

UNIVERSITY OF ENERGY AND NATURAL RESOURCES  
(UENR) - SUNYANI

# CONTRACT DOCUMENT

FOR THE

CONSTRUCTION OF REGIONAL CENTRE OF EXCELLENCE  
FOR ENERGY & SUSTAINABILITY(RCEES) BUILDING

AT

SUNYANI

**CONTRACTOR:**

ANTARTIC LIMITED  
P.O. BOX 15703, ACCRA NORTH  
TEL: 0302-223674

**CONSULTANT:**

Flexmond Services Limited  
P.O. Box NG 426  
Nungua  
E-mail: felixdes2001@yahoo.com

**CLIENT:**

University of Energy and Natural  
Resources-(RCEES)  
P.O. Box 214  
Sunyani  
Bono Region

UNIVERSITY OF ENERGY AND NATURAL RESOURCES – SUNYANI, GHANA  
CONSTRUCTION OF REGIONAL CENTRE OF EXCELLENCE FOR ENERGY &  
SUSTAINABILITY(RCEES) BUILDING

CONTRACT DOCUMENT

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**SECTION I**  
**CONTRACT AGREEMENT**

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# AGREEMENT

This Agreement, made the 29<sup>th</sup> day of July, 2020 between UNIVERSITY OF ENERGY & NATURAL RESOURCES, P. O. BOX 214, SUNYANI (hereinafter called "the Employer") acting by its PRINCIPAL. on one part and MESSRS ANTARTIC LIMITED (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute **CONSTRUCTION OF REGIONAL CENTRE OF EXCELLENCE FOR ENERGY & SUSTAINABILITY BUILDING AT SUNYANI** (hereinafter called "the Works") Which had been prepared By **MESSRS FLEXMOND SERVICES LTD P. O. BOX NG 426, NUNGUA- ACCRA TEL: 0261942930, 0205226067** AND WHEREAS the said drawings numbered /01/01/20- /26/01/20(hereinafter called the Contract Drawings);and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. 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 and complete the Works **Twenty-Four (24) MONTHS** and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor the sum of **Eleven Thousand, Five Hundred and Ninety-Seven Thousand, Three Hundred and Nine Ghana Cedis, Twenty-Four Pesewas Only (GH¢11,597,309.24)**.  
in consideration of the execution and completion of the Works and the remedying of defects wherein 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.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

**For the Employer**

Name: PROF. HARRISON DAPAHA

Designation: VICE-CHANCELLOR

Signature: [Signature]  
**VICE CHANCELLOR  
UNIVERSITY OF ENERGY &  
NATURAL RESOURCES  
SUNYANI**

Witnessed by:

Name: Ing. Dr. Eric Ofori

Designation: Director, REES

Signature: [Signature]

Witnessed by:

Name: John-Baptist Cudjoe

Designation: Ag Director of Procurement

Signature: [Signature]  
**AG. DIRECTOR OF PROCUREMENT  
UNIV. OF ENERGY & NAT. RES.  
P. O. BOX 214  
SUNYANI, GHANA**

In the presence of FLEXMOND SERVICES LTD

Name: FELIX YAO AMETAME

Address: P.O. Box NG 428, NUNUKUA  
ACCRA

Description: MANAGING CONSULTANT

**FLEXMOND SERVICES LTD.**  
.....  
**MANAGING CONSULTANT**

**For the Contractor**

Name: JOSEPH K. OKEYENI

Designation: MD

Signature: [Signature]  
**ANTARTIC LIMITED  
P. O. BOX 15703  
ACCRA-NORTH**

Witnessed by:

Name: KWAME DAN KWA

Designation: GENERAL MANAGER

Signature: [Signature]

Witnessed by:

Name: SAMUEL OLUWA ASHON

Designation: Sup-Engineer

Signature: [Signature]

Signature: [Signature]

## APPENDIX

This Appendix forms part of the Agreement.

| Item                                                                                                                                                                                    | Sub-Clause | Data                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------------------------------|
| Documents forming the Contract Listed in the order of priority                                                                                                                          | 2.3        |                                                                 |
| Documents<br>a) Agreement<br>b) Letter of Award & Acceptance<br>c) Contract Data<br>d) Conditions of Contract<br>e) The Specifications<br>f) The Drawings<br>g) The Bills of Quantities |            |                                                                 |
| Time for Completion*                                                                                                                                                                    | 17         | <b>TWENTY-FOUR (24) MONTHS</b>                                  |
| Commencement Date                                                                                                                                                                       |            |                                                                 |
| Completion Date                                                                                                                                                                         |            |                                                                 |
| Law of the Contract                                                                                                                                                                     | 3.1        | Law of Ghana                                                    |
| Language                                                                                                                                                                                | 3.1        | English                                                         |
| Provision of Site                                                                                                                                                                       | 2.1        |                                                                 |
| Authorized person                                                                                                                                                                       | 10         | <b>THE VICE CHANCELLOR</b>                                      |
| Name and address of Employer's Representative (if known)                                                                                                                                | 4          | <b>Flexmond Services Limited<br/>P.O. Box NG 426<br/>Nungua</b> |
| Advance Payment/ mobilization will be                                                                                                                                                   | 50.0       | <b>20% of the total contract sum</b>                            |
| Performance security (if any):                                                                                                                                                          |            |                                                                 |
| Amount                                                                                                                                                                                  | 51.1       | <b>30% of contract sum</b>                                      |
| Form                                                                                                                                                                                    | 51.1       | <b>Bond</b>                                                     |
|                                                                                                                                                                                         |            | <b>10% of contract sum</b>                                      |
|                                                                                                                                                                                         |            | <b>Sum Guarantee</b>                                            |
| Programme:                                                                                                                                                                              |            |                                                                 |
| Time for submission                                                                                                                                                                     | 27.1       | Within 7 days *of the Commencement Date                         |
| Form of programme                                                                                                                                                                       | 27.1       | <b>Bar Chart</b>                                                |

| Item                                                                        | Sub-Clause                      | Data                                                                       |
|-----------------------------------------------------------------------------|---------------------------------|----------------------------------------------------------------------------|
| Amount payable due to * failure to complete                                 | 49                              | 0.5% per week up to maximum of 5% of sum stated in the Agreement           |
| Period for notifying defects                                                | 35                              | 90 days calculated from the date stated in the notice under Sub-Clause 8.2 |
| Variation procedure                                                         | 40                              |                                                                            |
| Day work rates                                                              | 52.1                            |                                                                            |
| Valuation of the Works*                                                     |                                 |                                                                            |
| Re-measurement with tender bill of quantities                               | 42                              |                                                                            |
| Price Adjustment                                                            | 47                              | Ghana Statistical Service Indices                                          |
| Percentage of retention on Certified value                                  | 48.1                            | 10%                                                                        |
| Limited of Retention                                                        | 48.1                            | 5%                                                                         |
| Rate of interest                                                            | 43.1                            | Bank of Ghana rate                                                         |
| Insurances (All Risk-Insurance Cover (CAR)                                  | 13.1                            | 15%                                                                        |
| <b>Type of cover</b>                                                        | <b>Amount of cover</b>          | <b>Exclusions</b>                                                          |
| The Works Materials, Plant and Fees                                         | The sum stated in the Agreement |                                                                            |
| Contractor's Equipment Third Party injury to persons and damage to property | Full replacement cost           |                                                                            |
| Workers                                                                     |                                 |                                                                            |
| Other cover                                                                 |                                 |                                                                            |
| Arbitration                                                                 |                                 |                                                                            |
| Rules                                                                       | 25                              | Alternative Dispute Resolution Act 2010 (Act 798)                          |
| Appointing authority                                                        | 25                              | President of the Ghana Institution of Surveyors                            |
| Place of Arbitration                                                        | 25                              | Sunyani, B/A                                                               |