



**GOLDBOD**  
GHANA GOLD BOARD

**CONTRACT DOCUMENT**

**FOR**

**PROCUREMENT OF VEHICLES FOR THE GOLDBOD  
TASKFORCE**

**PURCHASER:**

GHANA GOLD BOARD  
P. O. BOX M108  
ONE THORPE ROAD, ACCRA

**SUPPLIER:**

PRIME CEDIPLUS TRADERS LIMITED  
P. O. BOX AN 18467, ACCRA NORTH  
ACCRA

**AUGUST, 202**

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**CONTRACT AGREEMENT**

## SECTION I: CONTRACT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and dated this \_\_\_\_\_ day of August 2025 ("the Effective Date")

**BETWEEN**            **THE GHANA GOLD BOARD** a body corporate established by and under the Ghana Gold Board Act, 2025 (Act 1140) and having its office at 1 Thorpe Road, Accra in the Greater Accra Region of the Republic of Ghana, and acting by and through its Chief Executive Officer, Mr. Samuel Gyamfi of the same address, (hereinafter referred to as "*the GoldBod*") which expression shall where the context so admits or requires include its agents, privies, assigns, and successors, howsoever described and claiming any interest in law through and/or under the said GoldBod, of the one part;

**AND**                    **PRIME CEDIPLUS TRADERS LIMITED** a company incorporated and existing under the laws of Ghana and having its registered address at H/No. 7/9, Sekondi-Takoradi in the Western Region of the Republic of Ghana and of P.O.BOX AN 18467, Accra North and represented by its authorised representative Irene G. Dwomoh, of the same address (hereinafter referred to as "*the Contractor*"), which expression shall where the context so admits or requires include its agents, assigns, successors in interest as well as any and all such person(s) howsoever described and claiming any interest in law through and/or under the said company of the one part;

In this Agreement, the GoldBod and the Supplier shall wherever the context so permit, collectively be referred to as "Parties" and individually as 'Party'.

### WHEREAS:

- A. The GoldBod pre-selected the Supplier, for supply of Vehicles, for the use of the GoldBod Taskforce Unit as specified in the Single Source application letter to the Public Procurement Authority (PPA).
- B. Following this process, the GoldBod has received an approval from the Public Procurement Authority (PPA) to award the Contractor for the delivery of those goods and services in the sum of **Thirty-Nine Million, Eight Hundred and Eight Thousand, Two Hundred Ghana Cedis and Thirty-Six Pesewas (GHS 39,808,200.36)** (Hereinafter Called "*The Contract Price*") for completion in two weeks (2) weeks after signing of the contract.

**NOW THEREFORE**, in consideration of the representations, warranties, and covenants contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

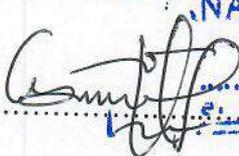
**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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 in this Agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. This Contract Agreement;
  - b. The Special Conditions of Contract;
  - c. The General Conditions of Contract;
  - d. Technical Requirements (including Schedule of Requirements and Technical Specifications);
  - e. The Supplier's Bid and Original Price Schedule; and
  - f. The Purchaser's Notification of Award
3. In consideration of the payments to be made by the GoldBod to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the GoldBod to provide the goods and to remedy defects therein in conformity with and in all respects with the provisions of the Contract in two weeks (2) weeks from the start date.
4. The GoldBod hereby covenants to pay the Supplier in consideration of the provision of the goods 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.

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be signed in their respective names as of the day, month and year first above.

SIGNED, SEALED AND DELIVERED BY:

GHANA GOLD BOARD

  
.....  
Executive Officer

Authorised Representative

Name: Samuel A. Yanah  
Designation: Chief Executive Officer

Date: 18/08/25

In the presence of:

**GHANA GOLD BOARD**

  
.....  
Deputy Chief Executive Officer

Name: Richard Nwankpaku  
Designation: Deputy CEO

Date: 18/08/25

PRIME CEDIPLUS TRADES LIMITED

  
.....

Authorised Representative

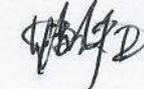
Name: Irene Grace Dromah  
Designation: CEO

Date: 18-08-2025

In the Presence of:



Signature:

  
Name: Anumeha Kofi Adu  
Designation: General Manager

Date: 18/08/2025

### Section III. General Conditions of Contract

#### 1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
- c. "The Goods" means equipment, machinery, related Accessories, spare-parts and/or other materials which the Supplier is required to supply to the Purchaser under the contract;
- d. "The Services" means services ancillary to the supply of the goods such as transportation and insurance and any other incidental services, such as installation, commissioning, the operational and maintenance training of the supplied equipment and other such obligations of the supplier covered under the Contract.
- e. "The Purchaser" means the Procurement Entity of the Republic of Ghana purchasing the goods.
- f. "The Supplier" means the individual or organization supplying the goods and services under this contract.
- g. "The Purchaser's Country" is Ghana.
- h. "The Delivery Site" where applicable, means the place or places where supply of goods to deliver and performance of services to be complete.

i. "Day" means calendar day.

j. "Public funds" include:

- (i) funds from government budget, Metropolitan Assembly budgets, Municipal Assembly budgets or District Assembly budgets;
- (ii) funds from government Foundations;
- (iii) funds from government Trust Funds;
- (iv) funds from domestic loans and foreign loans taken or guaranteed by government;
- (v) funds from state foreign aid;
- (vi) revenue received from the economic activity of state or local government agencies or other legal persons in public law financed from the Government budget, Metropolitan Assembly budgets, District Assembly budgets or Government foundations;

**2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

**3. Country of Origin**

3.1 All goods and services supplied under the contract shall have their origin in Ghana or in eligible countries as specified in Special Condition of Contract.

3.2 For purposes of this clause "origin" means the place where the goods are mined, grown, produced or manufactured, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the

nationality of the Supplier.

**4. Standards**

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin, such standards shall be the latest issued by the concerned institution.
- 4.2 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

**5. Use of Contract Documents and Information**

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in subclause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so

required by the Purchaser.

- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.
- 7. Performance Security**
- 7.1 Within SEVEN (7) days after the Supplier's receipt of notification of award of the contract, the successful Tenderer shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract and in the form specified in Section VII.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Purchaser and shall be in the form of an unconditional bank guarantee issued by a bank in Ghana acceptable to the Purchaser and in the form provided in the Tender Documents or another form acceptable to the Purchaser.
- 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 28 days after expiring of one year of warranty period following the date of issue of certificate of final acceptance of equipment after installation and commissioning of equipment at the final destination.

**8. Inspections and Tests**

- 8.1 The Purchaser or its Representative shall, at no extra cost, have the right to inspect and/or to test the goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes within 21 days after award of the Contract.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its sub-Supplier(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and supply data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its Representative prior to the goods' shipment from the country of origin.<sup>1</sup>
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 8.6 A Certificate of Acceptance shall be issued by the Purchaser
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after necessary inspection and tests of the Goods supplied as specified in SCC.

- 9. Packing**
- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, as Specified in the Special Conditions of Contract (SCC), and in any subsequent instructions issued by the Purchaser.
- 10. Delivery and Transfer of Risk**
- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements. The details of shipping and/or other documents to be furnished by the supplier are specified in the Special Conditions of Contract.
- 10.2 For purposes of the Contract, "FOB," "C&F," "CIF," "CIP", "EXW" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS)<sup>2</sup> published by the International Chamber of Commerce (ICC), Paris.
- 10.3 Documents to be submitted by the Supplier are specified in Special Condition of Contract.
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- 11. Insurance**
- 11.1 The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Such insurance shall be arranged and paid for by the supplier.
- 11.2 Where delivery of the goods is required by the Purchaser on a CIF, CIP basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.
- 12. Transportation**
- 12.1 Where the Supplier is required under the Contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board, the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 12.2 Where the Supplier is required under the Contract to deliver the goods C&F, CIP or CIF or to a specified destination, transport of the goods to the port of discharge or such other point in the country of destination including insurance and storage, as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the related cost thereof shall be included in the Contract Price.
- 12.3 Where the Supplier is required to effect delivery under any other terms, the Supplier shall be required to meet all transport and storage expenses until delivery.
- 12.4 In all of the above cases, transportation of the goods after delivery shall be the responsibility of the Purchaser
- 12.5 Where the Supplier is required under the Contract to deliver the goods CIF or CIP or C&F, no further restriction shall be placed on the choice of the ocean carrier. Where the Supplier

is required under the Contract (i) to deliver the goods FOB, and (ii) to arrange on behalf and at the expense of the Purchaser for ocean transportation on specified conference vessels or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified conference vessels or national flag carriers are not available to transport the goods within the time period(s) specified in the Contract.

**13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. performance or supervision of on-site assembly and/or startup of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each, appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

**14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not

relieve the Supplier of any warranty obligations under the Contract; and

- b. in the event of termination of supply of the spare parts:
  - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or materials is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 The warranty shall remain valid for (12) months after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract and installed and Commissioned to the satisfaction of the Purchaser.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any Claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period as specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts

from EXW or to the final destination.

- 15.5 If the Supplier, having been notified, fails to take remedial action within forty-two (42) days from date of receipt of notice, the Purchaser may proceed to take such action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered, and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after submission of an invoice or claim by the Supplier.

**17. Prices**

- 17.1 Prices charged by the Supplier for goods and services delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in Special Conditions of Contract or in the Purchaser's request for Tender validity extension, as the case may be.

**18. Change Orders**

- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to

be furnished under the Contract are to be specifically manufactured for the Purchaser;

- b. the method of shipment or packing;
- c. the place of delivery; and/or
- d. the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment may be made in the Contract Price or delivery schedule, or both, and the Contract may accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

**19. Contract Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the parties.

**20. Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

**21. Subcontracts**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the**

22.1 Delivery of the goods and performance of services shall be

- Supplier's Performance** made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.
- 22.2 Except as provided under GCC clause 25, an unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
- 22.3 If at any time during performance of the Contract, the Supplier or its sub-supplier(s) should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- 23. Liquidated Damages** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to (0.5%) of the contract price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of (10%) percent of the delayed goods Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
- 24. Termination for Default** 24.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the

Supplier, terminate the Contract in whole or in part:

- a. if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- b. if the Supplier fails to perform any other obligation(s) under the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC para. 24.1 and 24.3 below, the Purchaser may procure, upon such terms and in such manner as it deem appropriate, goods or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24.3 Termination for Corrupt or Fraudulent Practices

The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;

- 25. Force Majeure**
- 25.1 For purposes of this Contract, "Force Majeure" means an event beyond the control of the parties to the Contract and not involving either party's fault or negligence and not foreseeable.
- 25.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfilment of Contract shall be postponed during the period when such circumstances are operative.
- 25.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of raw materials from regular sources shall not be an excuse for the Supplier for not performing its obligations under this clause.
- 25.4 Any waiver/extension of time in respect of the delivery/acceptance of any instalment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
- 25.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.
- 25.6 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or

other failure to perform its obligations under the Contract is the result of Force Majeure.

25.7 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. Termination  
for Insolvency**

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**27. Termination  
for  
Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within twenty eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously

procured by the Suppliers.

- 28. Resolution of Disputes**
- 28.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after twenty eight (28) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.
- 29. Governing Language**
- 29.1 The Contract shall be written in the language as specified in SCC. Subject to GCC Clause 30, the version of the Contract written in English language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.
- 30. Applicable Law**
- 30.1 The Contract shall be interpreted in accordance with the laws of Ghana unless otherwise specified in the Special Conditions of Contract.
- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address specified for that purpose in the Special Conditions of Contract.
- 31.2 A notice shall be effective when delivered or on the notice's

effective date, whichever is later.

**32. Taxes and Duties**

32.1 A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination.

## Section IV. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions of Contract. The corresponding clause number in the General Conditions is indicated in parentheses. Where sample provisions are furnished, they are only illustrative of the provisions that the Purchaser should draft specifically for each procurement.

- |  |     |   |
|--|-----|---|
| <b>1. Definitions</b><br>(GCC Clause 1)          | 1.1 | a. The Purchaser is: <b>GHANA GOLD BOARD</b><br><br>b. The Supplier is: <b>PRIME CEDIPLUS TRADES LIMITED</b><br><br>c. The Delivery site is: <b>GHANA GOLD BOARD HEAD OFFICE (STORES)</b>   |
| <b>2. Country of Origin</b><br>(GCC Clause 3)    | 2.1 | N/A   |
| <b>3. Performance Security</b><br>(GCC Clause 7) | 3.1 | The performance security will be as follows:<br>i. The amount of performance security as a percentage of the contract price, shall be <b>10% percent from an Insurance Company</b> , of the Tender Price in the currency of the Tender price.   |
|  | 3.2 | The validity of Performance Security shall be one (1) year after the final delivery of the Goods and the issue of final acceptance certificate to the Supplier.   |
| <b>4. Inspection and Tests</b><br>(GCC Clause 8) | 4.1 | Inspection and tests prior to shipment of goods at final acceptance are as follows:<br><br>a. The time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection should be no later than <b>Seven (7) days</b> of the completion of inspection and tests.<br><br>b. All shipment under this contract shall be subject to statutory destination inspection and as per laws of the Republic of Ghana for quantity at the expense of the supplier. |

- 5. Packing  
(GCC Clause 9)**
- 5 Additional requirement for packing and marking as per GCC Clause 9.2 are as follows: NOT APPLICABLE
- 6. Delivery and Documents  
(GCC Clause 10)**
- 6.1 For Goods Supplied from abroad:
- a. Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by facsimile the full details of the shipment, including contract number, description of Goods, quantity, the vessel, (or the flight number), the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:
- i. Copies of the Supplier's invoice showing Good's description, quantity, unit price and total amount;
- ii. Original and three (3) copies of negotiable clean onboard bill of lading, (Consignment note) marked "freight prepaid" and four (4) copies of non-negotiable bill of lading.
- iii. Three (3) Copies of the packing list identifying contents of each package;
- iv. Insurance Certificate;
- v. Manufacturer's or Supplier's Warranty Certificate;
- vi. Inspection Certificate, issued by the nominated inspection agency, and the supplier's factory inspection report; and
- vii. Certificate of origin, certified/verified by the manufacturing company in case of Goods manufactured locally.
- 6.2 The documents as per clause 6.1 shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
- 6.3 For Goods within Ghana: Upon delivery of the goods to the

transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;
- ii. Delivery note, transport receipt, railway receipt;
- iii. Manufacturer's or Supplier's Warranty Certificate;
- iv. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- v. Certificate of origin. N/A

6.4 The documents as per sub-clause 6.3 shall be received by the Purchaser before arrival of the goods and, if not received, the Supplier will be responsible for any consequent expenses.

#### **7. Insurance (GCC Clause 11)**

7.1 The insurance shall be in an amount equal to 10 percent of the DDP value of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.

#### **8. Incidental Services (GCC Clause 13)**

8.1 Incidental services to be provided are:

- i. Installation and commissioning of equipment;
- ii. Operational and maintenance training of equipment.
- iii. ....[insert any other additional requirement].  
*[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price. If no incidental services are required state "not applicable"]*

#### **9. Spare Parts (GCC Clause 14)**

9.1 Additional spare parts requirements are:

- a. Supplier shall carry sufficient inventories to assure exstock supply of consumable spare parts for the Goods;
- b. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.

c. .... [specify other additional requirements.]N/A

**10. Warranty  
(GCC Clause 15)**

10.1 In partial modification of the provisions, the warranty period shall be ..... hour [as applicable and if necessary] of operation or 12-36 [as applicable] months from date of acceptance of the Goods or 12-36 [as applicable] months from the date of delivery, whichever occurs earlier  
]. 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 (0.1 to 0.5%) per week.

10.2 The period for correction of defects in the warranty period is: 50% time of the delivery schedule of the particular goods.

10.3 ..... [specify other suitable conditions for warranty, N/A.

**11. Payment  
(GCC Clause 16)**

11.1 Payment for Goods and Services supplied shall be made in Ghanaian Cedis, as follows:

~~On Delivery of Goods~~  
Hundred (100%) percent of the Contract Price shall be paid to the Supplier against Hundred (100%) percent delivery after receipt of claim letter supported by Store Receipt Vouchers and an acceptance certificate issued by the Purchaser.

a. Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in currency of the Contract Price in the following manner:

**NO ADVANCE PAYMENT**

(iii) On Delivery and Acceptance: Full payment of the Contract Price of Goods received shall be paid within Ninety (90) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in Ghana Cedis [currency] within sixty (60) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

b. Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in currency of the contract as follows:

(i) Advance Payment: **NOT APPLICABLE**

(ii) On Delivery and Acceptance: HUNDRED percent (100%) of the Contract Price shall be paid to the Supplier within Ninety (90) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

**12. Prices**  
(GCC Clause 17)

12.1 Tender Prices may be adjusted only in the case of Tender validity extension requested by the Purchaser.  
N/A

12.2 Purchaser shall not entertain Contract Price variation due to the effect of any notice of notification of exchange rate variation of any convertible currency.

**13. Liquidated Damages**  
(GCC Clause 23)

13.1 Applicable rate for the Liquidated damages is : 0.5% per week  
The maximum amount of liquidated damages shall be: 2%.

**14. Resolution of Disputes**  
GCC Clause 28)

14.1 The dispute resolution mechanism to be applied pursuant to clause 28.2 of the General Conditions of Contract shall be as follow:

- a. in the case of a dispute between the Purchaser and a Supplier which is a national of Ghana, the dispute shall be referred to adjudication/arbitration; and
- b. in the case of dispute between the Purchaser and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

**15. Governing Language  
(GCC Clause 29)**

15.1 The governing Language shall be English.

**16. Notices  
(GCC Clause 31)**

16.1 For the notice purposes Purchaser and Supplier's address shall be as follows:

Purchaser's address for notice purposes:

**GHANA GOLD BOARD  
P.O BOX M108  
ACCRA**

Supplier's address for notice purposes:

**PRIME CEDIPLUS TRADES LIMITED  
P. O. BOX AN 18467, ACCRA NORTH  
ACCRA**

## SECTION II - TECHNICAL REQUIREMENTS

### SCHEDULE OF REQUIREMENTS

ITEM DESCRIPTION	QUANTITY	DELIVERY
4x4 mid-size off-road vehicle	10	Fourteen (14) Days after contract signing
4x4 double cabin pickup truck	35	

## TECHNICAL SPECIFICATIONS

No.	Goods Specification	Quantity
1.	<p><b>4x4 mid-size off-road vehicle</b></p> <p>2.8L Diesel, 2025 Model, Automatic Transmission, 4X4, Push Start, Keyless Entry, Leather Interior, 2025</p> <p>Cruise Control, Power Steering, Power Windows, Sides Airbags,</p> <p>3DVD entertainment system, Connectivity: USB/Bluetooth/Apple Car-Play/Android Auto, Steering Wheel Control, Alloy Wheels, Side Steps, Roof Rail, Electric Mirror, Cupholder, Arm rest, 360 Camera,</p> <p>ABS System, Electronic Brakeforce Distribution.</p>	10
2.	<p><b>4x4 double cabin pickup truck</b></p> <p>2.4L Diesel, Automatic Transmission, Push Start, 5 Seating Capacity, Chrome moldings, Roof rack, Back sensor, Door Visor, Side Step, Steering wheel Audio Control, Automatic A/C, Cup holder, Air Conditioner, Airbags, Audio/AM/FM/CD/BT, 3DVD, Reverse Camera Speakers, Power Windows, Power Steering, Central Lock Bed Liner, Leather seat, Chrome bumper, LED Light, Fog Amp.</p>	35

**SECTION III: LETTER OF ACCEPTANCE**

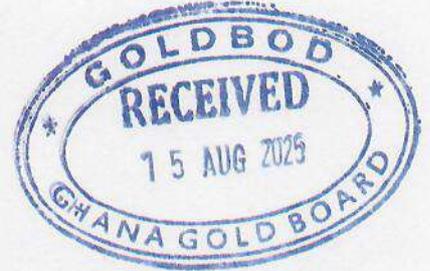


# PRIME CEDIPLUS TRADERS LIMITED

PROVIDING ALL YOUR NEEDS WITH COMPASSION

NO. 25 SMC ROAD  
EAST LEGON HILLS, ACCRA, GHANA.

GHANA GOLD BOARD  
OLD BANK OF GHANA BUILDING  
HIGH STREET  
ACCRA.GHANA



15<sup>TH</sup> AUGUST 2025.

Dear Sir/Madam,

## LETTER OF ACCEPTANCE

We have received your notification of award with REF: GR/GOLDBOD/AN/GDS/2025/013, and we are happy to inform you that we have accepted this award with the said amount of **39,808,200.36** cedis and the conditions mentioned.

Thank you for providing the opportunity to work together, we look forward to a successful working relationship.

Yours Faithfully,

Irene Grace Dwomoh  
(DIRECTOR AND CEO)



P.O. Box A1118467, Accra North, Ghana.

TEL: 0249669790 / 0242547843

Email: [mako'a.traders@gmail.com](mailto:mako'a.traders@gmail.com)

[primecediplus@yahoo.com](http://primecediplus@yahoo.com)



**GOLDBOD**  
GHANA GOLD BOARD

Goldbod Head Office, Accra Central,  
Diamond House, Kinbu Road.  
P.O Box M108, Accra Ghana  
info@goldbod.gov.gh  
www.goldbod.gov.gh

+233 030 295 3279 / 84

Our Ref: GR/GOLDBOD/AN/GDS/2025/013

14<sup>th</sup> August, 2025

Your Ref: .....

**THE GENERAL MANAGER  
PRIME CEDIPLUS TRADERS LIMITED  
P. O. BOX AN 18467, ACCRA NORTH**

Dear Sir,

**NOTIFICATION OF AWARD – PROCUREMENT OF VEHICLES FOR GOLD BOARD  
TASKFORCE**

Reference is made to your proposal dated 5<sup>th</sup> August, 2025 for the procurement of vehicles (“Goods”) for the Ghana Gold Board (GoldBod) Taskforce.

We are pleased to inform you that, subject to approval from the Public Procurement Authority, your proposal has been awarded at the total contract sum of **Thirty-Nine Million Eight Hundred and Eight Thousand, Two Hundred Ghana Cedis, and Thirty-Six Pesewas (GHS 39,808,200.36) VAT Inclusive.**

Please confirm in writing to the undersigned your acceptance of this offer within Five (5) days upon receipt of this letter. If accepted, you shall be required to sign a contract for the supply of Goods.

Please note that the delivery shall be within Two (2) consecutive weeks upon signing of a contract and payment shall be made in accordance with the terms of the contract.

We wish to congratulate you on this award and hope that you will deliver the contract on schedule.

Yours faithfully,

**RICHARD NUNEPKEKU  
DEP. CHIEF EXECUTIVE OFFICER  
For: CHIEF EXECUTIVE OFFICER**

**SECTION IV: CONTRACTORS TENDER**



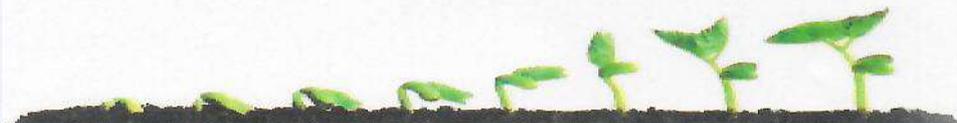
# PRIME FLEETS

25 SGMC ROAD, EAST LEGON HILLS, ACCRA, GHANA.  
 233212517843, +233395178886  
[primelfleetsgh@gmail.com](mailto:primelfleetsgh@gmail.com)

TO:  
 GOLD BOD  
 FORMER BANK OF GHANA OFFICE  
 HIGH STREET, ACCRA. GHANA

## TECHNICAL PROPOSAL

	TOYOTA PRADO	TOYOTA HILUX
SPECIFICATION	Toyota Land Cruiser Prado, 2.8L Diesel and 2.8L Petrol, 2023 Model, Automatic Transmission, 4X4, Push Start, Regular seats 7-Seater	Toyota Hilux, 2.4L, Diesel, 2024 Model, Automatic Transmission, Pick-Up, Push Start, Leather Seat 5-seater, Chrome bumper, Cup Holder, Side Step, Cup Holder
AFTER SALES SERVICES	Free Servicing at 1000km	Free Servicing at 1000km
WARRANTY	Three(3yrs) warranty at 100,000km	Three(3yrs) warranty at 100,000km



YOUR GROWTH. OUR PRIDE.

# PRIME FLEETS

25 SGMC ROAD, EAST LEGON HILLS, ACCRA, GHANA.  
 +233212517813, +233595178886  
[primefleetsgh@gmail.com](mailto:primefleetsgh@gmail.com)

## PROFORMA INVOICE

**BILL TO:**

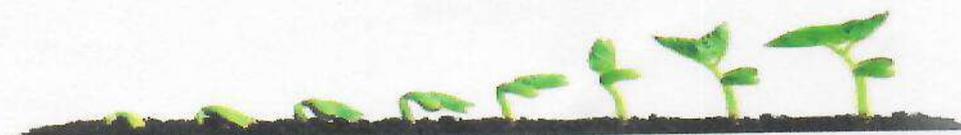
**GOLD BOD  
 FORMER BANK OF GHANA OFFICE  
 HIGH STREET, ACCRA.**

**INVOICE NO: 000100**

**INVOICE DATE: August 05, 2025**

### QUOTATION FOR TOYOTA PRADO AND TOYOTA HILUX

ITEM	DESCRIPTION	QUANTITY/DAYS	UNIT PRICE (GHS)	TOTAL(GHS)
1	TOYOTA PRADO	10	903,404.40	9,034,044.00
2	TOYOTA HILUX	35	674,925.60	23,622,396.00
			<b>SUB TOTAL (GHS)</b>	<b>32,656,440.00</b>
			NHIL(2.5%)	816,411.00
			GETFUND(2.5%)	816,411.00
			COVID-19(1%)	326,564.40
			<b>TOTAL LEVY INCLUSIVE</b>	<b>34,615,826.40</b>
			VAT(15%)	5,192,373.96
			<b>TOTAL (GHS)</b>	<b>39,808,200.36</b>



YOUR SAFETY. YOUR GROWTH. OUR PRIDE

**SECTION V: SUPPLEMENTARY INFORMATION**

**VEHICLE DETAILS -TOYOTA HILUX**

<b>No.</b>	<b>Description</b>	<b>Chassis No.</b>	<b>Make</b>
1	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD1R4118789	Toyota Hilux
2	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD8R4116800	Toyota Hilux
3	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD6R4128346	Toyota Hilux
4	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD4R4118009	Toyota Hilux
5	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CDXR4118791	Toyota Hilux
6	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CDXR6500825	Toyota Hilux
7	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD1R4128268	Toyota Hilux
8	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD1R4128402	Toyota Hilux
9	2024, 2.4L, Automatic, Leather Seat, Diesel	MRO8B80D2R4117070	Toyota Hilux
10	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD3R4116946	Toyota Hilux
11	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD3R4128336	Toyota Hilux
12	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD1R4128349	Toyota Hilux
13	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD3R4123417	Toyota Hilux
14	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD1R4116993	Toyota Hilux
15	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD1R4117075	Toyota Hilux
16	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD9P4112509	Toyota Hilux
17	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD9P4112171	Toyota Hilux

18	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD5P4115570	Toyota Hilux
19	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD6R4116990	Toyota Hilux
20	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CDXP4112115	Toyota Hilux
21	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD0R4116838	Toyota Hilux
22	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD404118224	Toyota Hilux
23	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD6R4116973	Toyota Hilux
24	2024, 2.4L, Automatic, Leather Seat, Diesel	MROBB8CD2R4117053	Toyota Hilux
25	2024, 2.4L, Automatic, Leather Seat, Diesel	AHTKB8CD202989751	Toyota Hilux
26	2024, 2.4L, Automatic, Leather Seat, Diesel	AHTKB8CD502990294	Toyota Hilux
27	2024, 2.4L, Automatic, Leather Seat, Diesel	AHTKB8CDX02989903	Toyota Hilux
28	2024, 2.4L, Automatic, Leather Seat, Diesel	AHTKB8CD002990154	Toyota Hilux
29	2024, 2.4L, Automatic, Leather Seat, Diesel	AHTKB8CD202990267	Toyota Hilux
30	2024, 2.4L, Automatic, Leather Seat, Diesel	AHTKB8CD702990166	Toyota Hilux
31	2024, 2.4L, Automatic, Leather Seat, Diesel	AHTKBDCD602989820	Toyota Hilux
32	2024, 2.4L, Automatic, Leather Seat, Diesel	AHTKB8CD102990437	Toyota Hilux
33	2024, 2.4L, Automatic, Leather Seat, Diesel	AHTKB8CD602989901	Toyota Hilux
34	2024, 2.4L, Automatic, Leather Seat, Diesel	AHTKB8CD102990261	Toyota Hilux
35	2024, 2.4L, Automatic, Leather Seat, Diesel	AHTKB8CD002990381	Toyota Hilux

**VEHICLE DETAILS -TOYOTA PRADO**

<b>No.</b>	<b>Description</b>	<b>Chassis No.</b>	<b>Make</b>
1	2023, 2.8L, Automatic, Regular Seat, Diesel	JTEBR3FJ80K329366	Toyota Prado
2	2023, 2.8L, Automatic, Regular Seat, Diesel	JTEBR3FJ80K329416	Toyota Prado
3	2023, 2.8L, Automatic, Regular Seat, Diesel	JTEBR3FJ8P5027438	Toyota Prado
4	2023, 2.8L, Automatic, Regular Seat, Diesel	JTEBR3FJ7PK302525	Toyota Prado
5	2023, 2.8L, Automatic, Regular Seat, Diesel	JTEBR3FJ5P5027784	Toyota Prado
6	2023, 2.8L, Automatic, Regular Seat, Diesel	JTEBR3FJ6PK334241	Toyota Prado
7	2023, 2.8L, Automatic, Regular Seat, Diesel	JTEBR9FJ8PK320650	Toyota Prado
8	2023, 2.8L, Automatic, Regular Seat, Diesel	JTEBR3FJ00K254470	Toyota Prado
9	2023, 2.8L, Automatic, Regular Seat, Diesel	JTEBR3FJ30K243379	Toyota Prado
10	2023, 2.8L, Automatic, Regular Seat, Diesel	JTEBR9FJ6PK325197	Toyota Prado
	<b>TOTAL</b>		