

Republic of Liberia
MINISTRY OF PUBLIC WORKS
Monrovia, Liberia



CONTRACT NO.: MPW-W-0037-21/22

BETWEEN THE MINISTRY OF PUBLIC WORKS

&

**QUALITY GROUP OF CONSTRUCTION
COMPANIES**

**FOR THE PAVEMENT AND UPGRADING OF 15
GATE TO FISH CREEK APPLYING DOUBLE
CHIPS SEAL PAVEMENT OF URBAN STREETS
IN FIRESTONE, MARGIBI COUNTY, AS LOT # 15
– COVERING FIFTEEN KILOMETERS (15 KM)
LENGTH**

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

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CONTRACT AGREEMENT

This Agreement is made and entered into this _____ day of February, A. D. 2022, by and 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 **Quality Group of Construction Companies** of 11th Street, Sinkor, Payne Avenue, represented by its **Chief Executive Officer, J. Kelvin Buima** (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 the road connecting from Gate #15 to Fish Creek applying double chips seal pavement of urban streets in Firestone, Margibi County, **classified as Lot #15 under Work Contract No. MPW -W- 0037-21/22 covering Fifteen kilometers (15 km)** 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, **Quality Group of Construction Companies** was contracted for the pavement and upgrading of the road connecting from Gate #15 to Fish Creek applying double chips seal pavement of urban streets in Firestone, Margibi County, **classified as Lot #15 under Work Contract No. MPW -W- 0037-21/22 covering Fifteen kilometers (15 km)** 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 **Quality Group of Construction Companies** have mutually agreed to use this Contract for the pavement and upgrading of the road connecting from Gate #15 to Fish Creek, applying double chips seal pavement of urban streets in Firestone, Margibi County, **which covers about Fifteen kilometers (15 km)**;

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 **Quality Group of Construction Companies** for good and valuable consideration, mutually consent to the following terms and conditions set forth below:



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1. That in this Agreement, words and expressions shall have the same meaning(s) as are respectively assigned to them under 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. 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
3. 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 in all respects with the provisions of the Contract.
4. 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 **Five Million, Three Hundred Eighty Two Thousand Five Hundred Sixty-one United States Dollars, Twenty Cents (US\$5,382,561.20)** or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by this Contract.

In Witness whereof, the Parties hereto have caused this Agreement to be executed on the day and year first before written below:

FOR THE MINISTRY OF PUBLIC WORKS:



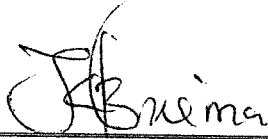
Hon. Ruth Coker Collins
Acting Minister

Date: 02-03-22

SIGN



FOR QUALITY GROUP OF CONSTRUCTION COMPANIES:



Mr. J. Kelvin Buima
CHIEF EXECUTIVE OFFICER

Date: 02-24-2022

Approved by the Ministry of Finance & Development Planning, R/L:



Hon. Samuel D. Tweah
MINISTER

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



Cllr. F. Musa Dean, Jr.
MINISTER



REPUBLIC OF LIBERIA
MINISTRY OF PUBLIC WORKS

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



RCC-DMTS&AM/MPW-RL/684/'21

February 8, 2022

Mr. J Kelvin Buima
Quality Group of Companies
Sinkor
Monrovia, Liberia

Dear Mr. Buima

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 15 (Gate 15 – Fish Creek) in Margibi County has been accepted as the "Most Responsive" after final approval from the PPCC with a bid price of US\$5,382,561.20. 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,

[Signature]
Hon. Ruth Coker-Collins
ACTING MINISTER

[Signature]

09/02/2022



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Quality Group of Construction Companies

15th Street, Barclay Avenue, Sinkor, Monrovia, Liberia

Date: July 6, 2021

Invitation for Bid No.: IFB No. MPW/NRF/W/ICB/011/20/21
Title of Contract: Pavement Upgrade (Double Chip Seal)

To: Max Jardiah
Procurement Unit
Ministry of Public Works
South Lynch Street
100 Monrovia 10, Liberia

Having examined the Bidding Documents, including addenda _____ we offer to execute the **Pavement Upgrade of Gate 15 – Fish Creek Road Using Double Chip Seal** in accordance with the GCC accompanying this Bid for the Contract Price of **Three Million Seven Hundred Twenty Six Thousand Sixty Five United States Dollars Fifty Five Cents (US\$3,726,065.55)**.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity period of **90 days** and, if required, Bid Security or Bid-Securing Declaration as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers 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 affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the **GOL**, or under the GOL's country laws or official regulations, in accordance with ITB Sub-Clauses 4.3 and 4.4.

The following commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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.

MOTTO: Providing Our Clients with the Ability to Implement Strategy and Management Change
Cell: +231 (0) 881 777 771 / 777 520 548 / 886 858 685
email: info.qualityconstructiongroup@gmail.com







Quality Group of Construction Companies

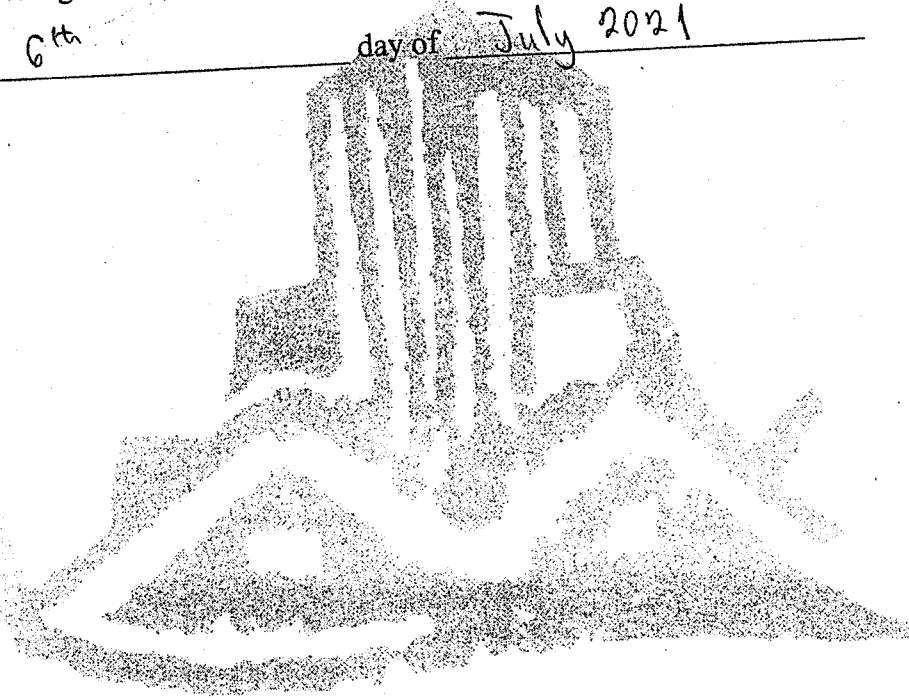
15th Street, Barclay Avenue, Sinkor, Monrovia, Liberia

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

I hereby certify that we have taken steps to ensure that no person acting for us or on our behalf is engaged in any type of fraud and corruption.

J. Buema in the capacity of C.E.O

Jakong Kefura Buema
Authorized to sign the bid for and on behalf of the Quality Group of Construction
6th day of July 2021



Providing Our Clients with the Ability to Implement Strategy and Management Change
Cell: +231 (0) 881 777 771 / 777 520 548 / 886 858 685
email: info.qualityconstructiongroup@gmail.com



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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 Gate #15 to Fish Creek, Firestone, Margibi County (15 km)
GCC 1.1 (z)	The Start Date shall be Fourteen (14) days after receipt of Advance Payment
GCC 1.1 (dd)	The Works consist of the Asphalt overlay, asphalt patching, concrete patching, drainage maintenance culvert installation and minor concrete works
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 The law that applies to the Contract is the law of the Republic of Liberia

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(Signature)

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	The amount to be withheld for late submission of an updated program is 5% of contractor amount.
C. Quality Control	
GCC 35.1	The Defects Liability Period is: Six (6) Months from the completion date
D. Cost Control	
GCC 42	<p>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:</p> <ul style="list-style-type: none"> 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 <u>value of work executed</u> shall be determined by the Project Manager and the request for payment pared shall not exceed 15% of the of the estimated completed value of works; d. The <u>value of work executed</u> shall comprise the value of the quantities of the items in the Bill of Quantities; e. The <u>value of work executed</u> shall include the valuation of Variations and claims approved by the Project Manager; <p>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 the Ministry of Public Works, R/L.</p>
GCC 43	All Payments shall be adjusted for deductions for of 10% representing Retention.
GCC 46.1	The currency of the Republic of Liberia country is: United States Dollars
GCC 47.1	The Contract is not subject to price adjustment in accordance with GCC
GCC 48.1	The Proportion of payment retain is 10%

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GCC 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 .
GCC 50.1	The Bonus for the whole of the Works is <u>N/A</u> of final Contract Price per day. The maximum amount of Bonus for the whole of the Works is <u>N/A</u> of the final Contract Price.
GCC 51.1	The Advance Payments shall be: 20% and shall be paid to the Contractor by the Employer. *****Note: The advance payment shall be subject to the submission of Bank Guarantee from a Reputable Commercial Bank of the equivalent of the Amount to received
GCC 52.1	The Bank Guarantee for Advance Payment is indicated in section ten (10) of the bid documents
E. Finishing the Contract	
GCC 58.1	The date by which operating and maintenance manuals are required is N/A
GCC 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
GCC 59.2 (g)	The maximum number of days is: Twenty-Eight (28)
GCC 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%

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