY OF CAPE COAST  
CAPE COAST, GHANA

**OFFICE OF THE VICE-CHANCELLOR**

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UNIVERSITY, CAPE COAST

1<sup>st</sup> April, 2022

Our Ref: CR/UCC/WKS/0008/2022/02

Your Ref:

THE MANAGING DIRECTOR  
ANTARTIC LIMITED  
P. O. BOX 15703  
ACCRA-NORTH

Dear Sir,

**NOTIFICATION OF AWARD OF CONTRACT FOR THE CONSTRUCTION OF  
AFRICA CENTRE OF EXCELLENCE IN COASTAL RESILIENCE (ACECoR)  
BUILDING PHASE ONE**

We write to notify you that your quotation dated 4<sup>th</sup> March, 2022 for the construction of ACECoR building complex phase one at the University of Cape Coast in the amount of Twelve Million, Sixty-Seven Thousand, Eight Hundred and Sixty-Four Ghana Cedis, Twenty-Four Pesewas (**GHS12,067,864.24**) is hereby accepted by the University after approval by the Public Procurement Authority.

You are hereby required to furnish us with a Performance Security of 10% of the total contract price from a reputable bank or 30% of the total contract price from a reputable insurance company in the format attached within Twenty-One (21) days of the receipt of this Notification of Award, sign a Contract Agreement accordingly and commence performance of the said contract in accordance with the contract documents.

You are also required to submit a detailed programme of work to the Vice-Chancellor and the Director, Directorate of Physical Development and Estate Management(DPDEM).

Note that the project has a limited time of one year to complete. You are therefore required to expedite action on every process to ensure the project is completed within time.

Kindly confirm your acceptance or otherwise, in writing of this award promptly.

Accept our congratulations.

Yours faithfully,

PROF. JOHNSON NYARKO BOAMPONG  
VICE-CHANCELLOR

Cc:

Pro Vice-Chancellor

Registrar

Director of Finance

Director of Internal Audit

Director, DPDEM

Director, ACECoR

Head of Procurement

MD, FAS Consult Limited

**Annex B Form (Alternative 1): Performance Guarantee (Unconditional)**

To: *[name and address of Employer]*

Whereas *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Contractor such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Completion Certificate.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

## Annex B Form (Alternative 2): Performance Bond

By this Bond, \_\_\_\_\_ [name and address of Contractor] as Principal (hereinafter called "the Contractor") and \_\_\_\_\_ [name, legal title, and address of surety, bonding company, or insurance company] as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_ [name and address of Employer] as Obligee (hereinafter called "the Employer") in the amount of \_\_\_\_\_ [amount of Bond] [amount of Bond in words],<sup>1</sup> for the payment of 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<sup>2</sup> the \_\_\_\_\_ [day] day of \_\_\_\_\_ [month], 20\_\_\_\_ [year] for [name of Contract] 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 Contract or 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 hereof. 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.

<sup>1</sup> An amount is to be inserted by the Surety, representing the percentage of the Contract Price specified in the Contract Data, and denominated either in the currency(ies) of the Contract or in a freely convertible currency of type and amount acceptable to the Employer.

<sup>2</sup> Date of Letter of Acceptance or Agreement.

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

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

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 representative, this \_\_\_\_\_ [day] day of \_\_\_\_\_ [month], 20\_\_\_\_ [year].

Signed by \_\_\_\_\_  
on behalf of \_\_\_\_\_ [name of Surety] in the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_

Signed by \_\_\_\_\_  
on behalf of [name of Contractor] in the capacity of \_\_\_\_\_  
In the presence of \_\_\_\_\_  
Date \_\_\_\_\_