



JOHN F. KENNEDY  
MEMORIAL MEDICAL CENTER



**CONTRACT FOR THE RENOVATION OF THE VIP SUITE 4<sup>th</sup>  
FLOOR (EAST WING MEMORIAL HOSPITAL)**

**BETWEEN**

**THE JOHN F. KENNEDY MEDICAL CENTER**

**&**

**BMC GROUP**

**November  
2020**

P.O. Box 1973 • Tubman Boulevard • Sinkor, Monrovia • Montserrado County • Republic of Liberia

**“ Building a Strong, Viable and Healthy Nation ”**



JOHN F. KENNEDY  
MEMORIAL MEDICAL CENTER



Republic of Liberia)  
Montserrado County)

### CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT is made and entered into this \_\_\_ day of November A.D. 2020 by and between The John F. Kennedy Medical Center, represented by its Authorized Officer, **Chief Executive Officer (CEO) Dr. Jerry F. Brown**, of the City of Monrovia, Montserrado County, Republic of Liberia ("hereinafter known and referred to as the **EMPLOYER**) and the **General Manager of BMC Group., Mr. Hasan Kobeissi** of the City of Monrovia, County of Montserrado, Republic aforesaid (hereinafter known and referred to as **CONTRACTOR**).

### WITNESSETH

WHEREAS, The **EMPLOYER** has agreed to hire the services of the **CONTRACTOR** to perform the functions in Article One(1) herein below enumerated and to provide other related services and representations specifically designated by the **EMPLOYER**;

WHEREAS, the **CONTRACTOR** accepted the employment of the **EMPLOYER**; and in exchange the **CONTRACTOR** is to provide such other related services required by the **EMPLOYER** upon the terms and conditions hereinafter enumerated;

WHEREAS the Center has received special funding from the Government of Liberia for the Renovation of the VIP Suite 4<sup>th</sup> Floor (East Wing Memorial Hospital).

AND WHEREAS the Center, in keeping with law, has submitted a complete set of bidding document in English for the Renovation of the VIP Suite 4<sup>th</sup> Floor (East Wing Memorial Hospital) as a requirement through a process of National Competitive Bidding (NCB);

AND WHEREAS after due process of bid evaluation, the Procurement Committee endorsed the selection of the Contractor and has therefore been awarded this contract for the Renovation of the VIP Suite 4<sup>th</sup> Floor (East Wing Memorial)

AND WHEREAS The Contractor, in keeping with law, has submitted the following documentations as proof of its legal status:

- a. Public Works Construction Certificate.
- b. Current Business Registration Certificate
- c. Current Tax Clearance Certificate

P.O. Box 1973 • Tubman Boulevard • Sinkor, Monrovia • Montserrado County • Republic of Liberia

**“ Building a Strong, Viable and Healthy Nation ”**



**JOHN F. KENNEDY  
MEMORIAL MEDICAL CENTER**



- d. Article of Incorporation
- e. PPCC Vendors Registry Certificate

**NOW, THEREFORE**, with the view of realizing and putting into effect this Contractual Agreement, the parties hereto covenant and mutually agree to the following terms and conditions:

**ARTICLE 1- CONTRACT OBJECTIVE AND SCOPE OF WORK**

1. This contract is for renovation of the JFK Memorial Hospital VIP Suite, 4<sup>th</sup> Floor, East Wing with major project deliverables as indicated in the work plan in accordance with the attached BOQ. The Contractor having physically inspected the work site has accepted the offer from the Center for which the BOQ was submitted and approved.
2. The scope of work and the nature of the services and representations required for the **CONTRACTOR** shall include but not limited to the following herein below:

**Scope of Work**

As this is a Lump Sum form of Contract, the schedule of payment is indicated below

Activity Number	Description of Activity	Deliverable	Payment of Lump Sum
Activity 1	<b>1<sup>st</sup> 50% deliverables pre-finance</b> <b>Preliminaries</b> Allow provisional sums for the following as required - Bonds and Insurance - Design & Printing - Security - Site Office /Warehouse - Mobilization - Demobilization/Cleaning <b>Demolition Works-Wall</b> Hack-off ceramic wall tiling, dispose of debris and dispose of site Form openings in existing block wall partition, cart away debris and dispose off. Scrap all flaked off paint prepare surfaces to receive new paint, internally <b>Floor</b>	<i>Field report by JFKMC Planning, Business and Development Department/Engineer</i>	<i>50 % of the contract amount</i>



**JOHN F. KENNEDY  
MEMORIAL MEDICAL CENTER**



<p>Remove existing Ceramic &amp; Terrazzo floor tiles, cart away debris and dispose off-site Remove existing PVC floor tiles, cart away debris and dispose off site</p> <p><b>Ceiling</b> Remove all timber Ceiling Hangers and Nogging Remove all acoustic tiles including mental grid and hanger Scrap all flaked off paint of concrete soffit and prepare surfaces to receive new paint</p> <p><b>Plumbing</b> Remove all existing plumbing fixtures Carefully examine the entire Plumbing System and remove all defective lines and joining fixtures</p> <p><b>Electrical</b> Remove all existing Electrical fixtures Remove existing Electrical network</p> <p><b>Exterior Remodeling ( Repair works)</b> <b>Ceiling Works</b>  Provide &amp; install Gypsum board ceiling in the reception area  Provide &amp; install hardwood timber ceiling noggin and hangers in the corridor  Provide &amp; install PVC T&amp;G Ceiling Panel in the corridor  Prepare concrete soffit with smooth putty finish surfaces to receive new paint</p> <p><b>Doors</b> Sandblast, putty and spray existing partially damaged metal door frame. Remove and replace badly damaged/corroded metal door frames complete and reinstall similar metal frame.  Apply two coats of red oxide/anti rust under three coats oil-based paint to steel door frame as required</p>		
--	--	--

P.O. Box 1973 • Tubman Boulevard • Sinkor, Monrovia • Montserrado County • Republic of Liberia

***“ Building a Strong, Viable and Healthy Nation ”***



**JOHN F. KENNEDY  
MEMORIAL MEDICAL CENTER**



	<p>Provide and install Mix rubberwood timber doors in various openings as required ( 1000mm X 2100mm)</p> <p>Provide and install rubberwood timber doors in various openings as required ( 900mm X 2100mm)</p> <p>Provide and install rubberwood timber doors in various openings as required ( 700mm X 2000mm)</p> <p>Provide and install rubberwood timber doors for various closets as required</p> <p><b>Windows</b> Provide Vinegar and Alcohol base Glass Cleaner and clean all window glasses and frame as required Provide and fix Venetian Blinds to suit various Window sizes</p>		
Activity 2	<p><b>2<sup>nd</sup> 50% deliverables</b></p> <p><b>Electrical Work</b></p> <p>Provide, fix and install the fellow Rough Works</p> <ul style="list-style-type: none"> <li>- ¾" electrical conduits</li> <li>- 2"x 4" utility cups</li> <li>- 4"x 4" utility/ junction cups</li> </ul> <p><b>Wiring</b></p> <ul style="list-style-type: none"> <li>- # 12 AWG wire</li> <li>- # 10 AWG wire</li> <li>- # 8 AWG wire</li> </ul> <p><b>Fixtures</b></p> <ul style="list-style-type: none"> <li>- Ceiling Globe + Bulb</li> <li>- 2'-0" Square LED Panel Light</li> <li>- Wall pole switch</li> <li>- convenience receptacle</li> <li>- 24-Breaker Panel Box</li> </ul> <p>Provide and install Split Air Conditioner units</p>	<p><i>Field report by JFKMC Planning, Business and Development Department/Eng ineer</i></p>	<p><i>The remaining 50 of the contract amount Be paid</i></p>



	<ul style="list-style-type: none"><li>- 12,000 BTU</li><li>- 18,000 BTU</li></ul> <p><b>Plumbing Work</b> Check and replace as necessary all defective service pipe and sanitary installations including joints to existing fixtures</p> <p>Fixtures</p> <ul style="list-style-type: none"><li>- WC Suit</li><li>- Wash hand basin complete</li><li>- tissue holder</li><li>- Shower Suit</li><li>- Bathroom mirror</li><li>- Kitchen sink and fixtures</li><li>- Hydrotherapy tub</li></ul> <p>Provide and install Bathroom Extractor Exhaust Air vent</p> <p><b>Exterior Finishing</b></p> <p><b>Wall</b> Allow for patching all cracks on wall surfaces using cement and sand mortal (1:3) Allow for smoothing wall surfaces using putty to a nicely rendered finish</p> <p><b>Tiling</b></p> <p>Provide &amp; install ceramic wall tiles on corridor walls &amp; selected existing walls</p> <p>Provide &amp; install ceramic wall tiles on bathrooms walls</p> <p>Provide &amp; install ceramic floor tiles on floors (corridor, rooms &amp; bathroom)</p> <p>Provide and install tile grout in joints.</p> <p>Provide and install silicon in wall tiles joints wall-lavatory joints</p> <p>Supply assorted paint brushes, rollers, and handy materials required for painting</p>		
--	--	--	--



**JOHN F. KENNEDY  
MEMORIAL MEDICAL CENTER**



	<p><b>Smoke Detecting &amp; Firefighting system</b></p> <p>Provide &amp; install smoke detecting devices within corridor and rooms Assess and fully rehabilitate fire extinguishing system complete.</p> <p><b>ICT infrastructure</b></p> <p>* Install an ICT network with WAPs VOIPs, printers, access control, and network sockets.</p> <p><b>Signage</b> Provide and install proper and visible direction signs and rooms labels complete</p> <p><i>All works certified to be free of defects by JFKMC project officers and engineers</i></p>		
--	--	--	--



JOHN F. KENNEDY  
MEMORIAL MEDICAL CENTER



## **ARTICLE II-RENUMERATION AND PAYMENT TERMS**

1. It is agreed and understood by both parties that in consideration of the services to be rendered by the **CONTRACTOR**, the **EMPLOYER** hereby acknowledges and agrees to compensate the **CONTRACTOR** with **US\$ 425,550.02** or its equivalent in LD at the prevailing rate;
2. Payment shall be secured by means of checks as follows:
  - a. **US\$ 212,775.01** representing **50%** of the funds upon completion of the work as outlined in the Scope of Work above.
  - b. **US\$ 170,220.008** representing **40%** of the funds upon final completion of the Works or in all the functions described in Article One (1) above with professional skills and efficiency.
  - c. **US\$ 42,555.002** representing **10%** will be retained and payment made after ninety (90) days of final completion of work provided there is no defect in the structure or equipment provided by the contractor.

## **ARTICLE III -CONTRACTOR'S RESPONSIBILITY**

1. The Contractor covenants and warrants to provide the necessary manpower for the timely and smooth implementation of the renovation works specified herein. The Contractor agrees to provide all equipment/tools to facilitate its work for the duration of this agreement.
2. The Contractor is responsible during the execution of the work for all damages, injuries, death and for accidents of any kind caused to its employees and/or a third party by the personnel and equipment of the Contractor. The contractor is encouraged to take appropriate insurance policy coverage against such risk and adopt adequate safety measures.
3. Except otherwise provided herein, The Contractor shall be responsible for their Suppliers' supply and delivery to Site of all equipment, materials and services required to accomplish and perform the Renovation works.

## **ARTICLE IV-DUTIES AND RESPONSIBILITIES OF THE CENTER**

1. The Center shall pay or cause to be paid to the Contractor for all its required services as provided for under the terms and conditions of this Contract which shall be at the cost **US\$ 425,550.02 (FOUR HUNDRED TWENTY FIVE THOUSAND FIVE HUNDRED FIFTY UNITED STATES DOLLARS 02/100)**





JOHN F. KENNEDY  
MEMORIAL MEDICAL CENTER



2. The Center shall for the duration of this contract, provide unhindered access of its facilities under renovation and other areas within the Center that are needed by the Contractor to smoothly execute their works.
3. The Center shall provide its Engineer throughout the duration of this contract in order to collaborate on the coordination of the work of the Contractor.

#### **ARTICLE V-INTERIM RECEIPT/FINAL REPORT AND EVALUATION OF WORK**

1. The interim receipt (report from Contractor) will be acknowledged upon completion of the works by the Center's Engineer; however, any delay by the Center's technicians shall not unduly operate to the disadvantage of the Contractor.
2. The certificate of completion shall be issued upon satisfactory verification of work done in a report of the Center's engineer.
3. The Center's Engineer shall evaluate and validate regularly, with the Contractor's Supervisor/ Manager, works duly executed together with the cost of materials and recommend to the Contractor corrections and instructions that in his belief are necessary to satisfy the Scope of Works.

#### **ARTICLE VI- SUBCONTRACTING**

1. The contractor may subcontract one or several parts of this works only under its entire responsibility, and must be with the consent of JFKMC. This Contract cannot be assigned.

#### **ARTICLE VII-CONTROL OF THE WORK EXECUTION**

1. The execution of this contract is controlled by the Center, which provides financing for the project. The Center shall send its technicians to inspect materials being delivered prior to installations as priced in the BOQ, ensuring value for money and the work being done or completed.
2. In case of non-conformity to the project deliverables, upon a report of JFKMC technicians/ Engineer through the Legal Counsel, the Center shall bring to the attention of the contractor the existing breach of contract which shall be improved and corrected within an agreeable time between the parties.
3. Even though work implementation will be monitored by the Center and payments made to the Contractor as agreed herein, the contractor will be held responsible for the total completion of the project. Failure to complete the project (or any abandonment of the project without

P.O. Box 1973 • Tubman Boulevard • Sinkor, Monrovia • Montserrado County • Republic of Liberia

***“ Building a Strong, Viable and Healthy Nation ”***



**JOHN F. KENNEDY  
MEMORIAL MEDICAL CENTER**



justifiable reason), the Contractor shall be held liable to reimburse the Center for all payments received for the project.

### **ARTICLE VIII – TIME LIMIT FOR THE WORK EXECUTION/DURATION**

1. It is agreed and understood the duration for the completion of the entire work shall be within one hundred and eighty (180) calendar days from the date of the signature of the contract.

### **ARTICLE IX-LIQUIDATED DAMAGES**

1. In the event that works specified in the contract are not completed on schedule, the contractor shall be subject to a penalty of US\$1,063.00 per calendar day of delay, except in the case of force majeure, that would need to be confirmed by the JFK Medical Center.

### **ARTICLE X-TERMINATION**

1. Should the delay exceed twenty (20) calendar days or 5% of the value of the contract, due to default in performance by the Contractor, at the expiration of the twenty (20) days or when the Calculation of the liquidated damages exceeding 5% of the value of the contract, the JFKMC shall have the right to immediately cancel and terminate the Contract without any other obligation to the Contractor and the contractor shall forfeit its Performance Security.
2. During the period of the Contract, should there be any unforeseen circumstance(s) that materially affects implementation, said circumstance(s) or material defect(s) must be discussed by the Contractor and JFKMC in order to mitigate and/or correct the defect/circumstance. A unilateral action on the part of the Contractor shall have no bearing on the Contract. Any action affecting the Contract, especially to alter or modify its terms and/or conditions as a result of the unforeseen circumstances must be reduced to writing and signed by both parties.
3. In case of material defect or gross non-performance on the part of the Contractor, and for a cause, the Center shall reserve the right to terminate the Contract, and pay the Contractor for the legitimate services rendered the Center to the point of termination. JFKMC shall have no other obligation to the Contractor. Also, if the Contractor for any reason received more compensation than actual work done, such funds shall be reimbursed to JFKMC upon termination of contract.

### **ARTICLE XI-WITHHOLDING TAX**

1. As a matter of national tax law, the Contractor is required to pay its required tax to the Liberia Government and the Center shall not be held liable for any default in respect thereof.

P.O. Box 1973 • Tubman Boulevard • Sinkor, Monrovia • Montserrado County • Republic of Liberia

***“ Building a Strong, Viable and Healthy Nation ”***



JOHN F. KENNEDY  
MEMORIAL MEDICAL CENTER



#### **ARTICLE XII- LAWS AND REGULATIONS**

1. The Contractor shall comply with the terms and conditions of the Contract and shall be in compliance with all laws, rules and regulations and requirements of the Republic of Liberia.

#### **ARTICLE XIII- ENTIRE AGREEMENT MODIFICATION**

1. This Agreement along with all of its exhibits constitutes the entire agreement between the Parties relating to the subject matter herein and supersedes any and all oral and or written statements, discussions, representations and agreements made by either Party to the other, and may not be assigned without the express written consent of the other Party.
2. It is further agreed by both parties that there shall be no modification of this contract unless otherwise agreed upon by the both parties or on account of increase or changes in the scope of work, and in such case the time limitation herein shall be enlarged or decreased as may be agreed upon by both parties in writing.

#### **SECTION XIV: INDEMNIFICATION**

1. Contractor shall be liable for all claims and liabilities that may arise as a result or growing out of the implementation of this Agreement due to its negligence. Contractor shall indemnify and hold the Center harmless from all claims, demands, liabilities, actions or other proceedings which may be brought against Center in respect of, arising out of or as a result of the Contractor's negligent performance under this Agreement.
2. The Center shall be liable for all claims and liabilities that may arise as a result or growing out of the implementation of this Agreement due to its negligence. The Center shall indemnify and hold Contractor harmless from all claims, demands, liabilities, actions or other proceedings which may be brought against Contractor in respect of, arising out of or as a result of the Center's negligent performance under this Agreement.

#### **ARTICLE XV-BINDING EFFECT**

THIS CONTRACTUAL AGREEMENT is binding on the PARTIES, THEIR Representatives, Heirs, Assigns and Successors-IN-OFFICE as if they were specifically named herein.

P.O. Box 1973 • Tubman Boulevard • Sinkor, Monrovia • Montserrado County • Republic of Liberia

***“ Building a Strong, Viable and Healthy Nation ”***




JOHN F. KENNEDY  
MEMORIAL MEDICAL CENTER

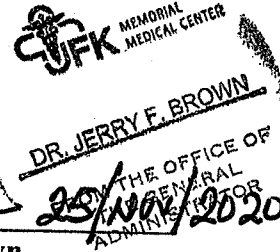


IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

IN THE PRESENCE OF

WITNESS

  
Dr. Jerry F. Brown  
CEO/JFKMC

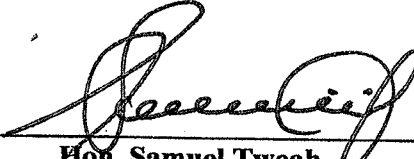


WITNESS

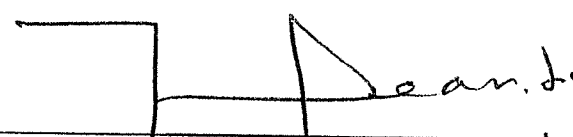
  
Mr. Hasan Kobeissi  
CEO/BMC GROUP  
CONTRACTOR



Approved:

  
Hon. Samuel Tweah  
MINISTER OF FINANCE AND DEVELOPMENT PLANNING

Attested:

  
Cllr. Frank Musah Dean Jr.  
MINISTER OF JUSTICE/ATTORNEY GENERAL