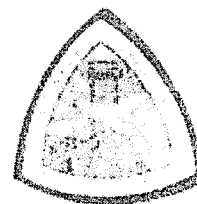


Republic of Liberia
MINISTRY OF PUBLIC WORKS
Monrovia, Liberia



Contract No: MPW-W-0042-21/22

BETWEEN THE MINISTRY OF PUBLIC WORKS

&

ITSACOM POLYROADS LIBERIA, LTD.

**FOR PERIODIC MAINTENANCE OF PRIMARY,
SECONDARY & FEEDER ROADS AS LOT # 17-
LIPA ACCESS ROAD, DOEMAH TOWN IN
MARGIBI COUNTY (1.5KM) USING DOUBLE
CHIPS SEAL**

**FUNDED BY
THE NATIONAL ROAD FUND OF LIBERIA
(NRF)**

SDT

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CONTRACT AGREEMENT

This Agreement is made and entered into this _____ day of February, A D 2022, between the Government of the Republic of Liberia, by and through the **Ministry of Public Works** represented by its Acting Minister, Hon. Ruth Coker-Collins (hereinafter known and referred to as the "Employer") and **ITSACOM POLYROADS Liberia LTD**, a company registered and licensed to undertake construction works in Liberia, represented by its Technical Director, Mr. Austin S Doe (hereinafter known and referred to as the "Contractor"), and they shall be jointly referred to as the "PARTIES", hereby;

WITNESSEH:

Whereas, the Employer desires the pavement and upgrading of LIPA Access Road Applying double Chip Seal pavement of Urban Streets in Doemah Town, Margibi County, which covers **One point five meters (1.5km) under a Work Contract classified as Lot: #17 for the Periodic Maintenance of Primary, Secondary & Feeder Roads, which is the LIPA Access Road, Contract No. MPW-W-0042-21/22** should be executed by the Contractor, and has accepted the Bid by the Contractor for the execution and completion of these works and the remedying of any defects therein.

WHEREAS, ITSACOM POLYROADS Liberia LTD was contracted for the Pavement and upgrading of Primary, Secondary & Feeder Roads, LIPA Access Road in Doemah Town, Margibi County, which covers **One point five Kilometers (1.5km)** consistent with the contract documents attached.

WHEREAS, cognizant of the need for the Maintenance and construction of additional feeder roads within the Republic of Liberia;

WHEREAS, the Ministry of Public Works and ITSACOM POLYROADS Liberia LTD, have mutually agreed to use this Contract for the pavement and upgrading of Primary, Secondary & Feeder Roads, LIPA Access Road, which covers **One point five Kilometers (1.5km)**;

WHEREAS, pursuant to submission of copies of the CONTRACTOR'S current business registration and tax clearance, and the Ministry of Public Works adherence to all Governmental regulations, finance, and procurement laws, in compliance with the award of said construction contract and its associated costs; and

NOW THEREFORE, in consideration of the mutual promises, the Government of the Republic of Liberia, by and through the Ministry of Public Works and ITSACOM POLYROADS Liberia LTD, for good and valuable consideration, mutually consent to the following terms and conditions as set forth below



RCC

That in this Agreement, words and expressions shall have the same meaning(s) 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.


That the following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- a. The Letter of Acceptance;
- b. The Contractor Bid
- c. The Special Conditions of Contract
- d. The General Conditions of Contract
- e. The Specifications;
- f. The Drawings;
- g. The Priced Bill of Quantities; and
- h. Other documents, as listed in the Appendix to Bid

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 and remedy any defects therein in conformity with all aspects of the provisions of this Contract

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price of **Nine Hundred Eleven Thousand Thirty-four United States Dollars, eighty-three cent (US\$911,034.83)** or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.

Witness whereof, the parties hereto have caused this Agreement to be executed on the day and date herebefore written below:

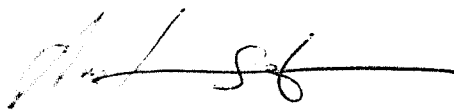


FOR THE MINISTRY OF PUBLIC WORKS:
Date: 02-03-22

Collins
Acting Minister

FOR ITSACOM POLYROADS LIBERIA, LTD.





Mr. Asim S. Doe
TECHNICAL DIRECTOR

Date:

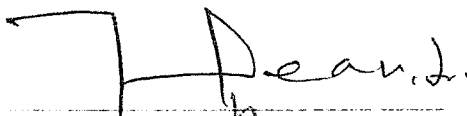
02/28/2022

Approved by the Ministry of Finance & Development Planning



Hon. Samuel D. Tweah
MINISTER

Attested to by the Ministry of Justice, R/L:



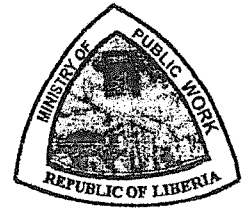
Cllr. F. Musa Dean, Jr.
MINISTER



Office Of The Deputy Ministry
Technical Services

REPUBLIC OF LIBERIA
MINISTRY OF PUBLIC WORKS

P.O.Box 9011
Lynch Street South
Monrovia, Liberia



RCC-DMTS&AM/MPW-RL/686/'21

January 3, 2022

Mr. Austin S Doe
HSACOM Polyroads Liberia
Congo Town
Monrovia, Liberia


Dear Mr. Doe

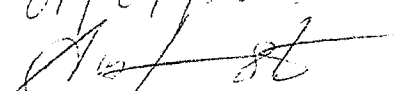
Subject: Notification of Award

This is to notify you that your bid submitted July 6, 2021 for the **Periodic Maintenance of Primary Laterite Road Lot 17 (LIPA Access Road) in Margibi County** has been accepted as the "Most Responsive" after final approval from the PPCC with a bid price of **US\$911,034.83**. Please be informed that the price remains as stated in your submission.

In view of the above, you are required to submit an advance payment Guarantee where applicable from a reputable bank as stated in the contract within Fourteen (14) days upon the signing of the contract by the Ministry of Finance & Development Planning and the Ministry of Justice. Failure to comply with the fulfillment of advancement payment Guarantee and signing of contract within the time frame will constitute a failure of contract formation and forfeiture of Bid Security.

Best regards. 04-02-22


Hon. Ruth Coker-Collins
ACTING MINISTER

Name: Austin S Doe
Contact: 0777339858
Date: 01/07/2022
Sign: 



RCC

Mr. Jardiah
Procurement Director
Procurement Unit
Ministry of Public Works
South Lynch Street
Monrovia, 10 Liberia

We offer to execute the upgrading of the LIPA road from laterite to Pavement in accordance with GCC accompanying this bid for the contract price of **Nine Hundred Eleven Thousand, Thirty-Four United States Dollars and Eighty-Three Cents.**

This bid and your written acceptance of it shall constitute a bidding Contract between us.

We hereby confirm that this Bid complies with the Bid validity period of ninety (90) days and if require Bid Security of Bid Securing Declaration as required by the Bidding Documents and specified in the BDS.

We including any subcontractors or supplies for any part of the Contract; have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1;

We have no conflict of interest in accordance with ITB Sub-Clause 4.2;

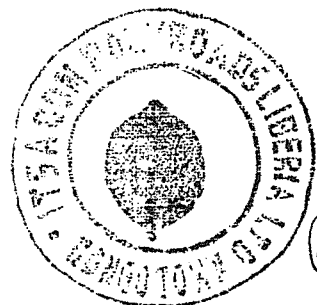
Our firm, its affiliate or subsidiaries including and subcontractors or suppliers for any part the contract-has not been declared ineligible by GOL or under the GOL's country law or official regulations, in accordance with ITB sub clause 4.3 and 4.4.

The following commission or gratitude, if any paid or be paid by us to agents relating to Bid and to contract extension of we are awarded the contract, are listed below.

Name and Address of Agent	Amount and Currency	Purpose of Commission
N/A	N/A	N/A

We understand that this bid, together with your written acceptance therefore included in your notification of award, shall constitute a binding contract between us until a formal contract is prepared and executed.

Handwritten signature
07/05/2021



Handwritten signature/initials

RCC

Date: July 5, 2021

IFB NO. MPW/NRF/W/ICB/011/20/21

Pavement Upgrade (Double Chip Seal) LIPA Assess Road, Doemah Town

We understand that you are not bound to accept the lowest evaluated bid or any other bid that you receive.

We hereby certify, that we have taken steps to ensure that no acting for us or on behalf of us or on our behalf will engage in any type of fraud and corruption.

Signed: *Austin S. Doe* IN THE CAPACITY of CEO / Technical Director

Name: Austin S. Doe

I am authorized to sign the bid for and behalf of the Company, ITSACOM Polyroads Liberia Limited.

Date: 5th Day of July, 2021

Austin S. Doe
07/05/2021



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RCC

Special Conditions of Contract

A. General	
GCC 1.1 (m)	The Defects Liability Period is Six (6) months
GCC 1.1 (o)	The Employer is: Ministry of Public Works South Lynch Street P. O. Box 9012 1000 Monrovia 10, Liberia
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works including defects shall be Eighteen (18) Months from the date of contract signing.
GCC 1.1 (u)	The Project Manager/Employer Representative is: Hon. Kaustella Kilian Assistant Minister/Operations Ministry of Public Works South Lynch Street Monrovia, Liberia
GCC 1.1 (w)	The Site is located from LIPA Access Road, Doemah Town, Margibi Town
GCC 1.1 (z)	The Start Date shall be Fourteen (14) days after receipt of signed contract.
GCC 1.1 (dd)	The Works consist of the <ul style="list-style-type: none"> • Laterite road maintenance and upgrading • Installation of concrete culverts, 120cm and 90cm sizes • Construction of concrete rectangular side drains and or rip rap drainages • Construction of Road Pavement Using Polymer Smart Seals
GCC 2.2	Sectional Completions are Not Applicable
GCC 2.3(i)	The following documents also form part of the Contract: Agreement Letter of Acceptance Contractor's Bid Special Condition of Contract General Condition of Contract Specifications Drawings Priced Bill of Quantities
GCC 3.1	The language of the contract is English

(S)

Drawings**Priced Bill of Quantities**

GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of the Republic of Liberia
GCC 8.1	Schedule of other contractors: N/A
GCC 9.1	Key Personnel to be provided for the execution of the works include: i. Project Engineer/ Manager ii. Site Engineer iii. Quality Control Engineer iv. Construction Foreman v. First Aid Officer
GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) For the Works, Plant and Materials: (b) For loss or damage to Equipment: (c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: (d) for personal injury or death: (i) of the Contractor's employees. As provided by the General Conditions of Contract count 13.
GCC 14.1	Site Investigation Reports shall include Monthly Site Reports & Quality Control Tests as in the Specification
GCC 15.1	Queries: yes
GCC 21.1	The Site Possession Date(s) shall be: 14 days after the award of contract
GCC 25.2	Fees and types of reimbursable expenses to be paid to the Adjudicator: TBA, if applicable
GCC 25.3	Institution whose arbitration system shall be used: Association of Liberian Construction Companies The place of arbitration shall be: Monrovia, Liberia
GCC 26.1	Appointing Authorities for the Adjudicator: President of the Association of Liberian Construction Companies



B. Time Control

- 27.1 The contractor shall submit for approval a program for work within **14 days** from the date of the Letter of Acceptance
- 27.2 The period between the program update is **30 days**.
- The amount to be withheld for late submission of an updated program is **5%** of contractor amount.

C. Quality Control

- 28.1 The Defects Liability Period is: **Six (6) Months from the completion date**

D. Cost Control

- 29.1 The Ministry of Public Works shall pay or caused to be paid all subsequent payments **excluding the amount for Contingency**, other than the advance payment through the following terms:
- a The Contractor shall submit to the Project Manager Payment Request statements amounting to 15% of the estimated value of the work executed less the cumulative amount certified previously;
 - b The Project Manager shall check the Contractor's interim payment request and certify the amount to be paid to the Contractor following valuation of the works executed for the period;
 - c The **value of work executed** shall be determined by the Project Manager and the request for payment shall not exceed 15% of the of the estimated completed value of works.
 - d The **value of work executed** shall comprise the value of the quantities of the items in the Bill of Quantities;
 - e The **value of work executed** shall include the valuation of Variations and claims approved by the Project Manager;

All Payment Request prepared for each period shall be evidence by a signed request from the Project Manager submitted to the office of the Deputy Minister for Technical Services, and issuance of a Certificate of Completion signed by the Deputy Minister for Technical Services of Public Works

- 30.1 All Payments shall be adjusted for deductions for of 10% representing Retention.

- 31.1 The currency of the Republic of Liberia country is: **United States Dollars**

- 32.1 The Contract **is not** subject to price adjustment in accordance with GCC



48.1	The Proportion of payment retain is 10%
49.1	The liquidated damages for the whole of the Works are 0.05% . The final Contract Price per day. The maximum number of liquidated damages for the whole of the Works is 1.50% of the final contract price .
50.1	The Bonus for the whole of the Works is N/A of final Contract Price per day. The maximum amount of Bonus for the whole of the Works is N/A of the final Contract Price.
51.1	The Advance Payments shall be: 20% of the total Contract Price and shall be paid to the Contractor by the Employer. *****Note: The advance payment shall be subject to the submission of a Bank Guarantee from a Reputable Commercial Bank equivalent to the Amount to be received .
52.1	The Bank Guarantee for Advance Payment is indicated in section ten (10) of the bid documents.

E. Finishing the Contract

58.1	The date by which operating and maintenance manuals are required is N/A
58.2	The amount to be withheld for failing to produce "as built" drawings/and or operating and maintenance manual by the date required in GCC 58.1 shall be N/A
59.2 (g)	The maximum number of days is: Twenty-Eight (28)
60.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, shall be: 10%