



A. M. S. & SONS LIMITED

P. O. BOX KS 14106, Adum - Kumasi

Tel: 0244029006/ 0245848684

email: ams&sons@gmail.com



AMS & SONS CONSTRUCTION COMPANY COMPANY PROFILE



About US

Founded in 2013, AMS & Sons Construction Construction Company has built a solid reputation for market excellence, drawing on a rich history and a strong heritage of quality, stability and innovative leadership in the marketplace for over 25 years through the experience of its well seasoned technical and administrative workforce in the construction industry.

Our commitment to innovation and excellence invariably results in a successfully completed project for both contractor and client. We understand and promote the idea of working as a partnership with our clients to ensure their goals are met. The company's position has evolved over the past few years with an increasing number of projects and an upward growing turnover. As the workload has increased the company's profile has been enhanced, by providing further opportunities for greater abilities to be demonstrated.

It is this heritage that allows us to possess the strong financial credentials and stability to build long-term partnerships with our customers and offer them a full range of diversified construction services, while offering a safe and progressive work environment for our employees.

We undertake a variety of projects for a wide range of cliental – from small private developments to large Government projects. Our unique and flexible project management systems ensure that a positive outcome is achieved regardless of size or nature of the project.

Because AMS & Sons Construction Construction has entered into partnership with owners of heavy duty equipment owners, the company has become ideal choice for many project managers.

Mission

To sustain the high level of qualified personnel and build a professional team committed to serve our clients. Our pledge is to establish lasting relationships with our customers by exceeding their expectations and gaining their trust, through exceptional performance by every member of the construction team

Vision

To be the leading local firm in Ghana in the field of civil construction, Road infrastructure and construction. AMS & Sons Construction will strive to offer excellent services by providing high quality of work, applying the latest available technology for the industry, and seeking more joint ventures with international companies to have the opportunity in higher weighted projects

Our Values

Strength

We are a solid partner for our customers and all stakeholders based on the integrity and

competency of our people, our decades of experience, our track record for delivering results and the backing of a global industry leaders.

Performance

We deliver on time and within budget. We demand excellence, deliver on our promises and continuously search for new and better ways to provide the best solutions for our customers and all stakeholders.

Passion

We care about and we are personally committed to everything we do, especially our people and their safety and development, our customers and their success, and the world we inhabit, in particular the people and environment in the communities where we live and work.

Resources

Through our partnership with major equipment owners, we have access to an extensive fleet of machinery and equipment including the following:

- Heavy Transporter (75 Tonne capacity)
- Watercarts
- Six-wheeler Tippers with Trailers
- Tractor Units
- Tractors
- Crew Trucks / Small Tippers
- Bulldozers and Scoops
- Excavators and Skid Steel Excavators
- Graders
- Mowers
- Rollers
- Drainage Shields
- Crawler Crane (50 Tonne)
- Forklifts
- Backhoes
- Water tanker facilities
- Other related small plant (plate compactors, etc)

Main Business Lines

AMS & Sons Construction Construction provides quality turn-key services to the Government of Ghana, District Assemblies, Private contractors and various government agencies. Our key services include;

- Earthworks
- Road Construction
- Building Construction
- Construction of Bridges and Dams
- Complex Highway projects
- Surveying
- Utility and Drainage Services

- Structural and Non-Structural Construction
- Grading and Paving
- Concrete, Asphalt Paving
- Water project and Power Distribution construction.

Some of the specific detailed activities are;

Concrete Construction Services

With over 25 years of experience drawn from the experience of Directors and technical staff in construction services we have earned an unmatched reputation in earthworks. Our team of construction professionals and frontline earthworks / concrete crews provide the technical expertise and knowledge in the production and placement of concrete that is carried through from project to project regardless of complexity and intricacy. A fleet of sophisticated equipment and a network of construction equipment perform our earthwork services.

Our earthworks and concrete services include:

- Extensive cutting and filling
- Compaction
- Vegetation clearance
- Topsoil removal
- Compaction
- Compaction testing
- Underground rock blasting
- Concrete Paving
- Roller Compacted Concrete
- Retaining Walls
- Sidewalks and Curbs
- Cement Stabilized Base Placement
- Barrier Walls

Structural Construction Services

Our experienced structural crews are trained to meet the demands of construction relating to today's sophisticated design of bridges and elevated structures. Our structural expertise is not limited to new construction but also includes the rehabilitation of concrete structures. Regardless of size and scope, every project is fully staffed with a knowledgeable structures expert to ensure that all structures are built at an optimal level of quality and safety.

Our structural services include:

- Structural Rehabilitation
- Bridge Structures
- Retaining Walls
- Cast in Place Utility Structures

Excavation & Underground Construction Services



Our experience with large complex underground service contracts, land development contracts and the construction of new roadways has enhanced our expertise in earth moving and underground services.

Environmental Construction Services

Our continued dedication to the environment and our strong commitment towards sustainable development resulted in the development of comprehensive environmental services, which include landfill reclamation and rehabilitation, and the manufacturing and sale of recycled granular materials.

Design Build Construction Services

Our extensive experience and expertise in the construction management of large scale infrastructure projects has allowed us to become an industry leader in the area of Design / Build, with a track record of having participated in some of the largest and most complex projects in the country.

Health and Safety



Occupational Health and Safety (OHS) is our first priority. We are committed to providing a safe and healthy working environment for all our employees, subcontractors and the public. AMS & Sons Construction Construction has an established Health, Safety and Environmental Department whose objective is to provide support in all aspects of health and safety related to

field and administrative operations. Our Health and Safety program also includes the annual training of over all employees on critical health and safety topics.

Our Health and Safety program includes 19 block elements that encompass a wide range of safety issues. Ongoing training, communication and safety reviews are part of our comprehensive safety regime. The OHS management system provides risk assessment, safe work procedures and the implementation of a job observation program.

Our employees have, over the years, participated in industry safety programs and have shared best practices with members of various construction associations. This participation and strong commitment at every level in our organization has allowed us to champion and positively influence the awareness and the critical importance of Health and Safety to the Ghanaian construction industry.

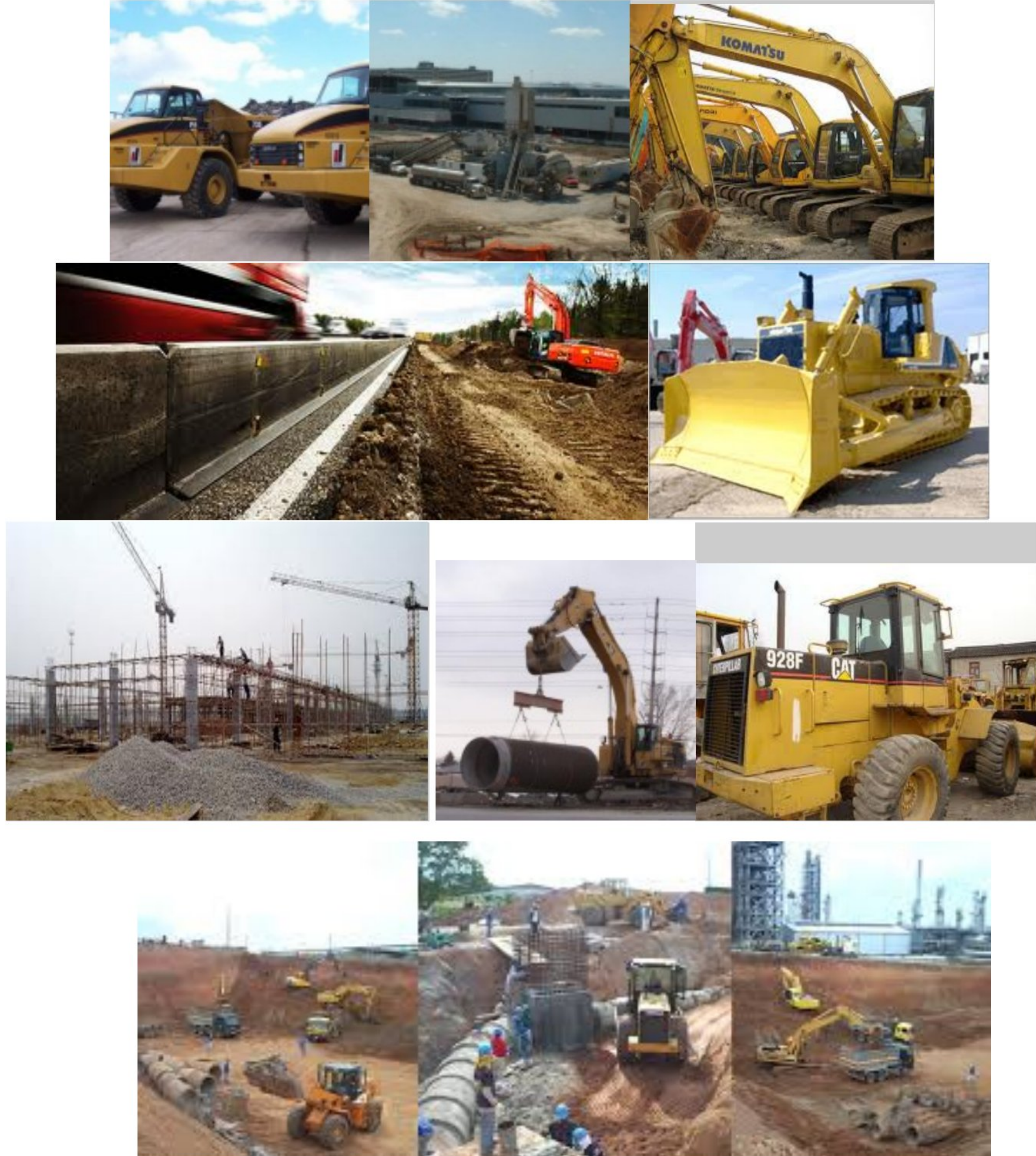
Plants, Equipment and Technology

Our extensive network of sophisticated plants employing the latest technologies exemplifies AMS & Sons Construction Construction's commitment to innovation, and our state-of-the art equipment fleet expertly managed by our plants, equipment and technology department.

Our plant network consists of several fixed and portable asphalt plants and two processing and recycling operations. We manage a network of earth moving and portable concrete and that allow us to offer customized and continuous on-site service, wherever our customers' projects may be located across Canada.

In addition, AMS & Sons Construction Construction's team of skilled mechanics follow an extensive equipment maintenance regime and perform regular maintenance on each piece of equipment at AMS & Sons Construction's own equipment repair shop, to ensure that each piece of equipment is working at the optimal level.

Image Gallery – AMS & Sons Construction's Construction Sites and Equipment



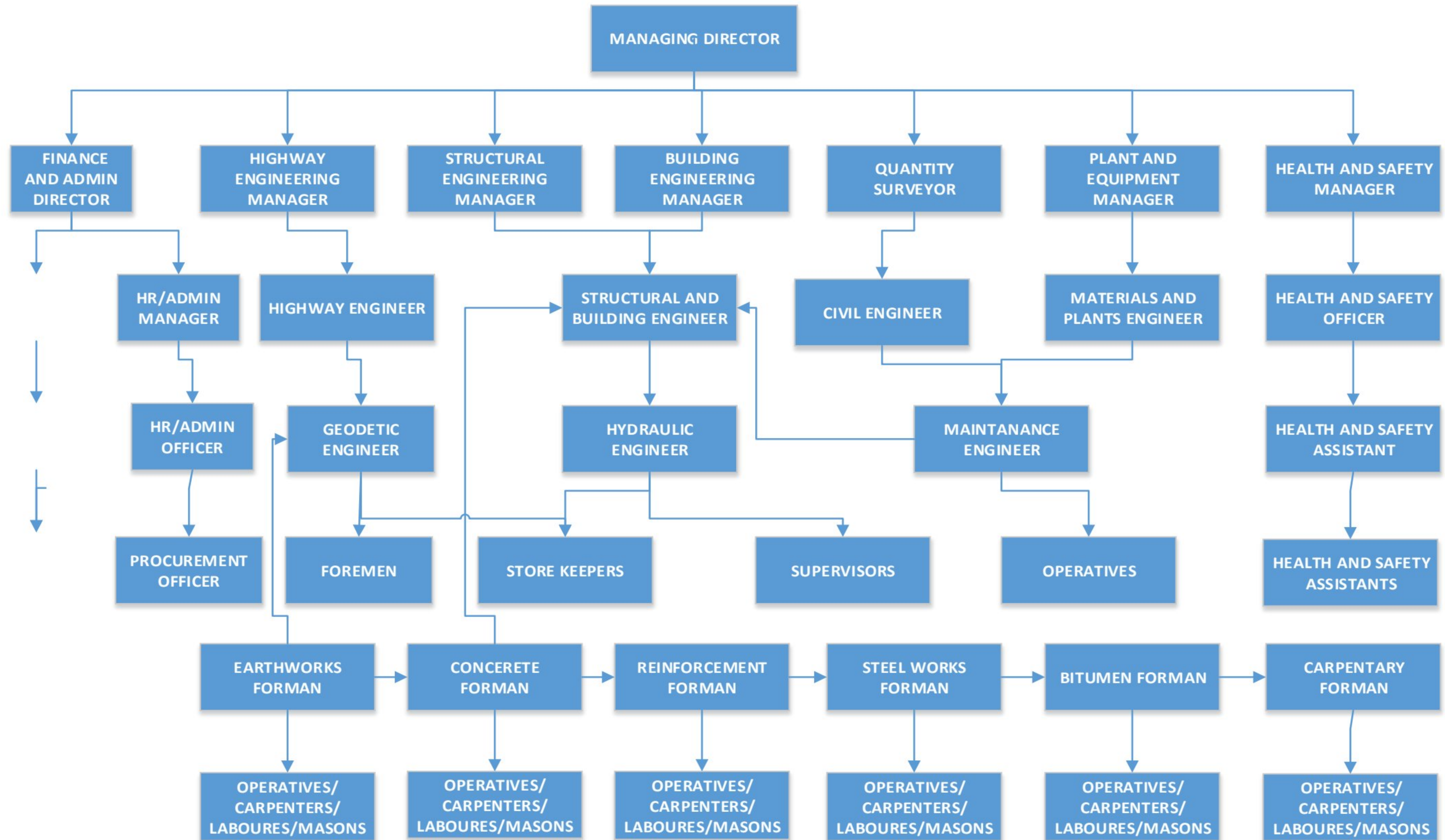
Environmental Management

AMS & Sons Construction Construction is committed to sustainable development, to responsible stewardship of the natural environment and to the protection of human health. The Company recognizes the environmental implications of its activities as well as its responsibility to conserve clean air, pure water, land and natural resources while optimizing the use of technology and pursuing the achievement of economic objectives.

AMS & Sons Construction has a Core Environmental Management Plan (EMP) that is applied to all its construction activities. On major projects the EMP is customized to address special or unique environmental issues

- Dodowa District Hospital Asphalt Road Project
- Rehabilitation of Agogo Town Roads
- Fomena District Hospital Roads
- Abetifi District Hospital Roads Project
- Earthworks for the construction of the 120-Bed Dodowa District Hospital
- Earthworks for the construction of the 120-Bed Abetifi District Hospital
- Earthworks for the construction of the 120-Bed Fomena District Hospital
- Internal roads and construction of apartment blocks for the Takoradi European Hospital
- Rehabilitation works on the Dodowa Afenya Roads Project
- Rehabilitation works on the Dodowa Kodeabe Roads Project
- Rehabilitation of the Dawhenya internal Roads Project
- Construction of access and internal roads at Agric Nzema Community Day School

AMS & SONS CONSTRUCTION'S ORGANISATIONAL CHART



CS305172013

C0002832941



Certificate of Incorporation

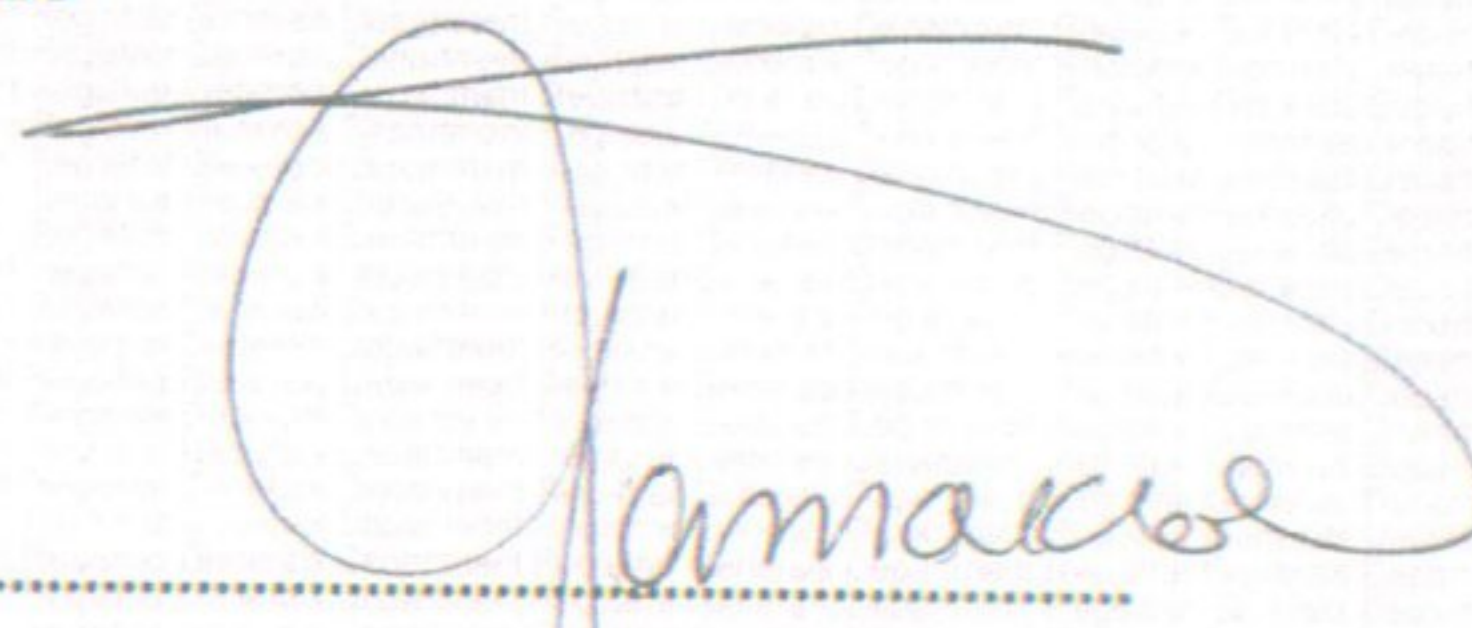
I hereby certify that

AMS AND SONS LIMITED

is this day incorporated under the Companies Act, 1963 (Act 179) and that the liability of its members is limited.

Given under my hand and official seal at Victoriaborg, Accra,
this 12th day of November 2013




For: Registrar of Companies

CS305172013

C0002832941



REPUBLIC OF GHANA

The Companies Act, 1963, Act 179


CERTIFICATE TO COMMENCE BUSINESS

I hereby certify that

AMS AND SONS LIMITED

having complied with the provision of Sections 27 and 28 of the
Companies Act, 1963, Act 179 is entitled to commence business
with effect from **12th day of November 2013**

Given under my hand at Accra this **12th day of November 2013**


For: Registrar of Companies



NEW DIMENSION HOUSE
BRITANNIA WAY
WATERS MEETING
BOLTON BL2 2HH

Telephone: +44(0) 1204 387244
Facsimile: +44(0) 1204 559202

Ref: MGL/ACF/3783(A3)(Kumawu)

29 September 2014

A.M.S. and Sons Company Limited

17-18 HAYWARDS PLACE
LONDON EC1R 0EQ

Telephone: +44(0) 20 7490 3950
Facsimile: +44(0) 20 7490 3949

www.deaconandjones.com

Dear Sirs

**1532: GHANA DISTRICT HOSPITALS
ENABLING WORKS KUMAWU : Site Vegetation Clearance (EW1) Topsoil Clearance (EW2)**

On behalf of our Client NMS Infrastructure Limited (the Contractor), we are pleased to inform you that your tender submission for the above project works has been successful.

The Award is subject to the following conditions:-

1. Work Details

The details of the Works are described in the following documents:

- 1.1 Campbell Reith Vegetation Clearance Specification dated 19/8/14 revision C1
- 1.2 Campbell Reith Topsoil Strip Specification revision C1 dated 19/8/14
- 1.3 Relevant clause of Ghana Transport Ministry document standard specification for Road and Bridge Works dated July 2007
- 1.4 Campbell Reith Vegetation Clearance Plan 11749/C001 T1 Vegetation Clearance Plan, 11749/C005 T1 Topsoil Strip Plan

2. Contract Sum

The price for the Works shall be in the amount of \$127,921.27. The price is deemed to include the costs of all works necessary for the timely and satisfactory completion of the Works in its entirety.

3. Commencement and Completion Dates

Possession of the Site for commencement of the Works (EW1) shall be Wednesday 1 October 2014 which will also be the Commencement Date of the Contract.

The completion of EW1 will be 8 October 2014.

The commencement of EW2 (Topsoil Strip) will be 14 October 2014. The completion of physical topsoil strip will be 27 October 2014. Surveying works will be completed by 5 November 2014.

4. Contract Documents

The following letters and documents shall constitute integral parts of the contract hereby awarded:

4.1 Campbell Reith Vegetation Clearance Specification dated 19/8/14 revision C1

4.2 Campbell Reith Topsoil Strip Specification revision C1 dated 19/8/14

4.3 Relevant clause of Ghana Transport Ministry document standard specification for Road and Bridge Works dated July 2007

4.4 Campbell Reith Vegetation Clearance Plan 11749/C001 T1 Vegetation Clearance Plan, 11749/C005 T1 Topsoil Strip Plan

4.5 Pricing Schedule in the sum of \$127,921.27.

4.6 The terms and conditions stated in this letter shall prevail in the event of any inconsistency between the terms and conditions stated in the earlier letters and documents identified above.

5. Contract Conditions

5.1 Sub-Contractor's obligations

5.1.1

The Sub-Contractor shall organize, carry out and complete the Works diligently and in a good and workmanlike manner, in accordance with the Work Details and the provisions of this Letter of Award. The Sub-Contractor shall complete the Works using reasonable skill and care including the selection of any specifications for the materials and goods and workmanship to be used in the Works so far as not stated in the Work Details.

5.1.2

The Sub-Contractor shall comply with any and all statutory requirements applicable to the Works and shall also comply with any Contractor Instruction in respect of the working hours, control of air, noise, waste-water and waste, delivery of materials and goods etc.

5.2 Payment

5.2.1

The Contractor shall pay the Sub-Contractor in accordance with clauses 5.2.2 and 5.2.3 shown below when the Works are completed.

5.2.2

The Contractor shall pay the Sub-Contractor an Advance Mobilisation Payment in the sum of \$38,376.38 equal to 30% of the Contract Sum, subject to the Sub-Contractor providing an acceptable Advance Payment Bond (Bank Guarantee) from a recognised and reputable Ghanaian Financial Institution.

Thereafter the Sub-Contractor shall raise a monthly (every 4 weeks) Application for Payment to Deacon and Jones, who will issue a Valuation Interim Certificate to the Sub-Contractor and Contractor for the amount deemed to be due. The Sub-Contractor will then raise an Invoice in accordance with the Interim Certificate to the Contractor who will process the payment within 7 days from receipt thereof. The Works or each stage of Works shall be considered as being properly completed only when they are free from obvious defects.

5.2.3

The Contractor shall pay the invoice within 14 days after receiving the invoice from the Sub-Contractor unless a greater sum has already been paid.

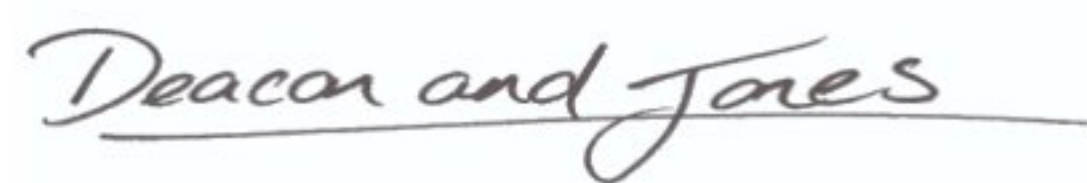
I, in the capacity of Managing Director duly authorized to sign for and on behalf **A.M.S. and Sons Company Limited** hereby confirm acceptance of the terms and conditions stipulated in this letter.

Signature and Stamp of Sub-Contractor

p
Date:

The acknowledgement of receipt of the Letter of Award is to be returned to Deacon and Jones within one working day of the date of this letter. This can be done by email to mark.lamoury@deaconandjones.com

Yours faithfully



DEACON AND JONES LLP

enc.

cc:	James Dunning	NMSI
	JoJo Benin	Genelec
	Simon Boots	Campbell Reith



NEW DIMENSION HOUSE
BRITANNIA WAY
WATERS MEETING
BOLTON BL2 2HH

Ref: BMR/3783(A3)

4 November 2014

Telephone: +44(0) 1204 387244
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A.M.S. & Sons Ltd
Adum-Kumasi
P.O. Box KS14106

17-18 HAYWARDS PLACE
LONDON EC1R 0EQ

Telephone: +44(0) 20 7490 3950
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www.deaconandjones.com

For the attention of: Asare Brookman Dadzie

Dear Sirs

**1532: GHANA DISTRICT HOSPITALS
KUMAWU – Enabling Works: Work Package EW3 - Earthworks
LETTER OF AWARD**

On behalf of our Client NMS Infrastructure Limited (the Contractor), we are pleased to inform you that your tender submission for the above project works has been successful.

The Award is subject to the following conditions:-

1. Work Details

The details of the Works are described in the following documents:

1.1 Deacon and Jones LLP – Invitation to Tender dated 15 October 2014.

2. Contract Sum

The price for the Works shall be in the amount of **US\$ 356,855.52** (Three hundred and fifty six thousand, eight hundred and fifty five dollars, 52 cents only). The price is deemed to include the costs of all works necessary for the timely and satisfactory completion of the Works in its entirety.

3. Commencement and Completion Dates

Possession of the Site for commencement of the Works shall be Monday 10th November; this date will also be the Commencement Date of the Contract.

The whole of the Works shall be completed within 7 weeks (49 calendar days) from the Commencement Date.

4. Contract Documents

The following letters and documents shall constitute integral parts of the Contract hereby awarded:

4.1 Schedule of Works:-

4.1.1 A.M.S. & Sons Ltd Tender Submission – 1532: Ghana District Hospitals / Enabling Works Package EW3 / Kumawu / Specification & Schedule of Works dated 22 October 2014.

4.1.2 Campbell Reith Drawings:

11749-	C020	T1	Formation Level Location Layout
	C021	T2	Formation Levels Layout Masterplan
	C022	T1	Formation Levels Layout - Sheet 1 of 5
	C023	T1	Formation Levels Layout - Sheet 2 of 5
	C024	T1	Formation Levels Layout - Sheet 3 of 5
	C025	T1	Formation Levels Layout - Sheet 4 of 5
	C031	T2	Formation Level Sections
	C600	D1	Topographic Survey Sheet 1 of 3
	C601	D1	Topographic Survey Sheet 2 of 3
	C603	D1	Topographic Survey Sheet 3 of 3

4.1.3 Campbell Reith - Groundworks Specification Ref MMmm 11749-02091; Rev T1 dated 03/10/14.

4.1.4 A.M.S. Sons Ltd Method Statement titled 'Method Statements for Cut and Fill – Sekyere – Kumawu – Afram Plains Hospital Site' (subject to review and final approval by the Contractor).

4.1.5 A.M.S. & Sons Ltd Programme of Works as included within the aforementioned Tender Submission referred to at Item 4.1.1.

4.2 The Contract Sum is based on the A.M.S. & Sons Limited Tender Submission of 1532: Ghana District Hospitals / Enabling Works Package EW3 / Kumawu / Specification & Schedule of Works dated 22 October 2014, attached for reference.

4.3 A.M.S. & Sons Limited letter and appendix of Subcontractors offer dated 22/10/14.

4.4 The terms and conditions stated in this letter shall prevail in the event of any inconsistency between the terms and conditions stated in the earlier letters and documents identified above.

5. Contract Conditions

5.1 Sub-Contractor's obligations

5.1.1

The Sub-Contractor shall organize, carry out and complete the Works diligently and in a good and workmanlike manner, in accordance with the Work Details and the provisions of this Letter of Award. The Sub-Contractor shall complete the Works using reasonable skill and care including the selection of any specifications for the materials and goods and workmanship to be used in the Works so far as not stated in the Work Details.

5.1.2

The Sub-Contractor shall comply with any and all statutory requirements applicable to the Works and shall also comply with any Contractor Instruction in respect of the working hours, control of air, noise, waste-water and waste, delivery of materials and goods etc.

5.2 Payment

5.2.1

The Contractor shall pay the Sub-Contractor in accordance with clauses 5.2.2 and 5.2.3 shown below when the Works are completed.

5.2.2

The Contractor shall pay the Sub-Contractor an Advance Mobilisation Payment in the sum of \$25,000.00 subject to the Sub-Contractor providing an acceptable bank guarantee from a recognised and reputable Ghanaian Financial Institution.

The next payment due will be made two weeks after the Date of Commencement of the works on the 24th November. The amount deemed to be due will be subject to an on site valuation of works completed. The Sub-Contractor shall raise an Application for Payment in advance of the payment due date to Deacon and Jones LLP, who will issue a Valuation Interim Certificate to the Sub-Contractor and Contractor for the amount deemed to be due. The Sub-Contractor will then raise an invoice in accordance with the Interim Certificate to the Contractor who will process the payment.

Thereafter the Sub-Contractor shall raise an Application for Payment to Deacon and Jones LLP upon completion of the works. Deacon and Jones LLP will issue a Valuation Interim Certificate for the amount deemed due. The Sub-Contractor will then raise an invoice in accordance with the Interim Certificate to the Contractor. The whole of works shall be considered as being properly completed only when the works are free from any obvious defects.

5.2.3

The Contractor shall pay the invoice raised upon completion of the works within 14 days after receiving the invoice from the Sub-Contractor.

I, **Asare Brookman Dadzie** in the capacity of **Managing Director** duly authorised to sign for and on behalf **A.M.S. & Sons Limited** hereby confirm acceptance of the terms and conditions stipulated in this letter.

Signature and Stamp of Sub-Contractor

Date _____

The acknowledgement of receipt of the Letter of Award is to be returned to Deacon and Jones within one working day of the date of this letter. This can be done by email to ben.robinson@deaconandjones.com & mark.lamoury@deaconandjones.com.

Yours faithfully

Deacon and Jones

DEACON AND JONES LLP

cc: James Dunning NMSI



**1532: GHANA DISTRICT HOSPITALS
EW3 EARTHWORKS
ABETIFI**

STATEMENT OF FINAL ACCOUNT

	\$
CONTACT SUM: A.M.S. & Sons Ltd	449,058.82
VARIATIONS	498,060.01
	<hr/>
TOTAL OF FINAL ACCOUNT (Exclusive of VAT)	\$947,118.83
	<hr/> <hr/>

I/we confirm that the above total of \$947,118.83 is the agreed final cost of the works executed by A.M.S. & Sons Ltd for NMS Infrastructure Limited under the contract for EW3 Earthworks: Abetifi and that I/we have no further claims outstanding.

Note: this settlement also includes for any remedials to be undertaken to EW3 at Kumawu and EW3 at Abetifi sites. These remedial works will be undertaken by NMS direct, and no further works are required by A.M.S. & Sons Ltd.

Signed _____

On behalf of A.M.S. & Sons Ltd

Date _____

DEACON AND JONES LLP

Chartered Quantity Surveyors, Project Managers and Construction Cost Consultants
New Dimension House
Britannia Way
Waters Meeting
Bolton BL2 2HH
Tel: +44(0)1204 387244
www.deaconandjones.com

NMS Infrastructure Limited

116 Yiyiwa Drive, Abelemkpe, Accra, PO Box KD 816, Accra, GHANA
Company Registration number: ET0022022013



CONTRACT BETWEEN

NMS INFRASTRUCTURE LIMITED

AND

A.M.S. & SONS

FEBRUARY, 2016



Tel: +44-1536-762528 Fax: +44-1536-763835 E-mail: group@nmsigrp.com Web: www.nmsigrp.com

Company Registration in England 5824277

A member of the NMS International Group of Companies



NMS Infrastructure Limited

116 Yiyiwa Drive, Abelemkpe, Accra, PO Box KD 816, Accra, GHANA
Company Registration number: ET0022022013



CONTRACT

THIS CONTRACT ("Contract") is entered into this day of **19th February**, 2016 by and between **NMS INFRASTRUCTURE LIMITED**, having its registered office located at **No. 116 YIYIWA DRIVE, ABELINKPE, P. O. BOX KD 816, KANDA – ACCRA, GHANA** (hereinafter called "the Contractor") of the one part and **A.M.S. & SONS LTD**, having its registered office at **P. O. BOX KS 14106, ADUM - KUMASI** (hereinafter called "the Sub-contractor") of the other part.

WHEREAS

The Contractor received the Sub-contractor's bid/quotation in respect of the performance of **ROAD SURFACE DRESSING – PRIMER SEAL AND SEAL WORKS AT NMS INFRASTRUCTURE LIMITED SITE AT DODOWA** (hereinafter called "the Works") for the benefit of **NMS INFRASTRUCTURE LIMITED**.

The Contractor has accepted the offer by the Sub-contractor for the performance of the Works and the remedying of defects therein in the sum of **US\$282,706.40 (Two Hundred and Eighty Two Thousand, Seven Hundred and Six US Dollars, Forty Cents)** hereinafter called the "Contract Price"

NOW IS HEREBY AGREED AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Contract Conditions referred to
2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract. Whenever there is a conflict the provisions of the Special Conditions shall prevail over those in the General Conditions.
 - a. This Form of Contract and the Appendices attached to it
 - b. The Sub-contractor's Bid
 - c. Special Contract Conditions
 - d. Schedule of Activities
3. Payment will be made in accordance with the schedule below subject to satisfactory completion of the Sub-contractor's contractual obligations as detailed in the Contract
 - Advance payment – 30% of the contract sum representing **US\$84,811.92 (Eighty Four Thousand, Eight Hundred and Eleven US Dollars, Ninety Two Cents)** subject to the Sub-contractor providing an acceptable advance payment bond from Star Assurance

NMS Infrastructure Limited

116 Yiyiwa Drive, Abelemkpe, Accra, PO Box KD 816, Accra, GHANA
Company Registration number: ET0022022013



- in the recommended wording set out in the Contract.
- Valuation of works and payment shall be on monthly basis. This evaluation will commence on the 20th of each month and payment made within 20 days of submission of invoice (unless otherwise determined and agreed with Contractor's Construction Director/Senior Commercial Manager)
 - Retention of 5%** of the total value of works certified shall be withheld and paid **Six (6) months** after practical completion of works, subject to the Contractors Construction Director / Senior Commercial Manager's approval.

IN WITNESS whereof, the parties hereto set their hands the day and the year first written above.

For and on behalf of

CONTRACTOR

Name: John Crowley
Designation: Senior Commercial Manager
Signature: [Signature]

Witnessed by:

Name: John Yaw-Agyem
Designation: Head of QS
Signature: [Signature]

A.M.S. & SONS LTD

Name: ASARE BROOKMAN DADZIE
Designation: MANAGING DIRECTOR
Signature: [Signature]

Witnessed by:

Name: SAMUEL AMPAH
Designation: Q.S
Signature: [Signature]



NMS Infrastructure Limited

116 Yiyiwa Drive, Abelemkpe, Accra, PO Box KD 816, Accra, GHANA
Company Registration number: ET0022022013



18th February, 2016

THE MANAGING DIRECTOR
A.M.S. & SONS LTD
P. O. BOX KS14106
ADUM - KUMASI

ATTN: MR. ASARE BROOKMAN DADZIE

Dear Sir,

ROAD SURFACE DRESSING – PRIMER SEAL AND SEAL WORKS AT DODOWA

ACCEPTANCE LETTER

Reference your tender bid submitted on February 2, 2016 for the subject project at NMS site at Dodowa.

We have the pleasure to inform you that we have accepted the amount of **Two Hundred and Eighty Two Thousand, Seven Hundred and Six US Dollars, Forty Cents (US\$282,706.40)**.

The following shall be the commencement and completion dates for the works:

a. Phase I – Internal roads

Commencement date: Feb 25, 2016 ✓
Completion date: March 11, 2016

b. Phase II – Access roads

Commencement date: March 11, 2016
Completion date: March 21, 2016

Scope of works include but not limited to:

- Surface preparation for road works
- Primer seal and seal of road surface

Kindly note that time, quality and cost are of essence to this project.

Yours faithfully,

ADRIAN CROWLEY
(SENIOR COMMERCIAL MANAGER)
CC:CONTRACTORS SITE MANAGER - DODOWA



CONDITIONS OF CONTRACT

Definition of Terms

1. The terms herein below set forth wherever used in this Schedule of Conditions of Contract or in the Bills of Quantities hereto annexed shall have the meanings set forth severally against them.
 - (a) "Contractor" means **NMS INFRASTRUCTURE LIMITED**
 - (b) "Sub-contractor" means the person or persons, partnership, firm or Company who has or have signed this contract and includes his or their heirs, executors, assigns, successors and duly appointed representatives.
 - (c) "Consultant" means the Company or any such other person appointed by him from time to time and notified in writing to the Sub-contractor to act in that capacity or under him as his appointed representative to exercise any of his functions under the provisions of the Contract.
 - (d) "The Supervising Officer" means any resident engineer or Consultant or clerk of works or works superintendent appointed from time to time by the Contractor or by the Consultant to watch and supervise the execution, completion and maintenance of the Works and to test and examine any materials to be used or workmanship employed in connection with the Works.
 - (e) "Works" shall mean all or any portion of the work, materials and articles to be used in the execution of this Contract.
 - (f) "Site" means the land set apart and made available to the Sub-contractor by the Contractor upon which the Works under this Contract are to be executed.
 - (g) "Drawings" means the drawings referred to and enumerated in the Schedule of Drawings included in the Appendix to this Document and all supplementary drawings which the Consultant may from time to time issue to the Sub-contractor.
 - (h) "Extra Work" means any work not included in this Contract as shown in the Drawings or described in the Bills of Quantities or reasonably to be implied therefrom which the Consultant may direct the Sub-contractor to execute during the performance of this Contract.
 - (i) "Approved" means approved in writing by the Consultant.
 - (j) "Directed" means directed in writing by the Consultant.



1. Scope of the subcontract works

- 1.1 The Contractor sub-contracts to the Sub-Contractor who in consideration of the price referred to in the contract hereof undertakes to execute the Sub-Contract Works together with all labour, materials, construction plant, temporary works and everything whether of a permanent or temporary nature required for the Sub-Contract Works, the scope of the Sub-Contract Works is described more fully in the attached Bills of Quantities and scope of works.
- 1.2 The Works are to be carried out to the full satisfaction of the Contractor, and in accordance with the Contractors' programme of works. All works must conform to the standards and specifications set out in the working drawings.

2. Sub-contract documents

- 2.1 The various documents for this Sub-Contract shall be read as a whole and should the Sub-contractor discover any errors or conflicts, he shall be obliged to propose correction or amendment thereof to the Contractor and to seek the written instructions of the Contractor for the resolution of any doubt. The Sub-Contractor shall at his own expense rectify any of the Sub-Contract Works required by the Contractor to be rectified due to any doubts, ambiguities or errors in or between any of the Sub-Contract Documents.
- 2.2 The Sub-contractor shall be and remain entirely responsible for all design plans, drawings and documentation necessary for the Works provided by him or by others on his instructions whether or not approved by the Contractor. The Sub-contractor shall check the drawings and plans supplied to him by the Contractor and/or the Employer or his representative to ensure that the design and specifications satisfy the requirements of the Sub-Contract Works.

3. Liability of the Sub-contractor

- 3.1 The Sub-contractor agrees:
 - (a) to execute the Sub-contract works in accordance with the verbal directions and programme defined in this Sub-contract.
 - (b) to indemnify and save harmless the Contractor against any or all of the following:
 1. any breach, non-observance or non-performance of the said provisions;
 2. any acts or omissions of the Sub-contractor, his servants or agents which will or may involve the Contractor in any liability against third parties; and
 3. any damage, loss or expense due to or resulting from any negligence or breach of duty on the part of the Sub-contractor, his servants or agents.
 - (c) to perform and complete the sub-contract works as per this sub-contract agreement with the Contractor.
- 3.2 Should the Sub-contractor fail to execute the sub-contract works properly, use sub-standard or unacceptable equipment, fail to complete the works in time or refuses to adhere to the instructions of the Contractor's representative, the Contractor may, upon his discretion and



without releasing the Sub-contractor from any of his contractual obligations, repair and carry out such faulty or delayed sub-contract works and may use for this purpose any of the Sub-contractor's plant, equipment or material brought to or intended to be brought to the site. All damages and expenses incurred by the Contractor in the aforementioned case will be charged to the Sub-contractor without prejudice to any other rights which the Contractor may exercise against the Sub-contractor.

- 3.3 The Sub-contractor shall carry out the sub-contract works in such a manner that the works of the Contractor or other Sub-contractors are not disturbed and vice versa.
- 3.4 The Contractor's representative shall have the same powers same as that of the Employer's representative as provided for in the Main Contract. The Sub-Contractor agrees to perform, conform and abide by all instructions and decisions issued by the Contractor to the same extent that Contractor would be bound under the Main Contract, including all variations / change orders which shall be treated under the terms of the Main Contract unless otherwise indicated hereto.
- 3.5 The Sub-contractor hereby acknowledges that any breach by him of the subcontract may result in the Contractor's committing breaches of and becoming liable in damages under the Main Contract and other contracts made by him in connection with the Main Works and may occasion further loss or expense to the Contractor in connection with the Main Works and all such damages, loss and expense are hereby agreed to be within the contemplation of the Parties as being probable result of any such breach by the Sub-contractor.
- 3.6 The Sub-contractor is solely responsible towards his employee for payment, at his own cost and expense, all salaries, wages, social security dues, end of service indemnities, annual leaves and any other benefits due to his employees in accordance with the labour law of or any other country in which the employee may be legally entitled to additional benefits.
- 3.7 The Sub-Contractor shall not communicate directly with the Employer and/or his representative on any matters relating to the sub-contract and/or the Works, and any instruction given directly by the Employer to the Sub-Contractor which may involve some additional work or any other changes, must be confirmed in writing by Contractor, otherwise Sub-contractor shall not be entitled to any compensation or extension of time for such additional work or change.
- 3.8 The Sub-Contractor shall not assign or sublet any part of the Sub-Contract Works to others without prior approval of the Contractor. The Contractor's approval of assigning or subletting any such part shall not relieve the Sub-Contractor of his responsibility for the performance of the Sub-Contract Works as called for under the Sub-Contract Documents.

The Contractor has the right to withhold approval to assign or sublet without expressing any reason therefore.

3.9 The Sub-contractor undertakes to conform strictly with all regulations, tender rules, labour regulations, safety codes, police laws regulating the highway, the traffic and the fire protection of and all instructions of Contractor in respect of the compliance therewith.

3.10 The Contractor shall be entitled to deduct from or set off against any moneys due to Sub-contractor, sums the Contractor may be entitled to claim for damages or otherwise.

4. Time for completion

4.1 The Subcontract Works are to be undertaken in accordance with the Contractor's programme as summarized below:

a. Phase I – Internal roads

Commencement date: 25th February, 2016

Completion date: 11th March, 2016

b. Phase II – Access roads

Commencement date: 11th March, 2016

Completion date: 21st March, 2016

Start and finish dates are dependent on the completion of predecessor works and site instructions.

4.2 The Sub-Contractor shall commence, continue and complete the performance of the sub-contract works so as not to delay the Contractor and so as to ensure completion as directed by the Contractor. Any time specified for completion of this Sub-Contract or portions thereof is a basic provision of this Sub-Contract and no extension of time shall be permitted for any reason whatsoever save only in the case where the Employer and/or the Contractor and/or the Employer's representative shall have specifically agreed to the same. Any delay or threat of a delay will be deemed a breach of this sub-contract.

4.3 The Sub-Contractor shall promptly increase his work force, accelerate his performance, work overtime, work Fridays and holidays all without additional compensation, if, in the opinion of the contractor such work is necessary to maintain proper progress.

5. Contract Sum

5.1 The Sub-contractor undertakes to execute and complete the sub-contract in accordance with the agreed sum specified, or such other sum as they become payable under the sub-contract by reason of any authorized variations of the sub-contract works.

Any works, which are to be reimbursed on a day works basis, as agreed in writing by the Contractor, are to be in accordance with day work rates advised by the Senior Quantity Surveyor.



A 5% Withholding Tax shall be deducted on all Payments and paid to Ghana Revenue Authority as and when payments are made in respect of work executed unless Sub-contractors shows proof of exemption.

6. Terms of Payment

- 6.1 The Contractor shall make payment to the Sub-contractor of the sub-contract sum in accordance with the terms specified hereto, if and when Contractor gets paid for the same from the Employer
- 6.2 Valuation of works and payments shall be on monthly basis. The valuation will commence on the 20th of each month and payment made within 20 days of submission of invoice unless otherwise determined and agreed with Contractor's Construction Director / Senior Commercial Manager
- 6.3 **Retention of 5%** of the total value of works certified shall be withheld and paid **Six (6) months** after practical completion of works, subject to the Site Manager's /Construction Director's approval

7. Performance Guarantee and Defects Liability

- 7.1 The Sub-Contractor shall maintain the sub-contract works in perfect condition and provide repair or replacement of any defective material or workmanship during the maintenance period as specified. The Sub-contractor shall correct such defective work as covered by the Main Contract conditions promptly after receipt of a written notice from the Contractor. Funds from the Performance Guarantee / Retention shall become due to the Contractor to cover any losses experienced by the Contractor and/or the Employer through default of the terms and conditions of the sub-contract by the Sub-contractor.
- 7.2 Penalty for delay caused by the Sub-contractor is 5% of sub-contract sum for each week of delay or part thereof, with a limit of 10% of sub-contract sum. Any such penalty shall be deducted from subcontractor's payment certificates that may be issued for works completed by the subcontractor.

8. Acceptance and Final Payment

- 8.1 Acceptance by Contractor of the Sub-Contract Works shall be subject to the acceptance of the Main Works by the Employer or his representative as per the Conditions of the Main Contract. Upon issuance of the Substantial Completion Certificate for the Main Works, the Contractor shall in turn certify Substantial Completion of the Sub-Contract Works.
- 8.2 The Sub-contractor shall remain liable to the Contractor in respect of latent defects in the execution of the sub-contract works and any other matter or thing in relation to the sub-contract works for which the Contractor remains liable to the Employer under the Main Contract arising out of the sub-contract works.

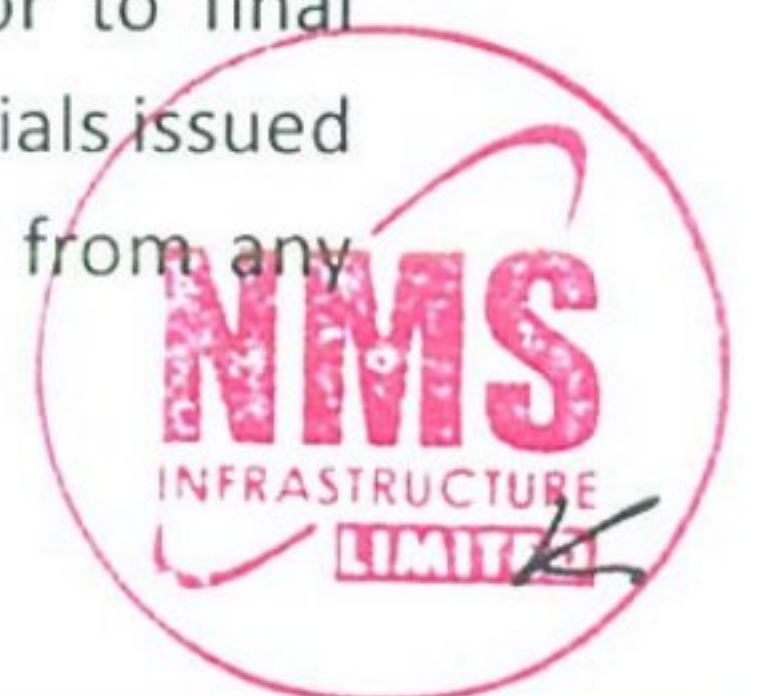


9. Insurance

- 9.1 The Subcontractor shall provide Third Party Insurance for the sub-contract works. A copy of the Sub-contractors Third Party Insurance and workman's compensation insurance shall be forwarded to the Contractor no later than 7 days after the signing of this agreement.

10. Technical Acceptance

- 10.1 The Contractor maintains the right to reject any goods, materials and workmanship or parts thereof if in his opinion, they are not conforming to the Main Contract hereof and/or the Subcontract requirements. In such a case, Sub-Contractor will at his own expense, remove and replace rejected item(s) as soon as possible.
- 10.2 All sub-contract material shall be properly stored and protected by the Sub-Contractor, at his own expense and to the satisfaction of the Contractor and the Employer and/or his representative.
- 10.3 Regardless of any site discussions or instructions during the execution of the sub-contract works, the work carried out by the Sub-contractor shall not be regarded as accepted by the Contractor until the issue of the Acceptance Certificate by the Contractor.
- 10.3 The Sub-contractor shall provide all permanent materials and consumables needed to complete the works.
- 10.4 The Subcontractor shall make judicious use of all materials supplied by the Main Contractor with special consideration being given to wastage.
- 10.5 The subcontractor has an obligation to check that the quantities stated in the Bills of Quantities are accurate and adequate to complete the works described by the drawings and also as verified on site.
- Any discrepancies noted by the subcontractor shall immediately be brought to the attention of the Contractor's Quantity Surveyor. If no such discrepancies are brought to the Contractor's attention prior to commencement of sub-contract works on site, it would be deemed that the sub-contractor agrees and accepts the accuracy of the quantities. No additional materials shall be issued to the subcontractor other than the quantities agreed, including due to allowance for wastage.
- The Subcontractor shall sign against the quantities certifying that what is being supplied is in compliance with the requirements and that any request in excess of what has been agreed shall be charged against the Sub-contractor.
- 10.6 The utilization wastage for material shall not exceed 15% of the total quantity installed. A material reconciliation shall be done by the contractor's Quantity Surveyor prior to final payment. The costs of any excess material required to complete the works, or materials issued to the subcontractor but could not be properly accounted for shall be deducted from any monies that become due for payment to the subcontractor.



- 10.7 Where the Subcontractor as agreed brings materials to site for use in the sub-contract works such materials shall comply with the specifications for this project, and only such materials as comply with proper execution of the sub-contract. The Contractor shall be the sole arbiter of the quality and suitability of materials supplied by the Sub-contractor.
- 10.8 Should the Sub-contractor employ faulty or sub-standard materials, the Sub-contractor shall be in breach of Clause 3 of this Agreement and the provisions contained in Clause 3 shall apply. Unsuitable materials may be rejected by the Contractor at any time up to the time he signs the Acceptance Certificate.

11. Health, Safety, Environmental and Security (HSE&S) Requirements

- 11.1 The Subcontractor shall comply as required with Contractor's Site Health, Safety, Environmental and Security Procedures.
- 11.2 The Subcontractor shall take sufficient and necessary precautions for the prevention of accidents and shall comply with any law, statute or regulations governing the employment of labour. The Sub-contractor shall hold the Contractor indemnified against any action on his part or that of his servants or assigns.
- 11.3 Workers employed by the Subcontractor will not be permitted on site without the minimum requirements of safety helmets, safety footwear and approved Identity Cards. These and all other safety equipment and safety wear required for particular activities of the Subcontractor's workers must be provided by the Subcontractor.

In the event of damage to any safety wear issued by the Contractor to the Sub-contractor's workmen the full replacement cost of such items shall be recovered from the Sub-contractor.

- 11.4 The Sub-contractor nominated representatives shall be responsible to contractor for the proper and timely performance, the safety and health of employees, the safety and security of the works, the preservation of the environment and the safety of property and shall be solely accountable to implement the same in accordance with the Main Contract and this article with the understanding that the most stringent conditions shall always be required and applicable.

12. Representation and Warranties

- 12.1 The Sub-contractor represents and warrants that it is technically and financially capable of carrying out such work and providing such services in accordance with the terms and conditions of this contract.

13. Confidentiality

- 13.1 All technical information provided to the Sub-Contractor and the terms of this contract shall be considered to be confidential information and the Sub-Contractor shall maintain complete confidentiality regarding the above mentioned information and shall not disclose same to a third party or use such information other than for the purposes of executing the



present contract, either during the tenure of this contract or thereafter, except with express written permission of the Main Contractor.

14. Excusable Delays and Force Majeure

- 14.1 If the performance by either party of any obligation under the Contract should be prevented or delayed by an event which is beyond the control of such party, the said party's duty to perform the obligations affected by such event shall be suspended for a period equal to the delay resulting from the occurrence of such event.
- 14.2 The events giving rise to suspension of performance and excusable delays shall include, but not be limited to riot and other civil commotion except when it is solely restricted to employees of the Sub-Contractor, acts of Government, earthquakes, floods or any natural occurrences which could not have been reasonably foreseen or protected against.

15. Settlement of Disputes

- 15.1 Any dispute or difference arising out of or in connection with or resulting from this Contract, its application or interpretation, which cannot be settled amicably between the parties, shall be referred to a mediator jointly appointed by the Contractor and Sub-contractor for settlement. In the event where the outcome of settlement by the mediator does not resolve the dispute, the dispute shall be referred to arbitration under the Alternate Dispute Resolution Act, Act 798. The decision of the arbitration shall be binding unless and until nullified by a competent court of jurisdiction in Ghana.

16. Laws and Regulations

- 16.1 The Sub-contractor shall comply with all laws and regulations valid in Ghana and with all regulations and by-laws of any Local Authority or of Public or Private Company who have any jurisdiction with regard to the Sub-contract works, and shall be solely liable for any breach thereof.
- 16.2 This Sub-contract shall be a Ghanaian contract and shall accordingly be governed and construed according to the laws in force in Ghana.
- 16.3 Any changes in applicable Ghanaian laws and regulations after the effective date of the Sub-contract which may affect the parties' rights and obligations herein shall be applied to modify this Subcontract where necessary.

17. CHARGES, DUTIES AND TAXES

- 17.1 All legal charges, duties and taxes are deemed to be included in the Sub-contractor's price and any other matter whatsoever affecting the cost of the works, unless expressly stated in this sub-contract agreement.

18. INSURANCE

- 18.1 The Sub-contractor shall provide Third Party Insurance for the Subcontract works. A copy of the Sub-contractors Third Party Insurance and workman's compensation insurance shall be forwarded to the Main Contractor no later than 7 days after the signing of this agreement.



19. Termination

19.1 The Contractor may terminate the Contract if the Sub-contractor causes a fundamental breach of the Contract.

19.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Sub-contractor stops work for 15 Days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by NMSI Site Manager/Construction Director;
- (b) the Sub-contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Contractor's Site Manager/Senior Commercial Manager/Construction Director gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Sub-contractor fails to correct it within a reasonable period of time determined by the Site Manager/Construction Dire;
- (d) the Sub-contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, **as defined in the conditions of contract;**

19.3 Notwithstanding the above, the Contractor may terminate the Contract for convenience if Sub-contractor is deemed not capable of undertaken the works after giving 14 days' notice to the Sub-contractor.

19.4 If the Contract is terminated, the Sub-contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

20. Fraud and Corruption

20.1 The Contractor determines that the Sub-contractor has been engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in executing the Contract, then Contractor may, after giving 14 days' notice to the Sub-contractor, terminate the Sub-contractor's employment under the Contract and expel him from the Site.

20.2 Should any employee of the Sub-contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the Works, then that employee shall be removed from Site.

20.3 For the purpose of this Sub-Clause:

- a. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;



- c. "collusive practice" means an arrangement between two or more parties, with or without the knowledge of Contractor, designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party;
- (e) "Obstructive practice" is
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by the Contractor into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii. acts intended to materially impede the exercise of Contractor's inspection.

21. Payment upon Termination

- 21.1 If the Sub-contract is terminated because of a fundamental breach of Contract by the Sub-contractor, the Contractor shall issue a certificate for the value of the work done and Materials ordered less advance payments made up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. If the total amount due to the Contractor exceeds any payment due to the Sub-contractor, the difference shall be a debt payable to the Contractor.
- 21.2 If the Contract is terminated for Contractor's convenience, the Contractor shall issue a certificate for the approval of the value of the work done, Materials ordered, the reasonable cost of removal of Equipment and the Sub-contractor's costs of protecting and securing the Works, less advance payments made up to the date of the certificate.

22. Tools, Plant & Equipment

- 22.1 The Sub-contractor shall ensure that all equipment's are mechanically fit for purpose, correctly maintained in accordance with the manufacturer's instruction manual and roadworthy in accordance with Ghana DVLA requirements.
- 22.2 The Sub-contractor shall undertake repairs or replace any damaged or non-functioning equipment within three (3) hours to one (1) day of the fault developing.
- 23.3 The Sub-contractor shall ensure that the operators of the equipment are duly licenced and insured to operate such equipment in accordance with all relevant laws/act of Ghana.
- 24.4 The Sub-contractor shall provide all Tools/Plants & Equipment needed/necessary for works unless otherwise agreed to be provided by Contractor (terms and conditions to be agreed with Site Manager).



NMS Infrastructure Limited

116 Yiyiwa Drive, Abelemkpe, Accra, PO Box KD 816, Accra, GHANA
Company Registration number: ET0022022013



25. Feeding & Accommodation

- 25.1 The Sub-contractor shall provide at least one (1) meal a day for his Team unless otherwise agreed to be provided by Contractor (terms and conditions to be agreed with Site Manager).
- 25.2 Site accommodation: Contractor will grant the Sub-contractor access to the site and allocate a place for the safe storage of Tools/Plants & Equipment's.
- 25.3 The Sub-contractor shall be responsible for the accommodation of his Team off site, unless otherwise agreed to be provided by Contractor (terms and conditions to be agreed with Site Manager).
- 25.4 Sub-contractor shall also comply fully with all Contractor House and HSE rules for any accommodation provided by the Contractor.



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SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall amend and take precedence over the General Conditions of Contract.

A. General	
	The Defects Liability Period is six (6) months.
	The End-User is Contractor
	The Engineer/Site Manager/Construction Director is any representative appointed by the Contractor
	The Required Completion Date for the whole of the Works is a. Phase I – Internal roads Completion date: March 11, 2016 b. Phase II – Access roads Completion date: March 21, 2016
	The Site is located at Dodowa
	The Contract sum is deemed to include Sub-contractors Preliminary Items which includes but not limited to works men PPE's, Accommodation, Feeding and Tools & Equipment to undertake the works.
	The Start Date shall be: a. Phase I – Internal roads Commencement date: Feb 25, 2016 b. Phase II – Access roads Commencement date: March 11, 2016
	The Works consist of but not limited to: <ul style="list-style-type: none">• Surface preparation for road works• Primer seal and seal of road surface
	The following documents also form part of the Contract: a) Works Contract b) Sub-contractor's offer/Schedule of rates c) Special Contract Conditions d) General Contract Conditions



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	The language of the contract is English . The law that applies to the Contract is the law of Ghana.
	Site Investigation Reports are not required
	The Programme of works to be forwarded to the Site Manager within 4 days of contract placement
	Contractor shall give the Sub-contractor possession of the Site immediately after contract placement.
	This is a Lump Sum Fixed Contract
	All payments and deductions shall be in US Dollars (US\$) .
	5% With Holding Tax deductions shall apply to Non-Exempt Suppliers/Sub-contractors.
	The Sub-contractors nominated bank's detail is as follows: Account Name: Account Number (US\$) Bank: Branch: Swift Code:
	The rate for liquidated damages is [0.5 %] of the value of the final Contract Price per week of delay. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
	The Advance Payments shall be: US\$84,811.92 and shall be paid to the Sub-contractor no later than fourteen (14) working days after contract signature and submission of an acceptable advance payment bond from Star Assurance in the recommended wording set out in the Contract
	The percentage to apply to the value of the work NOT completed, representing Contractor's additional cost for completing the Works, is 10%
	The place of arbitration shall be Accra, Ghana.



NMSI 1532: Start-up Checklist

Date:

Subcontractor:

Work Package:

Item

Assessment Details and any
Agreed Remedial Actions
(Including Numerical
Parameters)

Agreed
Action
Dates

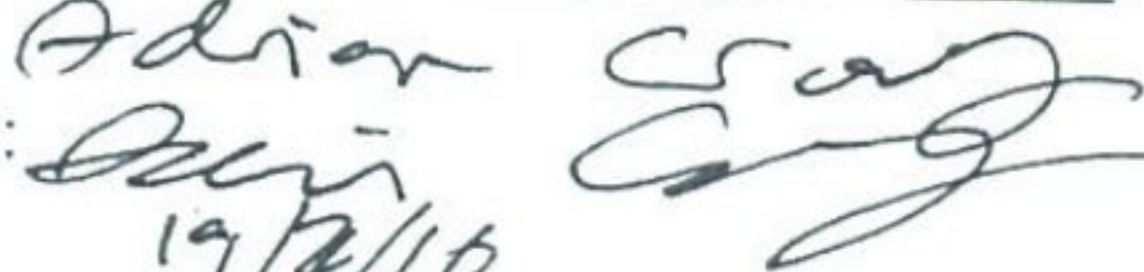
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[1-3]

- 1 Subcontractor commits to obey and adhere to all site safety rules and precautions and take reasonable care of his/her own health and safety and that of others.
- 2 Subcontractor possesses up-to-date insurance cover for equipment and personnel during the duration of the work.
- 3 Subcontractor confirms that he has submitted Risk Assessments/ Method statements covering the work package.
- 4 Subcontractor commits to provide full time supervision for each work location by supervisors who possess an accredited competency
- 5 Subcontractor confirms that the appropriate protective equipment and gear are provided for personnel for duration of the works.
- 6
- 7 Subcontractor confirms that personnel possess a verified competency for the works to be carried out. Where personnel are professional drivers, they are over the age of 21 and have more than 2 years driving experience.
- 8 Subcontractor confirms that all
 - tools
 - plants
 - equipment
 - vehicles
 on the contract have been inspected and have been issued with a valid inspection certificate. For vehicles this means there are no defects to safety critical items (such as seatbelts, tyres, brakes, steering)
 Subcontractor has notified Contractor of all personnel employed on the work and will not employ any Sub-subcontractors without express approval of the Contractor
- 9 Subcontractor has attended Site Safety Induction and provided documentary evidence to that effect.

Notes:

- [1]: Not compliant and no remedial plan in place
- [2]: Remedial plan in progress and partially compliant
- [3]: Substantially compliant

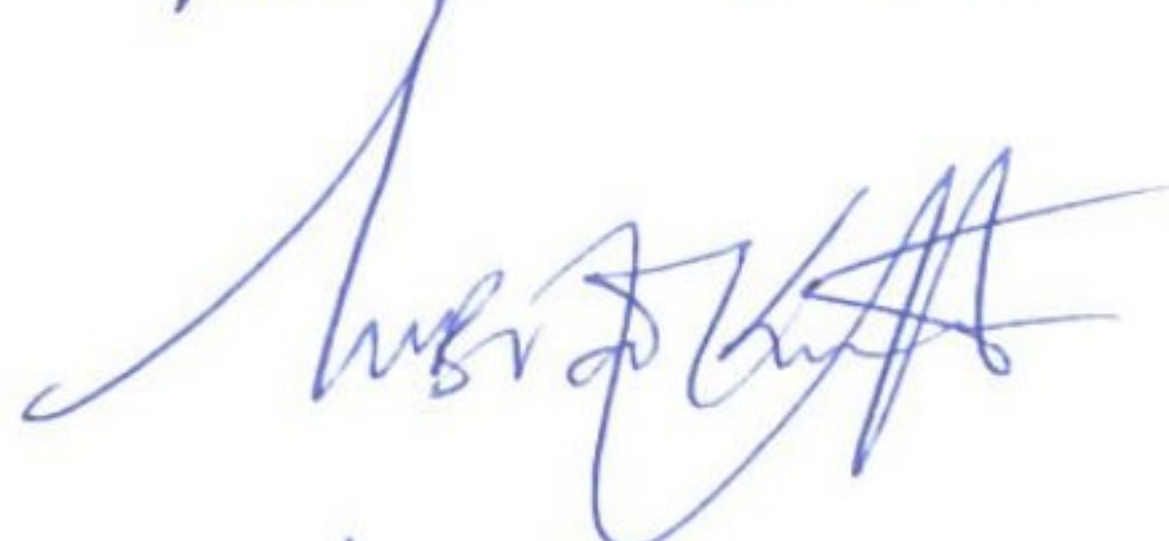
Confirmed by Subcontractor Representative:

Name: Adrian Gray
Signature: 
Date: 19/2/16

Endorsed by NMSI Team Representative:

Name:
Signature
Date:

ASARE BROOKMAN DASIE



22/02/16





NEW DIMENSION HOUSE
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BOLTON BL2 2HH

Telephone: +44(0) 1204 387244
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Ref: BMR/3783(A3)

4 November 2014

A.M.S. & Sons Ltd
Adum-Kumasi
P.O. Box KS14106

17-18 HAYWARDS PLACE
LONDON EC1R 0EQ

Telephone: +44(0) 20 7490 3950
Facsimile: +44(0) 20 7490 3949

www.deaconandjones.com

For the attention of: Asare Brookman Dadzie

Dear Sirs

**1532: GHANA DISTRICT HOSPITALS
KUMAWU – Enabling Works: Work Package EW3 - Earthworks
LETTER OF AWARD**

On behalf of our Client NMS Infrastructure Limited (the Contractor), we are pleased to inform you that your tender submission for the above project works has been successful.

The Award is subject to the following conditions:-

1. Work Details

The details of the Works are described in the following documents:

1.1 Deacon and Jones LLP – Invitation to Tender dated 15 October 2014.

2. Contract Sum

The price for the Works shall be in the amount of **US\$ 356,855.52** (Three hundred and fifty six thousand, eight hundred and fifty five dollars, 52 cents only). The price is deemed to include the costs of all works necessary for the timely and satisfactory completion of the Works in its entirety.

3. Commencement and Completion Dates

Possession of the Site for commencement of the Works shall be Monday 10th November; this date will also be the Commencement Date of the Contract.

The whole of the Works shall be completed within 7 weeks (49 calendar days) from the Commencement Date.

4. Contract Documents

The following letters and documents shall constitute integral parts of the Contract hereby awarded:

4.1 Schedule of Works:-

4.1.1 A.M.S. & Sons Ltd Tender Submission – 1532: Ghana District Hospitals / Enabling Works Package EW3 / Kumawu / Specification & Schedule of Works dated 22 October 2014.

4.1.2 Campbell Reith Drawings:

11749-	C020	T1	Formation Level Location Layout
	C021	T2	Formation Levels Layout Masterplan
	C022	T1	Formation Levels Layout - Sheet 1 of 5
	C023	T1	Formation Levels Layout - Sheet 2 of 5
	C024	T1	Formation Levels Layout - Sheet 3 of 5
	C025	T1	Formation Levels Layout - Sheet 4 of 5
	C031	T2	Formation Level Sections
	C600	D1	Topographic Survey Sheet 1 of 3
	C601	D1	Topographic Survey Sheet 2 of 3
	C603	D1	Topographic Survey Sheet 3 of 3

4.1.3 Campbell Reith - Groundworks Specification Ref MMmm 11749-02091; Rev T1 dated 03/10/14.

4.1.4 A.M.S. Sons Ltd Method Statement titled 'Method Statements for Cut and Fill – Sekyere – Kumawu – Afram Plains Hospital Site' (subject to review and final approval by the Contractor).

4.1.5 A.M.S. & Sons Ltd Programme of Works as included within the aforementioned Tender Submission referred to at Item 4.1.1.

4.2 The Contract Sum is based on the A.M.S. & Sons Limited Tender Submission of 1532: Ghana District Hospitals / Enabling Works Package EW3 / Kumawu / Specification & Schedule of Works dated 22 October 2014, attached for reference.

4.3 A.M.S. & Sons Limited letter and appendix of Subcontractors offer dated 22/10/14.

4.4 The terms and conditions stated in this letter shall prevail in the event of any inconsistency between the terms and conditions stated in the earlier letters and documents identified above.

5. Contract Conditions

5.1 Sub-Contractor's obligations

5.1.1

The Sub-Contractor shall organize, carry out and complete the Works diligently and in a good and workmanlike manner, in accordance with the Work Details and the provisions of this Letter of Award. The Sub-Contractor shall complete the Works using reasonable skill and care including the selection of any specifications for the materials and goods and workmanship to be used in the Works so far as not stated in the Work Details.

5.1.2

The Sub-Contractor shall comply with any and all statutory requirements applicable to the Works and shall also comply with any Contractor Instruction in respect of the working hours, control of air, noise, waste-water and waste, delivery of materials and goods etc.

5.2 Payment

5.2.1

The Contractor shall pay the Sub-Contractor in accordance with clauses 5.2.2 and 5.2.3 shown below when the Works are completed.

5.2.2

The Contractor shall pay the Sub-Contractor an Advance Mobilisation Payment in the sum of \$25,000.00 subject to the Sub-Contractor providing an acceptable bank guarantee from a recognised and reputable Ghanaian Financial Institution.

The next payment due will be made two weeks after the Date of Commencement of the works on the 24th November. The amount deemed to be due will be subject to an on site valuation of works completed. The Sub-Contractor shall raise an Application for Payment in advance of the payment due date to Deacon and Jones LLP, who will issue a Valuation Interim Certificate to the Sub-Contractor and Contractor for the amount deemed to be due. The Sub-Contractor will then raise an invoice in accordance with the Interim Certificate to the Contractor who will process the payment.

Thereafter the Sub-Contractor shall raise an Application for Payment to Deacon and Jones LLP upon completion of the works. Deacon and Jones LLP will issue a Valuation Interim Certificate for the amount deemed due. The Sub-Contractor will then raise an invoice in accordance with the Interim Certificate to the Contractor. The whole of works shall be considered as being properly completed only when the works are free from any obvious defects.

5.2.3

The Contractor shall pay the invoice raised upon completion of the works within 14 days after receiving the invoice from the Sub-Contractor.

I, **Asare Brookman Dadzie** in the capacity of **Managing Director** duly authorised to sign for and on behalf **A.M.S. & Sons Limited** hereby confirm acceptance of the terms and conditions stipulated in this letter.

Signature and Stamp of Sub-Contractor

Date _____

The acknowledgement of receipt of the Letter of Award is to be returned to Deacon and Jones within one working day of the date of this letter. This can be done by email to ben.robinson@deaconandjones.com & mark.lamoury@deaconandjones.com.

Yours faithfully

Deacon and Jones

DEACON AND JONES LLP

cc: James Dunning NMSI

NMS Infrastructure Limited

116 Yiyiwa Drive, Abelemkpe, Accra, PO Box KD 816, Accra, GHANA
Company Registration number: ET0022022013



CONTRACT BETWEEN

NMS INFRASTRUCTURE LIMITED

AND

A.M.S. & SONS

FEBRUARY, 2016



Tel: +44-1536-762528 Fax: +44-1536-763835 E-mail: group@nmsigrp.com Web: www.nmsigrp.com

Company Registration in England 5824277

A member of the NMS International Group of Companies



NMS Infrastructure Limited

116 Yiyiwa Drive, Abelemkpe, Accra, PO Box KD 816, Accra, GHANA
Company Registration number: ET0022022013



CONTRACT

THIS CONTRACT ("Contract") is entered into this day of **19th February**, 2016 by and between **NMS INFRASTRUCTURE LIMITED**, having its registered office located at **No. 116 YIYIWA DRIVE, ABELINKPE, P. O. BOX KD 816, KANDA – ACCRA, GHANA** (hereinafter called "the Contractor") of the one part and **A.M.S. & SONS LTD**, having its registered office at **P. O. BOX KS 14106, ADUM - KUMASI** (hereinafter called "the Sub-contractor") of the other part.

WHEREAS

The Contractor received the Sub-contractor's bid/quotation in respect of the performance of **ROAD SURFACE DRESSING – PRIMER SEAL AND SEAL WORKS AT NMS INFRASTRUCTURE LIMITED SITE AT DODOWA** (hereinafter called "the Works") for the benefit of **NMS INFRASTRUCTURE LIMITED**.

The Contractor has accepted the offer by the Sub-contractor for the performance of the Works and the remedying of defects therein in the sum of **US\$282,706.40 (Two Hundred and Eighty Two Thousand, Seven Hundred and Six US Dollars, Forty Cents)** hereinafter called the "Contract Price"

NOW IS HEREBY AGREED AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Contract Conditions referred to
2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract. Whenever there is a conflict the provisions of the Special Conditions shall prevail over those in the General Conditions.
 - a. This Form of Contract and the Appendices attached to it
 - b. The Sub-contractor's Bid
 - c. Special Contract Conditions
 - d. Schedule of Activities
3. Payment will be made in accordance with the schedule below subject to satisfactory completion of the Sub-contractor's contractual obligations as detailed in the Contract
 - Advance payment – 30% of the contract sum representing **US\$84,811.92 (Eighty Four Thousand, Eight Hundred and Eleven US Dollars, Ninety Two Cents)** subject to the Sub-contractor providing an acceptable advance payment bond from Star Assurance

NMS Infrastructure Limited

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- in the recommended wording set out in the Contract.
- Valuation of works and payment shall be on monthly basis. This evaluation will commence on the 20th of each month and payment made within 20 days of submission of invoice (unless otherwise determined and agreed with Contractor's Construction Director/Senior Commercial Manager)
 - Retention of 5%** of the total value of works certified shall be withheld and paid **Six (6) months** after practical completion of works, subject to the Contractors Construction Director / Senior Commercial Manager's approval.

IN WITNESS whereof, the parties hereto set their hands the day and the year first written above.

For and on behalf of

CONTRACTOR

Name: John Crowley
Designation: Senior Commercial Manager
Signature: [Signature]

Witnessed by:

Name: John Yaw-Agyem
Designation: Head of QS
Signature: [Signature]

A.M.S. & SONS LTD

Name: ASARE BROOKMAN DADZIE
Designation: MANAGING DIRECTOR
Signature: [Signature]

Witnessed by:

Name: SAMUEL AMPAH
Designation: Q.S
Signature: [Signature]



NMS Infrastructure Limited

116 Yiyiwa Drive, Abelemkpe, Accra, PO Box KD 816, Accra, GHANA
Company Registration number: ET0022022013



18th February, 2016

THE MANAGING DIRECTOR
A.M.S. & SONS LTD
P. O. BOX KS14106
ADUM - KUMASI

ATTN: MR. ASARE BROOKMAN DADZIE

Dear Sir,

ROAD SURFACE DRESSING – PRIMER SEAL AND SEAL WORKS AT DODOWA

ACCEPTANCE LETTER

Reference your tender bid submitted on February 2, 2016 for the subject project at NMS site at Dodowa.

We have the pleasure to inform you that we have accepted the amount of **Two Hundred and Eighty Two Thousand, Seven Hundred and Six US Dollars, Forty Cents (US\$282,706.40)**.

The following shall be the commencement and completion dates for the works:

a. Phase I – Internal roads

Commencement date: Feb 25, 2016 ✓
Completion date: March 11, 2016

b. Phase II – Access roads

Commencement date: March 11, 2016
Completion date: March 21, 2016

Scope of works include but not limited to:

- Surface preparation for road works
- Primer seal and seal of road surface

Kindly note that time, quality and cost are of essence to this project.

Yours faithfully,

ADRIAN CROWLEY
(SENIOR COMMERCIAL MANAGER)
CC:CONTRACTORS SITE MANAGER - DODOWA



CONDITIONS OF CONTRACT

Definition of Terms

1. The terms herein below set forth wherever used in this Schedule of Conditions of Contract or in the Bills of Quantities hereto annexed shall have the meanings set forth severally against them.
 - (a) "Contractor" means **NMS INFRASTRUCTURE LIMITED**
 - (b) "Sub-contractor" means the person or persons, partnership, firm or Company who has or have signed this contract and includes his or their heirs, executors, assigns, successors and duly appointed representatives.
 - (c) "Consultant" means the Company or any such other person appointed by him from time to time and notified in writing to the Sub-contractor to act in that capacity or under him as his appointed representative to exercise any of his functions under the provisions of the Contract.
 - (d) "The Supervising Officer" means any resident engineer or Consultant or clerk of works or works superintendent appointed from time to time by the Contractor or by the Consultant to watch and supervise the execution, completion and maintenance of the Works and to test and examine any materials to be used or workmanship employed in connection with the Works.
 - (e) "Works" shall mean all or any portion of the work, materials and articles to be used in the execution of this Contract.
 - (f) "Site" means the land set apart and made available to the Sub-contractor by the Contractor upon which the Works under this Contract are to be executed.
 - (g) "Drawings" means the drawings referred to and enumerated in the Schedule of Drawings included in the Appendix to this Document and all supplementary drawings which the Consultant may from time to time issue to the Sub-contractor.
 - (h) "Extra Work" means any work not included in this Contract as shown in the Drawings or described in the Bills of Quantities or reasonably to be implied therefrom which the Consultant may direct the Sub-contractor to execute during the performance of this Contract.
 - (i) "Approved" means approved in writing by the Consultant.
 - (j) "Directed" means directed in writing by the Consultant.



1. Scope of the subcontract works

- 1.1 The Contractor sub-contracts to the Sub-Contractor who in consideration of the price referred to in the contract hereof undertakes to execute the Sub-Contract Works together with all labour, materials, construction plant, temporary works and everything whether of a permanent or temporary nature required for the Sub-Contract Works, the scope of the Sub-Contract Works is described more fully in the attached Bills of Quantities and scope of works.
- 1.2 The Works are to be carried out to the full satisfaction of the Contractor, and in accordance with the Contractors' programme of works. All works must conform to the standards and specifications set out in the working drawings.

2. Sub-contract documents

- 2.1 The various documents for this Sub-Contract shall be read as a whole and should the Sub-contractor discover any errors or conflicts, he shall be obliged to propose correction or amendment thereof to the Contractor and to seek the written instructions of the Contractor for the resolution of any doubt. The Sub-Contractor shall at his own expense rectify any of the Sub-Contract Works required by the Contractor to be rectified due to any doubts, ambiguities or errors in or between any of the Sub-Contract Documents.
- 2.2 The Sub-contractor shall be and remain entirely responsible for all design plans, drawings and documentation necessary for the Works provided by him or by others on his instructions whether or not approved by the Contractor. The Sub-contractor shall check the drawings and plans supplied to him by the Contractor and/or the Employer or his representative to ensure that the design and specifications satisfy the requirements of the Sub-Contract Works.

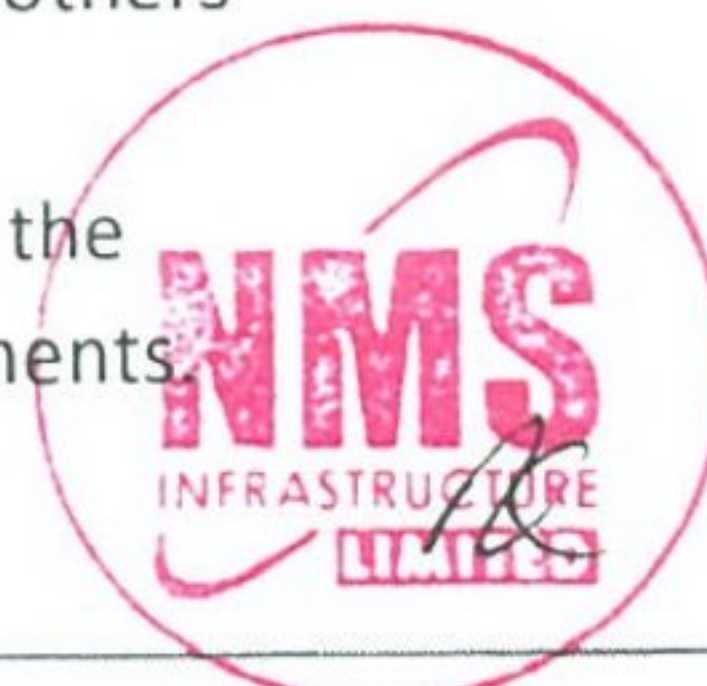
3. Liability of the Sub-contractor

- 3.1 The Sub-contractor agrees:
 - (a) to execute the Sub-contract works in accordance with the verbal directions and programme defined in this Sub-contract.
 - (b) to indemnify and save harmless the Contractor against any or all of the following:
 1. any breach, non-observance or non-performance of the said provisions;
 2. any acts or omissions of the Sub-contractor, his servants or agents which will or may involve the Contractor in any liability against third parties; and
 3. any damage, loss or expense due to or resulting from any negligence or breach of duty on the part of the Sub-contractor, his servants or agents.
 - (c) to perform and complete the sub-contract works as per this sub-contract agreement with the Contractor.
- 3.2 Should the Sub-contractor fail to execute the sub-contract works properly, use sub-standard or unacceptable equipment, fail to complete the works in time or refuses to adhere to the instructions of the Contractor's representative, the Contractor may, upon his discretion and



without releasing the Sub-contractor from any of his contractual obligations, repair and carry out such faulty or delayed sub-contract works and may use for this purpose any of the Sub-contractor's plant, equipment or material brought to or intended to be brought to the site. All damages and expenses incurred by the Contractor in the aforementioned case will be charged to the Sub-contractor without prejudice to any other rights which the Contractor may exercise against the Sub-contractor.

- 3.3 The Sub-contractor shall carry out the sub-contract works in such a manner that the works of the Contractor or other Sub-contractors are not disturbed and vice versa.
- 3.4 The Contractor's representative shall have the same powers same as that of the Employer's representative as provided for in the Main Contract. The Sub-Contractor agrees to perform, conform and abide by all instructions and decisions issued by the Contractor to the same extent that Contractor would be bound under the Main Contract, including all variations / change orders which shall be treated under the terms of the Main Contract unless otherwise indicated hereto.
- 3.5 The Sub-contractor hereby acknowledges that any breach by him of the subcontract may result in the Contractor's committing breaches of and becoming liable in damages under the Main Contract and other contracts made by him in connection with the Main Works and may occasion further loss or expense to the Contractor in connection with the Main Works and all such damages, loss and expense are hereby agreed to be within the contemplation of the Parties as being probable result of any such breach by the Sub-contractor.
- 3.6 The Sub-contractor is solely responsible towards his employee for payment, at his own cost and expense, all salaries, wages, social security dues, end of service indemnities, annual leaves and any other benefits due to his employees in accordance with the labour law of or any other country in which the employee may be legally entitled to additional benefits.
- 3.7 The Sub-Contractor shall not communicate directly with the Employer and/or his representative on any matters relating to the sub-contract and/or the Works, and any instruction given directly by the Employer to the Sub-Contractor which may involve some additional work or any other changes, must be confirmed in writing by Contractor, otherwise Sub-contractor shall not be entitled to any compensation or extension of time for such additional work or change.
- 3.8 The Sub-Contractor shall not assign or sublet any part of the Sub-Contract Works to others without prior approval of the Contractor. The Contractor's approval of assigning or subletting any such part shall not relieve the Sub-Contractor of his responsibility for the performance of the Sub-Contract Works as called for under the Sub-Contract Documents.



The Contractor has the right to withhold approval to assign or sublet without expressing any reason therefore.

3.9 The Sub-contractor undertakes to conform strictly with all regulations, tender rules, labour regulations, safety codes, police laws regulating the highway, the traffic and the fire protection of and all instructions of Contractor in respect of the compliance therewith.

3.10 The Contractor shall be entitled to deduct from or set off against any moneys due to Sub-contractor, sums the Contractor may be entitled to claim for damages or otherwise.

4. Time for completion

4.1 The Subcontract Works are to be undertaken in accordance with the Contractor's programme as summarized below:

a. Phase I – Internal roads

Commencement date: 25th February, 2016

Completion date: 11th March, 2016

b. Phase II – Access roads

Commencement date: 11th March, 2016

Completion date: 21st March, 2016

Start and finish dates are dependent on the completion of predecessor works and site instructions.

4.2 The Sub-Contractor shall commence, continue and complete the performance of the sub-contract works so as not to delay the Contractor and so as to ensure completion as directed by the Contractor. Any time specified for completion of this Sub-Contract or portions thereof is a basic provision of this Sub-Contract and no extension of time shall be permitted for any reason whatsoever save only in the case where the Employer and/or the Contractor and/or the Employer's representative shall have specifically agreed to the same. Any delay or threat of a delay will be deemed a breach of this sub-contract.

4.3 The Sub-Contractor shall promptly increase his work force, accelerate his performance, work overtime, work Fridays and holidays all without additional compensation, if, in the opinion of the contractor such work is necessary to maintain proper progress.

5. Contract Sum

5.1 The Sub-contractor undertakes to execute and complete the sub-contract in accordance with the agreed sum specified, or such other sum as they become payable under the sub-contract by reason of any authorized variations of the sub-contract works.

Any works, which are to be reimbursed on a day works basis, as agreed in writing by the Contractor, are to be in accordance with day work rates advised by the Senior Quantity Surveyor.



A 5% Withholding Tax shall be deducted on all Payments and paid to Ghana Revenue Authority as and when payments are made in respect of work executed unless Sub-contractors shows proof of exemption.

6. Terms of Payment

- 6.1 The Contractor shall make payment to the Sub-contractor of the sub-contract sum in accordance with the terms specified hereto, if and when Contractor gets paid for the same from the Employer
- 6.2 Valuation of works and payments shall be on monthly basis. The valuation will commence on the 20th of each month and payment made within 20 days of submission of invoice unless otherwise determined and agreed with Contractor's Construction Director / Senior Commercial Manager
- 6.3 **Retention of 5%** of the total value of works certified shall be withheld and paid **Six (6) months** after practical completion of works, subject to the Site Manager's /Construction Director's approval

7. Performance Guarantee and Defects Liability

- 7.1 The Sub-Contractor shall maintain the sub-contract works in perfect condition and provide repair or replacement of any defective material or workmanship during the maintenance period as specified. The Sub-contractor shall correct such defective work as covered by the Main Contract conditions promptly after receipt of a written notice from the Contractor. Funds from the Performance Guarantee / Retention shall become due to the Contractor to cover any losses experienced by the Contractor and/or the Employer through default of the terms and conditions of the sub-contract by the Sub-contractor.
- 7.2 Penalty for delay caused by the Sub-contractor is 5% of sub-contract sum for each week of delay or part thereof, with a limit of 10% of sub-contract sum. Any such penalty shall be deducted from subcontractor's payment certificates that may be issued for works completed by the subcontractor.

8. Acceptance and Final Payment

- 8.1 Acceptance by Contractor of the Sub-Contract Works shall be subject to the acceptance of the Main Works by the Employer or his representative as per the Conditions of the Main Contract. Upon issuance of the Substantial Completion Certificate for the Main Works, the Contractor shall in turn certify Substantial Completion of the Sub-Contract Works.
- 8.2 The Sub-contractor shall remain liable to the Contractor in respect of latent defects in the execution of the sub-contract works and any other matter or thing in relation to the sub-contract works for which the Contractor remains liable to the Employer under the Main Contract arising out of the sub-contract works.

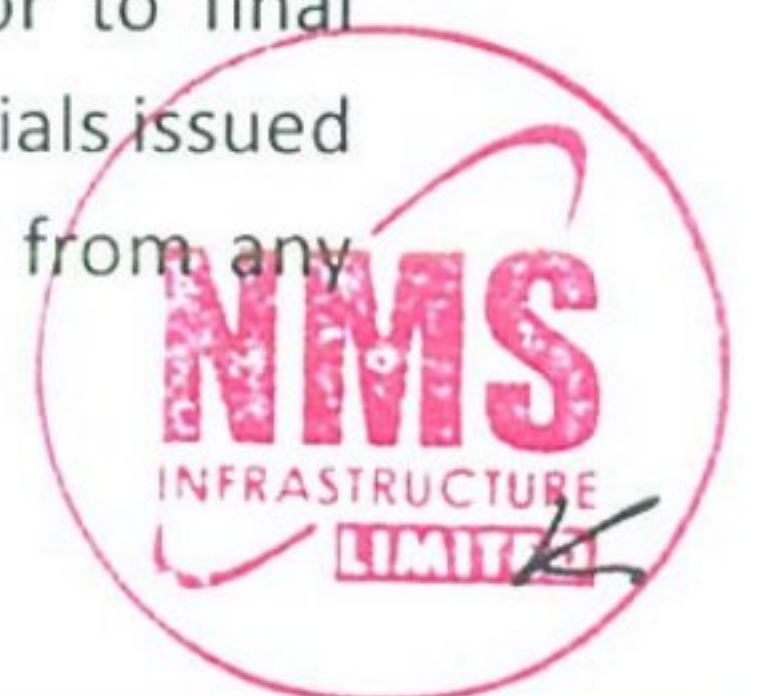


9. Insurance

- 9.1 The Subcontractor shall provide Third Party Insurance for the sub-contract works. A copy of the Sub-contractors Third Party Insurance and workman's compensation insurance shall be forwarded to the Contractor no later than 7 days after the signing of this agreement.

10. Technical Acceptance

- 10.1 The Contractor maintains the right to reject any goods, materials and workmanship or parts thereof if in his opinion, they are not conforming to the Main Contract hereof and/or the Subcontract requirements. In such a case, Sub-Contractor will at his own expense, remove and replace rejected item(s) as soon as possible.
- 10.2 All sub-contract material shall be properly stored and protected by the Sub-Contractor, at his own expense and to the satisfaction of the Contractor and the Employer and/or his representative.
- 10.3 Regardless of any site discussions or instructions during the execution of the sub-contract works, the work carried out by the Sub-contractor shall not be regarded as accepted by the Contractor until the issue of the Acceptance Certificate by the Contractor.
- 10.3 The Sub-contractor shall provide all permanent materials and consumables needed to complete the works.
- 10.4 The Subcontractor shall make judicious use of all materials supplied by the Main Contractor with special consideration being given to wastage.
- 10.5 The subcontractor has an obligation to check that the quantities stated in the Bills of Quantities are accurate and adequate to complete the works described by the drawings and also as verified on site.
- Any discrepancies noted by the subcontractor shall immediately be brought to the attention of the Contractor's Quantity Surveyor. If no such discrepancies are brought to the Contractor's attention prior to commencement of sub-contract works on site, it would be deemed that the sub-contractor agrees and accepts the accuracy of the quantities. No additional materials shall be issued to the subcontractor other than the quantities agreed, including due to allowance for wastage.
- The Subcontractor shall sign against the quantities certifying that what is being supplied is in compliance with the requirements and that any request in excess of what has been agreed shall be charged against the Sub-contractor.
- 10.6 The utilization wastage for material shall not exceed 15% of the total quantity installed. A material reconciliation shall be done by the contractor's Quantity Surveyor prior to final payment. The costs of any excess material required to complete the works, or materials issued to the subcontractor but could not be properly accounted for shall be deducted from any monies that become due for payment to the subcontractor.



- 10.7 Where the Subcontractor as agreed brings materials to site for use in the sub-contract works such materials shall comply with the specifications for this project, and only such materials as comply with proper execution of the sub-contract. The Contractor shall be the sole arbiter of the quality and suitability of materials supplied by the Sub-contractor.
- 10.8 Should the Sub-contractor employ faulty or sub-standard materials, the Sub-contractor shall be in breach of Clause 3 of this Agreement and the provisions contained in Clause 3 shall apply. Unsuitable materials may be rejected by the Contractor at any time up to the time he signs the Acceptance Certificate.

11. Health, Safety, Environmental and Security (HSE&S) Requirements

- 11.1 The Subcontractor shall comply as required with Contractor's Site Health, Safety, Environmental and Security Procedures.
- 11.2 The Subcontractor shall take sufficient and necessary precautions for the prevention of accidents and shall comply with any law, statute or regulations governing the employment of labour. The Sub-contractor shall hold the Contractor indemnified against any action on his part or that of his servants or assigns.
- 11.3 Workers employed by the Subcontractor will not be permitted on site without the minimum requirements of safety helmets, safety footwear and approved Identity Cards. These and all other safety equipment and safety wear required for particular activities of the Subcontractor's workers must be provided by the Subcontractor.

In the event of damage to any safety wear issued by the Contractor to the Sub-contractor's workmen the full replacement cost of such items shall be recovered from the Sub-contractor.

- 11.4 The Sub-contractor nominated representatives shall be responsible to contractor for the proper and timely performance, the safety and health of employees, the safety and security of the works, the preservation of the environment and the safety of property and shall be solely accountable to implement the same in accordance with the Main Contract and this article with the understanding that the most stringent conditions shall always be required and applicable.

12. Representation and Warranties

- 12.1 The Sub-contractor represents and warrants that it is technically and financially capable of carrying out such work and providing such services in accordance with the terms and conditions of this contract.

13. Confidentiality

- 13.1 All technical information provided to the Sub-Contractor and the terms of this contract shall be considered to be confidential information and the Sub-Contractor shall maintain complete confidentiality regarding the above mentioned information and shall not disclose same to a third party or use such information other than for the purposes of executing the



present contract, either during the tenure of this contract or thereafter, except with express written permission of the Main Contractor.

14. Excusable Delays and Force Majeure

- 14.1 If the performance by either party of any obligation under the Contract should be prevented or delayed by an event which is beyond the control of such party, the said party's duty to perform the obligations affected by such event shall be suspended for a period equal to the delay resulting from the occurrence of such event.
- 14.2 The events giving rise to suspension of performance and excusable delays shall include, but not be limited to riot and other civil commotion except when it is solely restricted to employees of the Sub-Contractor, acts of Government, earthquakes, floods or any natural occurrences which could not have been reasonably foreseen or protected against.

15. Settlement of Disputes

- 15.1 Any dispute or difference arising out of or in connection with or resulting from this Contract, its application or interpretation, which cannot be settled amicably between the parties, shall be referred to a mediator jointly appointed by the Contractor and Sub-contractor for settlement. In the event where the outcome of settlement by the mediator does not resolve the dispute, the dispute shall be referred to arbitration under the Alternate Dispute Resolution Act, Act 798. The decision of the arbitration shall be binding unless and until nullified by a competent court of jurisdiction in Ghana.

16. Laws and Regulations

- 16.1 The Sub-contractor shall comply with all laws and regulations valid in Ghana and with all regulations and by-laws of any Local Authority or of Public or Private Company who have any jurisdiction with regard to the Sub-contract works, and shall be solely liable for any breach thereof.
- 16.2 This Sub-contract shall be a Ghanaian contract and shall accordingly be governed and construed according to the laws in force in Ghana.
- 16.3 Any changes in applicable Ghanaian laws and regulations after the effective date of the Sub-contract which may affect the parties' rights and obligations herein shall be applied to modify this Subcontract where necessary.

17. CHARGES, DUTIES AND TAXES

- 17.1 All legal charges, duties and taxes are deemed to be included in the Sub-contractor's price and any other matter whatsoever affecting the cost of the works, unless expressly stated in this sub-contract agreement.

18. INSURANCE

- 18.1 The Sub-contractor shall provide Third Party Insurance for the Subcontract works. A copy of the Sub-contractors Third Party Insurance and workman's compensation insurance shall be forwarded to the Main Contractor no later than 7 days after the signing of this agreement.



19. Termination

19.1 The Contractor may terminate the Contract if the Sub-contractor causes a fundamental breach of the Contract.

19.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Sub-contractor stops work for 15 Days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by NMSI Site Manager/Construction Director;
- (b) the Sub-contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Contractor's Site Manager/Senior Commercial Manager/Construction Director gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Sub-contractor fails to correct it within a reasonable period of time determined by the Site Manager/Construction Dire;
- (d) the Sub-contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, **as defined in the conditions of contract;**

19.3 Notwithstanding the above, the Contractor may terminate the Contract for convenience if Sub-contractor is deemed not capable of undertaken the works after giving 14 days' notice to the Sub-contractor.

19.4 If the Contract is terminated, the Sub-contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

20. Fraud and Corruption

20.1 The Contractor determines that the Sub-contractor has been engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in executing the Contract, then Contractor may, after giving 14 days' notice to the Sub-contractor, terminate the Sub-contractor's employment under the Contract and expel him from the Site.

20.2 Should any employee of the Sub-contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the Works, then that employee shall be removed from Site.

20.3 For the purpose of this Sub-Clause:

- a. "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;



- c. "collusive practice" means an arrangement between two or more parties, with or without the knowledge of Contractor, designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party;
- (e) "Obstructive practice" is
 - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by the Contractor into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii. acts intended to materially impede the exercise of Contractor's inspection.

21. Payment upon Termination

- 21.1 If the Sub-contract is terminated because of a fundamental breach of Contract by the Sub-contractor, the Contractor shall issue a certificate for the value of the work done and Materials ordered less advance payments made up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. If the total amount due to the Contractor exceeds any payment due to the Sub-contractor, the difference shall be a debt payable to the Contractor.
- 21.2 If the Contract is terminated for Contractor's convenience, the Contractor shall issue a certificate for the approval of the value of the work done, Materials ordered, the reasonable cost of removal of Equipment and the Sub-contractor's costs of protecting and securing the Works, less advance payments made up to the date of the certificate.

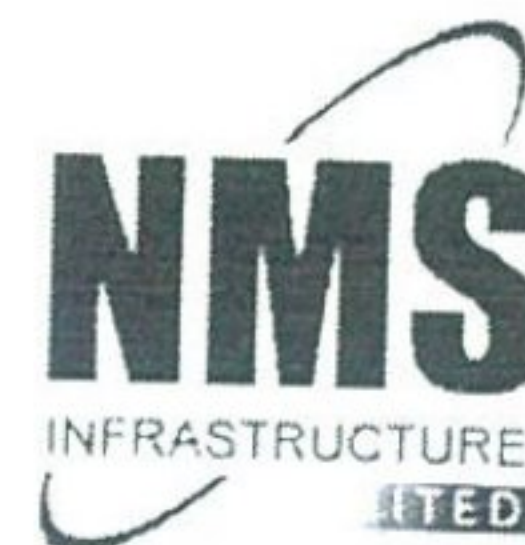
22. Tools, Plant & Equipment

- 22.1 The Sub-contractor shall ensure that all equipment's are mechanically fit for purpose, correctly maintained in accordance with the manufacturer's instruction manual and roadworthy in accordance with Ghana DVLA requirements.
- 22.2 The Sub-contractor shall undertake repairs or replace any damaged or non-functioning equipment within three (3) hours to one (1) day of the fault developing.
- 23.3 The Sub-contractor shall ensure that the operators of the equipment are duly licenced and insured to operate such equipment in accordance with all relevant laws/act of Ghana.
- 24.4 The Sub-contractor shall provide all Tools/Plants & Equipment needed/necessary for works unless otherwise agreed to be provided by Contractor (terms and conditions to be agreed with Site Manager).



NMS Infrastructure Limited

116 Yiyiwa Drive, Abelemkpe, Accra, PO Box KD 816, Accra, GHANA
Company Registration number: ET0022022013



25. Feeding & Accommodation

- 25.1 The Sub-contractor shall provide at least one (1) meal a day for his Team unless otherwise agreed to be provided by Contractor (terms and conditions to be agreed with Site Manager).
- 25.2 Site accommodation: Contractor will grant the Sub-contractor access to the site and allocate a place for the safe storage of Tools/Plants & Equipment's.
- 25.3 The Sub-contractor shall be responsible for the accommodation of his Team off site, unless otherwise agreed to be provided by Contractor (terms and conditions to be agreed with Site Manager).
- 25.4 Sub-contractor shall also comply fully with all Contractor House and HSE rules for any accommodation provided by the Contractor.



NMS Infrastructure Limited

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SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall amend and take precedence over the General Conditions of Contract.

A. General	
	The Defects Liability Period is six (6) months.
	The End-User is Contractor
	The Engineer/Site Manager/Construction Director is any representative appointed by the Contractor
	The Required Completion Date for the whole of the Works is a. Phase I – Internal roads Completion date: March 11, 2016 b. Phase II – Access roads Completion date: March 21, 2016
	The Site is located at Dodowa
	The Contract sum is deemed to include Sub-contractors Preliminary Items which includes but not limited to works men PPE's, Accommodation, Feeding and Tools & Equipment to undertake the works.
	The Start Date shall be: a. Phase I – Internal roads Commencement date: Feb 25, 2016 b. Phase II – Access roads Commencement date: March 11, 2016
	The Works consist of but not limited to: <ul style="list-style-type: none">• Surface preparation for road works• Primer seal and seal of road surface
	The following documents also form part of the Contract: a) Works Contract b) Sub-contractor's offer/Schedule of rates c) Special Contract Conditions d) General Contract Conditions



NMS Infrastructure Limited

116 Yiyiwa Drive, Abelemkpe, Accra, PO Box KD 816, Accra, GHANA
Company Registration number: ET0022022013



	The language of the contract is English . The law that applies to the Contract is the law of Ghana.
	Site Investigation Reports are not required
	The Programme of works to be forwarded to the Site Manager within 4 days of contract placement
	Contractor shall give the Sub-contractor possession of the Site immediately after contract placement.
	This is a Lump Sum Fixed Contract
	All payments and deductions shall be in US Dollars (US\$) .
	5% With Holding Tax deductions shall apply to Non-Exempt Suppliers/Sub-contractors.
	The Sub-contractors nominated bank's detail is as follows: Account Name: Account Number (US\$) Bank: Branch: Swift Code:
	The rate for liquidated damages is [0.5 %] of the value of the final Contract Price per week of delay. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
	The Advance Payments shall be: US\$84,811.92 and shall be paid to the Sub-contractor no later than fourteen (14) working days after contract signature and submission of an acceptable advance payment bond from Star Assurance in the recommended wording set out in the Contract
	The percentage to apply to the value of the work NOT completed, representing Contractor's additional cost for completing the Works, is 10%
	The place of arbitration shall be Accra, Ghana.



NMSI 1532: Start-up Checklist

Date:

Subcontractor:

Work Package:

Item

Assessment Details and any
Agreed Remedial Actions
(Including Numerical
Parameters)

Agreed
Action
Dates

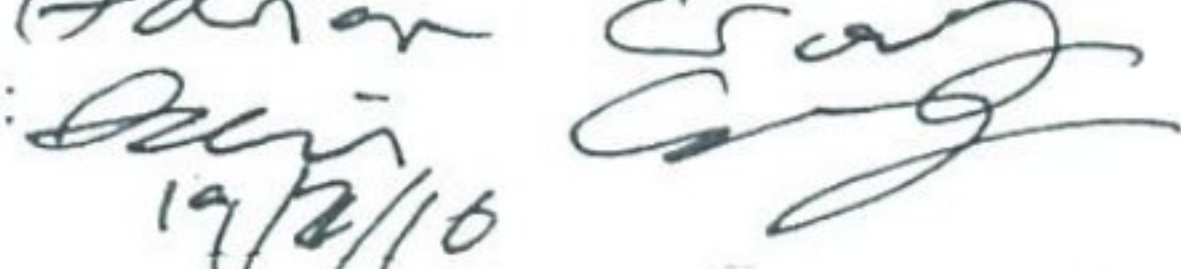
Score
[1-3]

- 1 Subcontractor commits to obey and adhere to all site safety rules and precautions and take reasonable care of his/her own health and safety and that of others.
- 2 Subcontractor possesses up-to-date insurance cover for equipment and personnel during the duration of the work.
- 3 Subcontractor confirms that he has submitted Risk Assessments/ Method statements covering the work package.
- 4 Subcontractor commits to provide full time supervision for each work location by supervisors who possess an accredited competency
- 5 Subcontractor confirms that the appropriate protective equipment and gear are provided for personnel for duration of the works.
- 6
- 7 Subcontractor confirms that personnel possess a verified competency for the works to be carried out. Where personnel are professional drivers, they are over the age of 21 and have more than 2 years driving experience.
- 8 Subcontractor confirms that all
 - tools
 - plants
 - equipment
 - vehicles
 on the contract have been inspected and have been issued with a valid inspection certificate. For vehicles this means there are no defects to safety critical items (such as seatbelts, tyres, brakes, steering)
 Subcontractor has notified Contractor of all personnel employed on the work and will not employ any Sub-subcontractors without express approval of the Contractor
- 9 Subcontractor has attended Site Safety Induction and provided documentary evidence to that effect.

Notes:

- [1]: Not compliant and no remedial plan in place
- [2]: Remedial plan in progress and partially compliant
- [3]: Substantially compliant

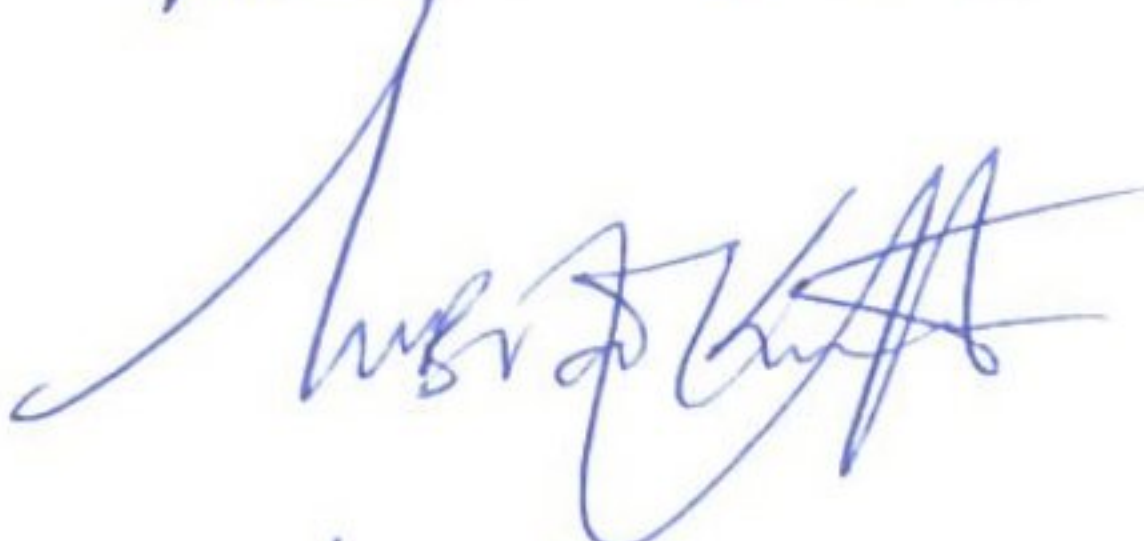
Confirmed by Subcontractor Representative:

Name: Adrian Gray
Signature: 
Date: 19/2/16

Endorsed by NMSI Team Representative:

Name:
Signature
Date:

ASARE BROOKMAN DASIE



22/02/16





SOCIAL SECURITY AND NATIONAL INSURANCE TRUST
NATIONAL PENSIONS ACT, 2008 (ACT 766)

CLEARANCE CERTIFICATE

1010458

ISSUING BRANCH OFFICE.....ADUM - KUMASI..... DATE OF ISSUE.....16TH JANUARY, 2020

NAME OF ESTABLISHMENT.....AMS AND SONS LIMITED

ER. NO.: 201502026 NATURE OF BUSINESS:.....CONSTRUCTION

BUSINESS REG. NO.: C53050172013 IRS TIN C000283294

ADDRESS: P. O. Box KS 14106, KUMASI

LOCATION OF ESTABLISHMENT: DANYAME - KUMASI

TEL NO: MOBILE PHONE NO: 0245848684
(Establishment) (Contact Person)

COVERABLE DATE: 01 - 04 - 2015

The above-named Establishment in compliance with the provisions under the NATIONAL PENSIONS ACT, 2008 (Act 766) has applied for a Clearance Certificate for the following purpose(s): TO TRANSACT

BUSINESS WITH MINISTRY OF ROADS AND HIGHWAYS

I Certify that as at 16TH JANUARY, 2020 This Establishment
(Date of Issue)

Employing TWO (2) WORKERS
has: (Number of Workers)

a. paid all Social Security Contributions (including penalties) up to: DECEMBER, 2019

b. submitted all Contribution Reports and fulfilled all other obligations under Act 766

c. made satisfactory arrangements to fulfill its obligations under Act 766

I therefore issue this certificate which expires on: 17TH FEBRUARY, 2020

(SEVENTEENTH FEBRUARY, TWO THOUSAND AND TWENTY)

for: DIRECTOR GENERAL

Ag. of ACHAMPONG (M)

SHALL be prosecuted

BRANCH MANAGER
S.S.N.I.T.

N.B: Any alteration or falsification of this documents is a crime and offender(s)

PIFR NO: 0014234

DD 15/01/2020



ORIGINAL
(For Tax Payer)



REPUBLIC OF GHANA

T19/ 0010179

**GHANA REVENUE AUTHORITY
TAX CLEARANCE CERTIFICATE**

Amount Paid (GHC)

1.00

Date

15/01/20

DD MM YY

Issuing
Office

ASOKWA STO



AHQR

Name / Address

AMS & SONS LIMITED

P.O. BOX 4913, ACCRA

Occupation

CONSTRUCTION

Year of Assessment

2020

File no.

ASO/STO/108062

TIN

00002832941

In compliance with section 14 of Revenue Administration Act, 2016 (Act 915)

AMS & SONS LIMITED

has applied to me for a Tax Clearance Certificate for the following purpose:

TO TRANSACT BUSINESS WITH MINISTRY
OF ROADS AND HIGHWAYS.

2. I confirm from the information available that:

AMS & SONS LIMITED

a) has paid his/her/its tax liabilities up to and including the 20 19 year of assessment.

b) has paid P.A.Y.E. and other withholding Taxes up to and including

NIL

c) has paid VAT and related Indirect taxes up to and including

d) has submitted all tax returns up to date.

e) has registered with the Ghana Revenue Authority. ✓

3. BELOW IS A SUMMARY OF HIS / HER / ITS TAX POSITION FOR THREE YEARS

YEAR OF ASSESSMENT	STATUS	CHARGEABLE INCOME	TAX CHARGED	TAX PAID	TAX OUTSTANDING
2018	(P)	8854.59	2,213.65	—	2,213.65
2019	(P)	11,510.96	2,877.74	200.00	2,677.74
2020		TAX DEPOSIT		400.00	

4. I therefore issue this certificate which is valid up to

17TH FEB, 2020

REPUBLIC OF GHANA



MINISTRY OF ROADS AND HIGHWAYS

GHANA HIGHWAY AUTHORITY

ROADLINE MARKING ON: KUMASI - MAMPONG - EJURA ROAD
(KM 36.00 – 54.00)

LOT 10

INTERIM PAYMENT CERTIFICATE No. 1

JANUARY, 2019

THE REGIONAL DIRECTOR
GHANA HIGHWAY AUTHORITY
P.O. BOX 1914
KUMASI, ASHANTI REGION

THE MANAGING DIRECTOR
M/S AMS & SONS LTD.
P.O. BOX 14106
ADUM, KUMASI

GHANA HIGHWAY AUTHORITY

(ASHANTI REGION)

In case of reply the
number and date of the
letter should be quoted

Tel No.: 0322-22066/02332/28019

Email: gha.ashanti@gmail.com

Our Ref. No. *GHA/ASH/ASS-05/08*

Your Ref. No.



REPUBLIC OF GHANA

Regional Office
P. O. Box 1914
Kumasi.

AK-037-0716
1st February, 2019

THE DY. CHIEF EXECUTIVE (MTCE)
GHANA HIGHWAY AUTHORITY
HEAD OFFICE
ACCRA

ROADLINE MARKING ON KUMASI – MAMPONG – EJURA ROAD (KM 36.00 – 54.00)

INTERIM PAYMENT CERTIFICATE NO.1

Please, find attached for your further action the Interim Payment Certificate No.1 issued on the above-mentioned project with the following details:

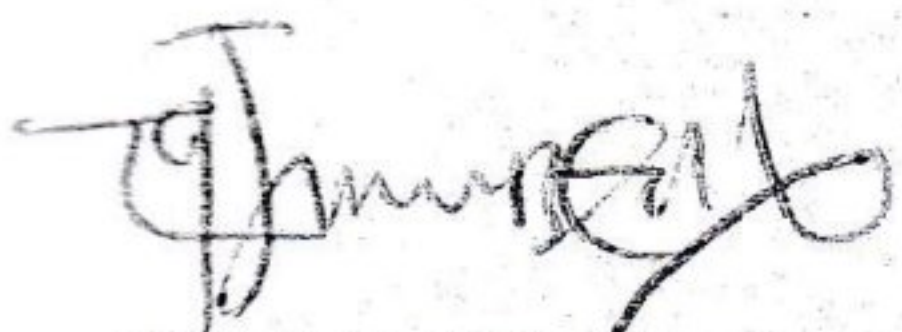
- | | |
|--|--|
| 1. CONTRACT NAME: | ROADLINE MARKING ON
KUMASI-MAMPONG-EJURA
ROAD (km 36.00 – 54.00) |
| 2. CONTRACTOR'S NAME: | M/S AMS & SONS LTD. |
| 3. CONTRACT NO: | GHA/PM/RLM/2017-2018/ASR/10 |
| 4. FUNDING: | GOG (ROAD FUND) |
| 5. INTERIM PAYMENT CERTIFICATE (IPC): NO.: 1 | |
| 6. I.P.C. VALUE: | GH¢1,008,893.76 / |
| 7. PERIOD OF WORK DONE | December, 2018 |

8. COMMENT:

The Contractor has carried out road line marking works for which payment is being sought.

Also find attached Measurement Sheets, Payment Bill No.1 and other relevant documents for your perusal.

Also find attached relevant documents for your perusal.



(EDMUND OBENG)

ROAD MAINTENANCE MANAGER

FOR: REGIONAL HIGHWAY DIRECTOR

cc:

The Director of Road Mtce;	-	GHA, Head Office, Accra
The Director of Contracts,	-	GHA, Head Office, Accra
The Director Quantity Surveying	-	GHA, Head Office, Accra
The Director of Finance,	-	GHA, Head Office, Accra
The Director of Audit,	-	GHA, Head Office, Accra
The Road Maintenance Manager,	-	GHA, Kumasi
The Reg. Quantity Surveyor	-	GHA, Kumasi
The Road Area Manager	-	GHA, Mampong

The Managing Director,

Messrs AMS & SONS LTD.

P.O. Box 14106

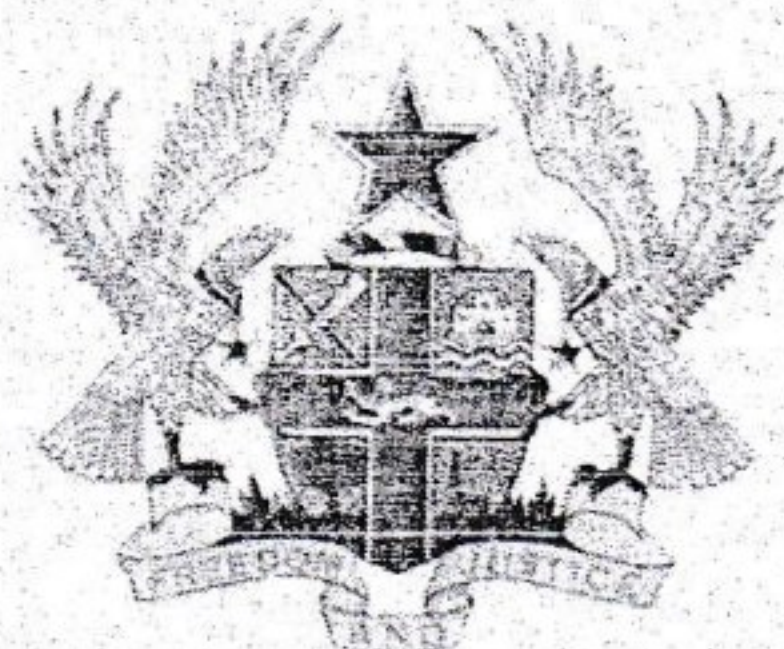
Adum-Kumasi

OFFICE OF THE ASHANTI REGIONAL CO-ORDINATING COUNCIL

Use of reply, the number and
Date of this letter should be quoted

SCR. AB 89/151/02G

REF. NO.



REPUBLIC OF GHANA

P. O. BOX 38

KUMASI - ASHANTI

TEL: 03220 - 24647 / 26261-2

FAX: 03220 - 26561 / 27768

18TH JANUARY, 2018

20.....

**THE DY. CHIEF EXECUTIVE (MTCE)
GHANA HIGHWAY AUTHORITY
HEAD OFFICE
ACCRA**

APPLICATION FOR RELEASE OF FUNDS

Please find attached Interim Payment Certificate No. 1 on **Road Line Marking on Kumasi Mampong Ejura Road (KM 36-54) – LOT 10** in the sum of **One Million, Eight Thousand, Eight Hundred and Ninety-Three Ghana Cedis, Seventy-Six Pesewas (GH¢1,008,893.76)**.

The Certificate has been endorsed for and on behalf of **M/S AMS AND SONS COMPANY LIMITED**.

I should be grateful if you could release the amount to the Contractor.

Thank you.

**(SIMON OSEI-MENSAH)
ASHANTI REGIONAL MINISTER**

**GOVERNMENT OF GHANA
GHANA HIGHWAY AUTHORITY**

INTERIM PAYMENT CERTIFICATE No. 1 DATE: 11 JANUARY, 2019
 CONTRACT: ROAD LINE MARKING ON KUMASI-MAMPONG-EJURA ROAD (KM 36 - 54) LOT 10
 CONTRACTOR: MESSRS. AMS AND SONS COMP. LIMITED
 CONTRACTOR'S ADDRESS: P O BOX KS 14106, KUMASI
 CONTRACT No.: GHA/PM/RLM/2017 - 2018/ASR/10

PAYMENT ON ACCOUNT UP TO DATE: 31ST DECEMBER, 2018
 CONTRACT SUM: 336,867.60 GH¢ 1,499,759.60

DITTO LESS CONTINGENCIES: GH¢ 348,390.00
 ESTIMATED COST OF V.O's TO DATE

V.O. No.	Omissions Cedis	V.O. No.	Additions Cedis	LESS Estimated Omissions	
Estimated Omissions		Estimated Additions		PLUS Estimated Additions	
				Estimated Total Cost of Works	

ITEM		HEAD OFFICE USE ONLY	
1. Work completed to date (see note below)			1,004,838.80
2. Material on site (see note below)			-
3. Total Value of works			1,004,838.80
4. LESS/PLUS Net amount of fluctuation from APPENDIX "A" Overleaf....			79,042.94
5. LESS retention (10% or max retention or 5% insert as applicable NOTE:- At practical completion ½ max retention ONLY to be deducted			1,083,881.74
6. Total net payments in respect of the works			74,987.98
7. PLUS total capital loan for plant, etc (if any) authorised since commencement of contract			1,008,893.76
7a. PLUS total value of interest claim on delayed payments from APPENDIX "C"			-
8. LESS total deductions (if any) as shown at APPENDIX "D" Overleaf (inclusive of all deductions made from commencement of the contract)			1,008,893.76
9. TOTAL NET AMOUNT PAYABLE TO THE CONTRACTOR			1,008,893.76
10. LESS ditto from previous certificate			-
11. AMOUNT NOW PAYABLE TO THE CONTRACTOR			1,008,893.76

TO BE COMPLETED FOR THE USE OF ACCOUNTS BRANCH			
RETENTION FUND DETAILS			
12. Total from (5) above			74,987.98
13. LESS retention from (5) on last certificate			-
14. ADDITIONAL RETENTION NOW HELD (or if (13) exceeds (12) RETENTION NOW RELEASED			74,987.98
DETAILS OF GROSS CERTIFIED VALUE			
15. Total value of works from item (3) above			1,004,838.80
16. LESS ditto from item (3) on last certificate			-
GROSS VALUE OF THIS CERTIFICATE			1,004,838.80

DISTRIBUTION	I HEREBY CERTIFY THAT	GH¢	1,008,893.76
1. Contractor	as item (11) above is now to be paid to the Contractor		
Local file (s)	Messrs: AMS AND SONS COMP. LIMITED of P.O. BOX KS 14106, ADUM-KUMASI		
Head Office file	on account/on full and final settlement for work executed and materials supplied in respect of the above contract. Payment is to be made within the period stated in the Contract Data to the Conditions of Contract.		
Accountant making payment (3 or 4 copies as required)	Signature: <u>(CHRISTIAN NTI)</u>		
Spare (to be altered and used as a draft for the next certificate)	Designation: REGIONAL HIGHWAYS DIRECTOR, ASH/R		

(P.T.O.)
 DIRECTOR OF ROAD MAINTANANCE
 GHANA HIGHWAY AUTHORITY

**GOVERNMENT OF THE REPUBLIC OF GHANA
MINISTRY OF ROADS AND HIGHWAYS
GHANA HIGHWAY AUTHORITY**



Republic of Ghana

**PERIODIC MAINTENANCE OF TRUNK ROADS
(PAVED)**

ASHANTI REGION

CONTRACT DOCUMENT

FOR

**ROAD LINE MARKING ON KUMASI – MAMPONG-EJURA
ROAD (KM 36 – 54):
LOT 10**

CONTRACT NO: GHA/PM/RLM/2017-2018/ASR/10

**THE REGIONAL HIGHWAY DIRECTOR
GHANA HIGHWAY AUTHORITY
POST OFFICE BOX 1914
KUMASI**

**THE MANAGING DIRECTOR
AMS AND SONS LIMITED
POST OFFICE BOX KS 14106,
ADUM, KUMASI**

OCTOBER, 2017

CONTRACT AGREEMENT

This Agreement, made the 29th day of Nov., 2017 between the **MINISTRY OF ROADS AND HIGHWAYS OF THE GOVERNMENT OF THE REPUBLIC OF GHANA** (hereinafter called "the Employer") of the one part and **MESSRS AMS AND SONS LIMITED of P. O. BOX KS 14106, ADUM, KUMASI.** (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous that certain works should be executed by the Contractor viz: **ROAD LINE MARKING ON KUMASI – MAMPONG - EJURA ROAD (KM 36-54), LOT 10** and has by letter of acceptance dated 9th day of October, 2017 accepted a bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:


1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as Part of this Agreement, viz:
 - (a) The Letter of Acceptance
 - (b) The said offer and Contract Data
 - (c) The Conditions of Contract
 - (d) The Technical Specifications
 - (e) The Priced Bill of Quantities and
 - (f) Supplementary Information
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 or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

SIGNED, SEALED AND DELIVERED

BY THE SAID

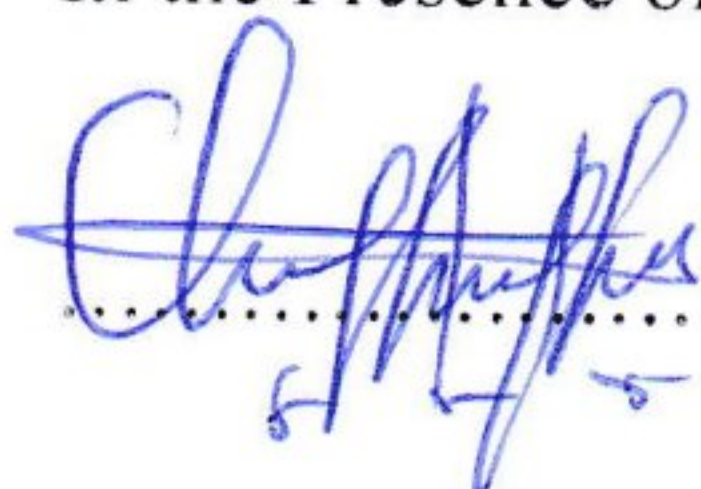
AMS AND SONS LTD.


.....
MANAGING DIRECTOR

Name: Brashman Asare Dargel

On behalf of **Messrs AMS AND SONS LIMITED**

In the Presence of:


.....

Name: Mr. Dankwa Samuel

Address:

P.O. Box 14106

Kumasi

.....

BY THE SAID **REGIONAL HIGHWAY DIRECTOR**

GHANA HIGHWAY AUTHORITY

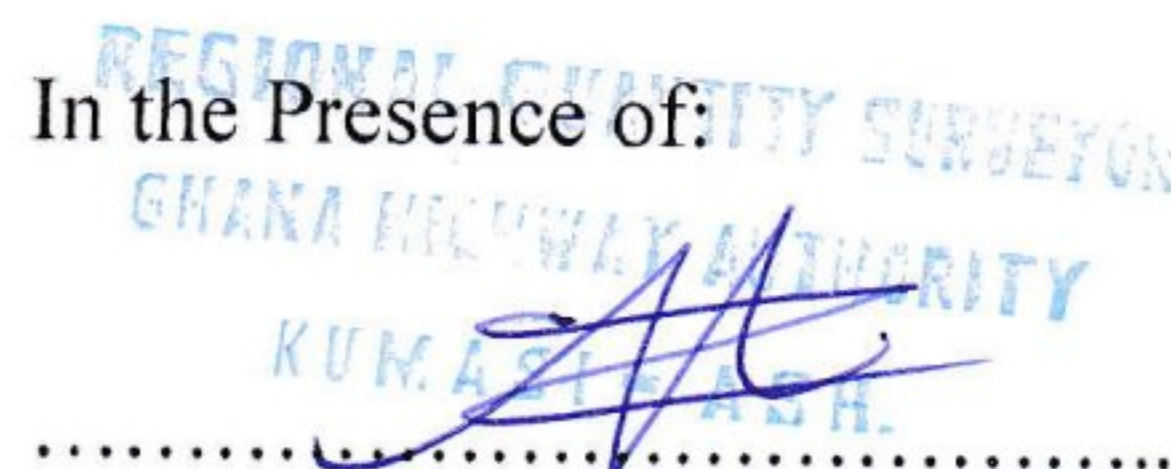
KUMASI-ASHANTI



.....

Name: **(CHRISTIAN NTI)**
REG. HIGHWAY DIRECTOR (ASR)
FOR: CHIEF EXECUTIVE (GHA)

On behalf of **MINISTRY OF ROADS AND HIGHWAYS**

In the Presence of:


.....

 Name: **ERIC ODOSU**
(MAINTENANCE MANAGER)

Address:

GHANA HIGHWAY AUTHORITY

POST OFFICE BOX, 1914

KUMASI, ASHANTI



REPUBLIC OF GHANA

**MINISTRY OF ROADS & HIGHWAYS
GHANA HIGHWAY AUTHORITY**

**2020/2021 - ROUTINE MAINTENANCE TRUNK
ROADS (PAVED)**

ASHANTI REGION

CONTRACT DOCUMENT

FOR

**POTHOLE PATCHING & SHOULDER REPAIR WORKS ON
BONWIRE JUNCTION – AIRPORT ROUNDABOUT
ROAD (KM 13.0 – 26.0), LOT 19**

CONTRACT NO.: GHA/ RTM/PHP/2020/NCT/RF/ASH/PAVED/19

THE CHIEF EXECUTIVE
GHANA HIGHWAY AUTHORITY
HEAD OFFICE
ACCRA

MESSRS AMS AND SONS LIMITED
P. O. BOX KS 14106
KUMASI

APRIL, 2020

CONTRACT AGREEMENT

This Agreement made on the 22ND day of MAY 2020; between **The Ministry of Roads & Highways of Government of the Republic of GHANA** acting through the **Ghana Highway Authority** (hereinafter called "the Employer") of the one part and **Messrs AMS and Sons Limited, P. O. Box KS 14106, Kumasi** (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous that the Contractor execute certain works viz: **Pothole Patching & Shoulder Repair Works on Bonwire Junction – Airport Roundabout Road (Km 13 - 26): Lot 19** (hereinafter called "the Works") and has by letter of acceptance dated **6th day of April 2020**, accepted a tender by the Contractor for the execution, completion of such works and remedying any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. the Letter of Acceptance
 - ii. the said Offer and Contract Data
 - iii. the Conditions of Contract
 - iv. the Technical Specifications
 - v. the Priced Bill of Quantities and
 - vi. any other Supplementary Information forming the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor 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.

Section 1: Contract Agreement

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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.

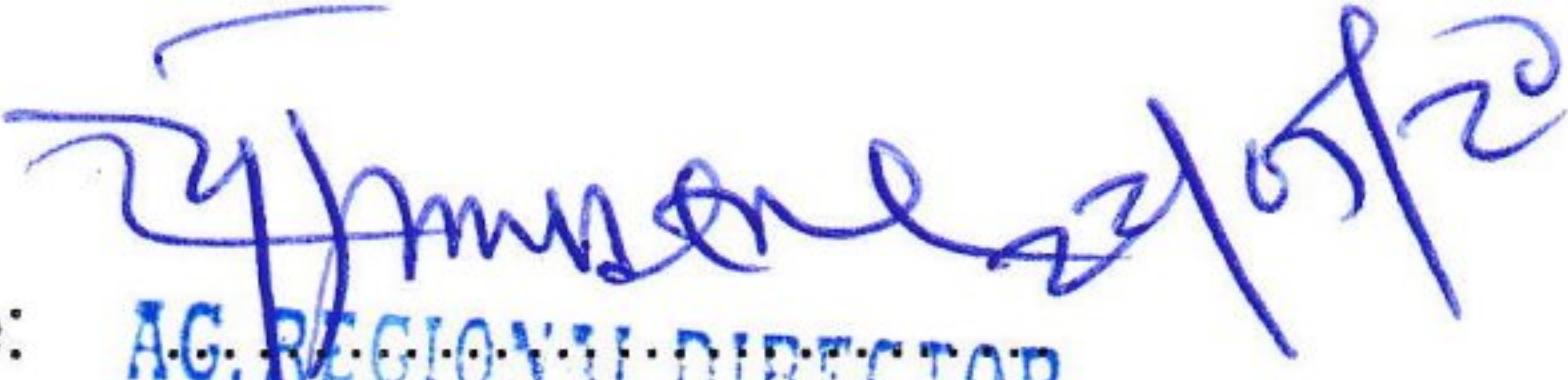
IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

For the Employer

Name: **EDMUND OBENG**


Designation: **AG. REG. H'WAY DIRECTOR (ASR)**

Signature: 
**AG. REGIONAL DIRECTOR
GHANA HIGHWAY AUTHORITY
ASHANTI REGION
KUMASI**

Witnessed by:

Name: **CLEMENT ADDA**

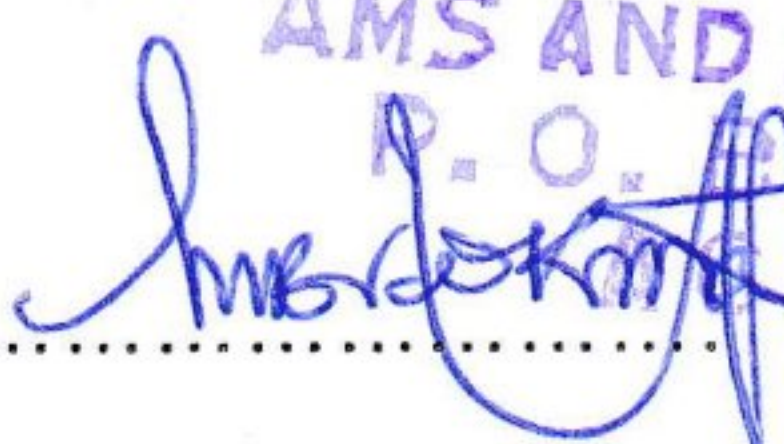
Designation: **REGIONAL QUANTITY SURVEYOR
GHANA HIGHWAY AUTHORITY
KUMASI - ASH.**

Signature: 

For the Contractor

Name: **BROOKMAN ASARE DADZIE**

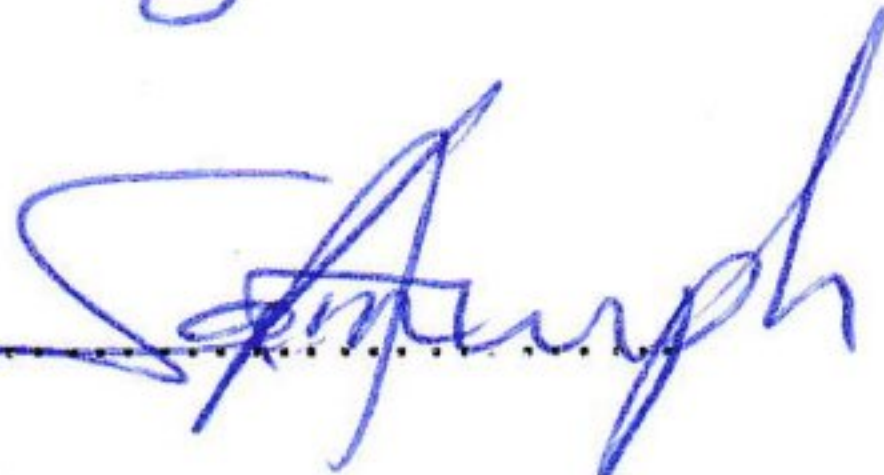
Designation: **MANAGING DIRECTOR**

Signature: 
**AMS AND SONS LTD
P.O. BOX 4913
KUMASI**

Witnessed by:

Name: **Samuel Ampah**

Designation: **Project Manager**

Signature: 



REPUBLIC OF GHANA

**MINISTRY OF ROADS & HIGHWAYS
GHANA HIGHWAY AUTHORITY**

**2020/2021 - ROUTINE MAINTENANCE TRUNK
ROADS (PAVED)**

ASHANTI REGION

CONTRACT DOCUMENT

FOR

**POTHOLE PATCHING & SHOULDER REPAIR WORKS ON
BONWIRE JUNCTION – AIRPORT ROUNDABOUT
ROAD (KM 13.0 – 26.0), LOT 19**

CONTRACT NO.: GHA/ RTM/PHP/2020/NCT/RF/ASH/PAVED/19

THE CHIEF EXECUTIVE
GHANA HIGHWAY AUTHORITY
HEAD OFFICE
ACCRA

MESSRS AMS AND SONS LIMITED
P. O. BOX KS 14106
KUMASI

APRIL, 2020

CONTRACT AGREEMENT

This Agreement made on the 22ND day of MAY 2020; between **The Ministry of Roads & Highways of Government of the Republic of GHANA** acting through the **Ghana Highway Authority** (hereinafter called "the Employer") of the one part and **Messrs AMS and Sons Limited, P. O. Box KS 14106, Kumasi** (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous that the Contractor execute certain works viz: **Pothole Patching & Shoulder Repair Works on Bonwire Junction – Airport Roundabout Road (Km 13 - 26): Lot 19** (hereinafter called "the Works") and has by letter of acceptance dated **6th day of April 2020**, accepted a tender by the Contractor for the execution, completion of such works and remedying any defects therein.

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 - iv. the Technical Specifications
 - v. the Priced Bill of Quantities and
 - vi. any other Supplementary Information forming the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor 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.

Section 1: Contract Agreement

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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.

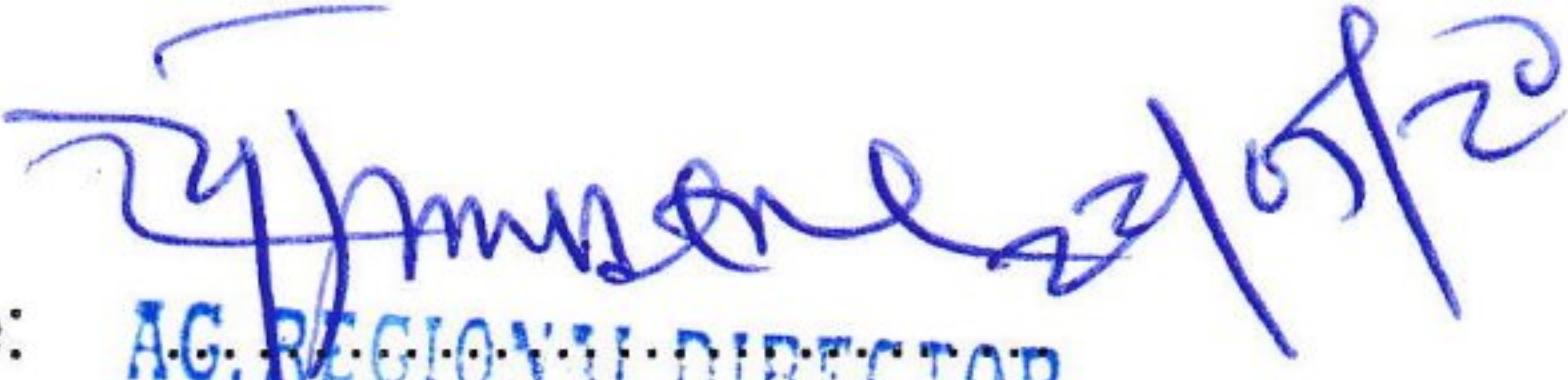
IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

For the Employer

Name: **EDMUND OBENG**


Designation: **AG. REG. H'WAY DIRECTOR (ASR)**

Signature: 
**AG. REGIONAL DIRECTOR
GHANA HIGHWAY AUTHORITY
ASHANTI REGION
KUMASI**

Witnessed by:

Name: **CLEMENT ADDA**

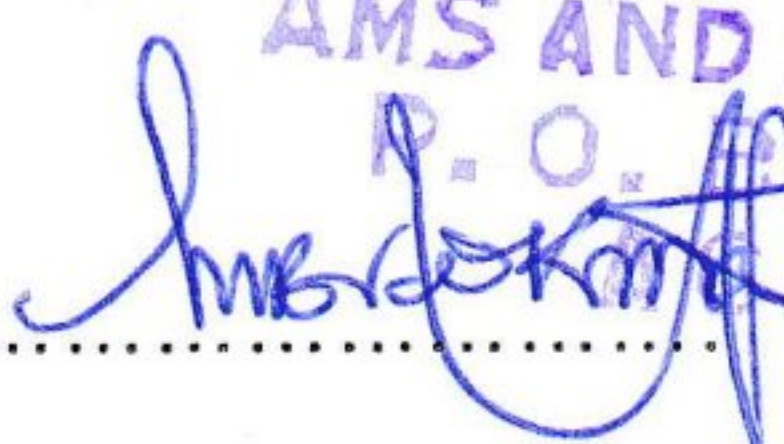
Designation: **REGIONAL QUANTITY SURVEYOR
GHANA HIGHWAY AUTHORITY
KUMASI - ASH.**

Signature: 

For the Contractor

Name: **BROOKMAN ASARE DADZIE**

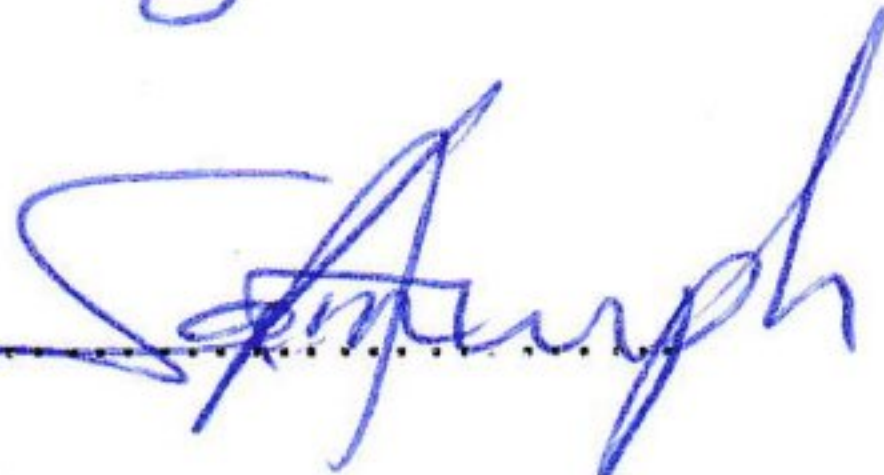
Designation: **MANAGING DIRECTOR**

Signature: 
**AMS AND SONS LTD
P.O. BOX 4913
KUMASI**

Witnessed by:

Name: **Samuel Ampah**

Designation: **Project Manager**

Signature: 

B.O.P

ASOKORE MAMPONG MUNICIPAL
ASSEMBLY

RECEIPT
TO BE HANDED TO
PAYER



14/ 9612832

Station: A.M.M.A

14-07-2020

GH¢ 600.00 Gp

*Cheque No.
Money/Postal order No. }

Received from: AMS and Son's Limited
the sum of Six Hundred Ghana
Cedis

Ghana Cedis and Ghana pesewas on account of
Being payment for business
operating permit
2020.

*Delete where inapplicable

Signed: [Signature]



17635696

OFFICIAL RECEIPT

RECEIPT
DATE

14/07/2020

RECEIPT
NUMBER

40120200700950

12:42:42

Received from:

AMS AND SONS LIMITED (201502026)

the sum of:

ONE HUNDRED AND SEVENTY TWO CEDIS , THIRTY TWO PESEWAS ONLY

GH¢ 172.32

on account of:

CR/ARRS (172.32)

AMS AND SONS LIMITED (201502026)

Employer / SS / Staff No:

by Cash/Cheque No:

401 - ADUM BRANCH

Station:

Cashier: OOPPONG

FORM SS II

THANK YOU. PLEASE RETURN TO THE DIRECTOR GENERAL



SS-3A

4012020071460200



SOCIAL SECURITY AND NATIONAL INSURANCE TRUST
PAYMENT OF MANDATORY CONTRIBUTION PURSUANT TO SECTION 63 OF ACT 766
CONTRIBUTION PAYMENT ADVICE

ERNO: 201502026

SCHEME TYPE: Tier 1

Printed on 14/07/2020

EMPLOYER NAME: AMS AND SONS LIMITED

POSTAL ADDRESS: GP 4913 AMS AND SONS LIMITED ACCRA

TEL NO:

MOB NO: 0245848684

FAX:

E-MAIL: ASABROOK@GMAIL.COM

OFFICE OF PAYMENT: ADUM

SOCIAL SECURITY CONTRIBUTION INFORMATION	AMOUNT GH¢
Contribution Balance as at July 2020	1,093.12
Penalty on Unpaid and Delayed Contributions as at 14/07/2020	0.00

PERIOD/REF NO.	PAYMENT TYPE	STAFF CATEGORY	NO. OF WORKERS	AMOUNT GH¢
June, 2020	Normal	ALL	2	86.16
July, 2020	Normal	ALL	2	86.16
Penalty				0.00
Total				172.32

MODE OF PAYMENT

- ☐ Cash
☐ Cheque
☐ Bank Advice
☐ E-Zwich

PAYMENT DETAILS

Cheque/Bank Advice No

Cheque/Bank Advice Date.....

Bank Name

Bank Branch

Total Amount in words : ONE HUNDRED AND SEVENTY TWO CEDIS , THIRTY TWO PESEWAS ONLY

DATE: 14-07-2020

SIGNATURE & STAMP OF
EMPLOYER.....



PRE-PRINTED CONTRIBUTION
FOR THE FIRST
JAN. - MAR

Date : 14/07/2020

=====

Branch : ADUM BRANCH

EMPLOYER : 201502026 - AI

Group : ACT766

S/N	Corrected SS.NO.	SSNO/REFNO.	Worker's Name	Last Known Salary (GH Cedis)	Last Known Contribution (GH Cedis)
1		E079310250087	SARFOA, SARAH	319.14	43.08
2		F018106010073	DADZIE, ASARE	319.14	43.08
TOTAL (ACT766)				638.28	86.16
GRAND SALARY TOTAL:				638.28	
GRAND CONTRIBUTION TOTAL:				86.16	
TOTAL LABOUR FORCE:				2	
Total Workers with wrong Social Security Numbers:				0	

NOTE: All contributions marked '***' have wrong SS Numbers. Please correct them in space marked 'CORRECTED SSNO'
Employer to amend only where there are changes in monthly contributions.



Reg No. CS305172013



TIN : C0002832941

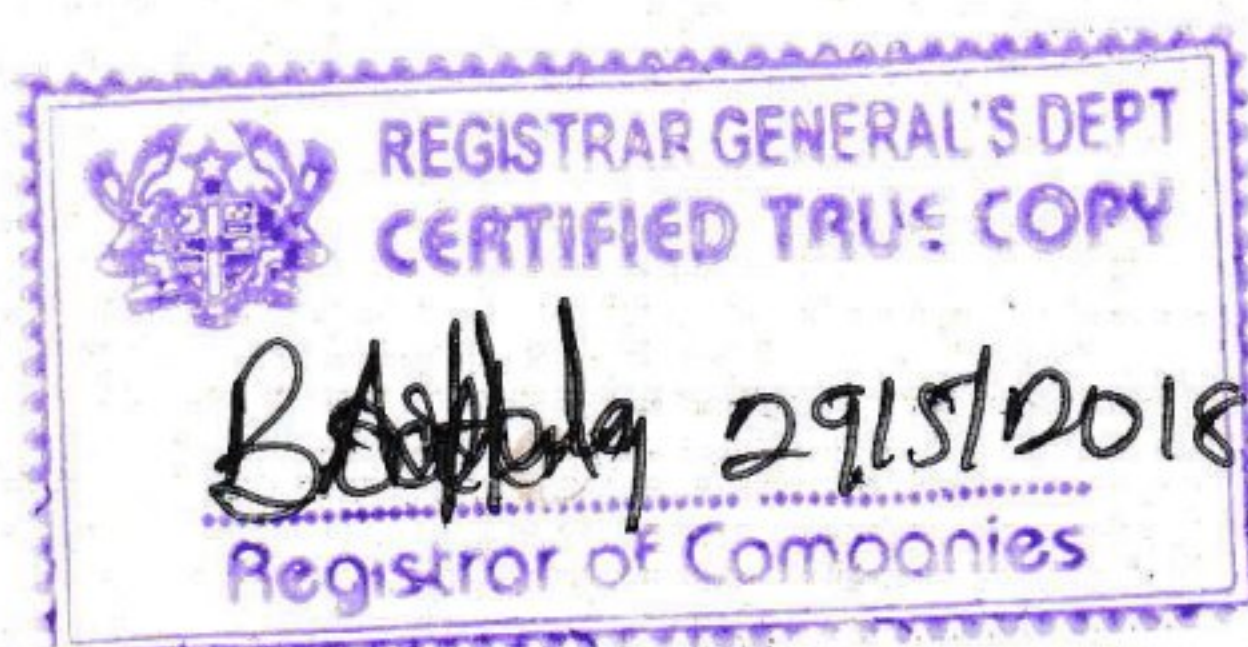
Certificate of Incorporation

I hereby certify that

AMS AND SONS LIMITED

is this day incorporated under the Companies Act, 1963 (Act 179) and that the liability of its members is limited.

Given under my hand and official seal at Accra, this 12th day of November 2013



MR JOSEPH TAMAKLOE

For: Registrar of Companies

Reg No. CS305172013



TIN : C0002832941

The Companies Act, 1963, Act 179

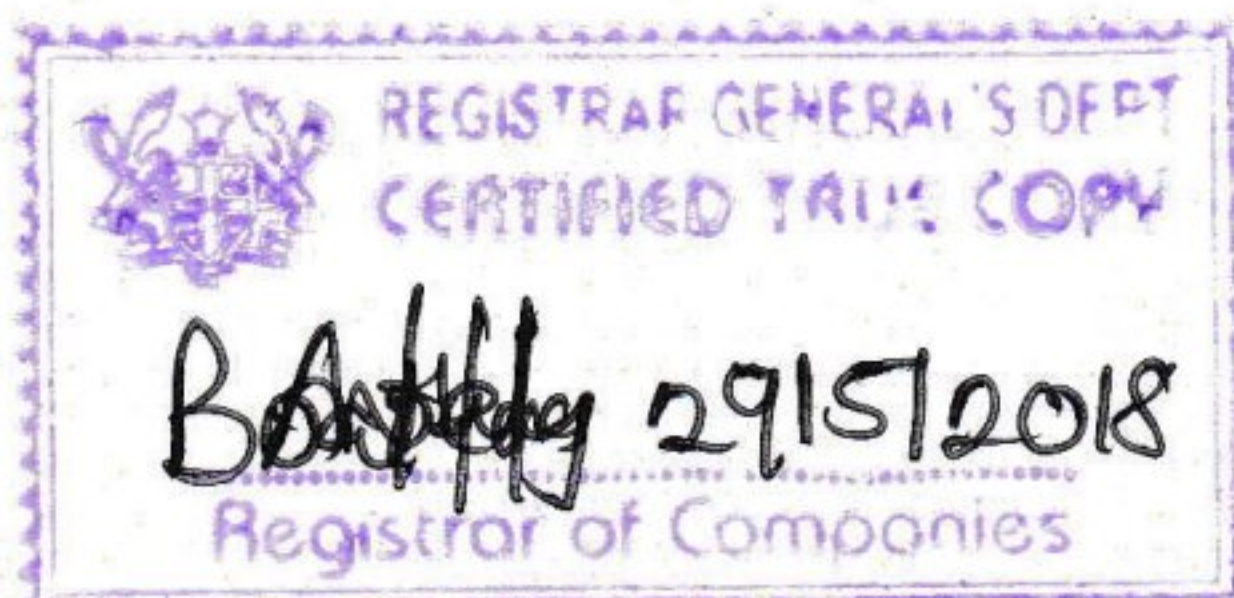
Certificate To Commence Business

I hereby certify that

AMS AND SONS LIMITED

having complied with the provisions of Sections 27 and 28 of the Companies Act, 1963, Act 179 is entitled to commence business with effect from **12th day of November 2013**

Given under my hand and official seal at Accra, this 12th day of November 2013



MR JOSEPH TAMAKLOE

For: Registrar of Companies

THE COMPANIES ACT 1963 (ACT 179)

REGULATIONS OF A PRIVATE COMPANY LIMITED BY SHARES

1. The name of the Company is AMS AND SONS LIMITED
2. The nature of the business which the Company is authorized to carry on are:-
ROAD AND BUILDING CONSTRUCTION, PURCHASING AND ,RESERVATION, STORAGE, SALE OF CEREALS, IMPORT AND EXPORT OF GENERAL GOODS, GENERAL MERCHANT
3. Pursuant to section 24 of the Companies Act, 1963, (Act 179) the company has for the furtherance of its authorized businesses all the powers of a natural person of full capacity .
4. The first director(s) of the company are:-

TIN	Name
P0001459759	SAMUEL AMPAH
P0002803151	ASARE BROOKMAN DADZIE
P0000623172	EMMANUEL NANA YAW ASARE-AMPAH
5. The powers of the board of directors are limited in accordance with Section 202 of the Act.
6. The Liability of the members of the Company is limited
7. The Company is to be registered with 1,000,000 Shares of no par Value.
8. The company is a private company and accordingly.
 - (a) the right to transfer shares is restricted in a manner following, that is to say, the directors may, in their absolute discretion and without assigning any reason therefore decline to register any transfer of any share;
 - (b) the number of members and debenture holders of the company, exclusive of person who are bona fide in the employment of the company and of persons who having been formerly bona fide in the employment of the company were while in such employment and have continued after the determination of such employment to be members or debenture holders of the company, is limited to fifty.
Provided that where two or more persons hold one or more shares of debentures jointly they shall for the purpose of this regulation be treated as a single member;
 - (c) the company is prohibited from making any invitation to the public to deposit money for fixed periods or payable at call, whether bearing or not bearing interest.

SHARES AND VARIATION OF RIGHTS

9. The company may, by special resolution altering these Regulations,
- (a) increase the number of its shares by creating new shares;
 - (b) reduce the number of its shares by cancelling shares which have not been taken or agreed to be taken by any person, or by consolidating its existing shares, whether issued or not, into a smaller number of shares;
 - (c) Provide for different classes of shares by attaching to certain of the shares referred, deferred or other special rights or restrictions whether in regard to dividend, voting, repayment, or otherwise;
Provided that the voting rights of equity shares shall comply with the provision of sections 31 and 50 of the Act and the voting rights of preference shares shall comply with the provisions of section 31 and 49 of the Act.
 - (d) in accordance with section 59 of the Act create preference shares which are, or at the option of the company are liable, to be redeemed on such terms and in such manner as may be provided, but subject to compliance with the provisions of sections 60 to 63 of the Act.
10. (1) The Company shall not issue any new or unissued shares for cash unless the same are offered in the first instance to all the shareholders or to all shareholders of the class or classes being issued in proportion as nearly as may be their existing holdings.
- (2) The offer to the existing shareholders shall be by notice specifying the number of shares to which the shareholder is entitled to be subscribed and limiting a time, not being less than twenty-eight days after the date of services of the notice after the expiration of which the offer, if not accepted, will be deemed to be declined.
- (3) After the expiration of such time, or on receipt of an intimation from the shareholder that he declines to accept the shares offered, the board of directors may, subject to the terms of any resolution of the company and to the provisions of section 202 of the Act, dispose of the same at a price not less than that specified in the offer in such manner as they think most beneficial to the company.
- (4) This regulation shall not be alterable except with the unanimous consent of all the members of the company.
11. If at any time the shares are divided into different classes, the rights attached to any class may be varied with the written consent of the holders of at least three-fourths of the issued shares of that class or the sanction of a special resolution of the holders of the shares of that class.
12. Subject to compliance with the provisions of section 60 to 63 of the Act the company may exercise the powers conferred by section 59 of the Act
- To.
- a. purchase its own shares;
 - b. acquire its own shares by a voluntary transfer to it or nominee for it;
 - c. forfeit in manner hereinafter appearing any shares with an unpaid liability for nonpayment of calls other sums payable in respect thereof.
13. The company may pay commission or brokerage to any person in consideration of his subscribing or agreeing to subscribe or agreeing to procure subscriptions for any shares in the company provided that the payment does not exceed ten per centum of the price at which the shares are issued.
14. Shares certificates shall be issued in accordance with section 53 of the Act.

CALLS ON SHARES

15. (1) Where shares are issued upon the terms that any part of the price payable therefore is not payable at a fixed time the board of directors may from time to time make calls upon the shareholders in respect of any moneys unpaid on their shares, provided that no call shall be payable less than twentyeight days from the date fixed for the payment of the last preceding call, and each shareholder shall subject to receiving not less than fourteen days notice specifying the time or times and place of payment pay to the company at the time or times and place so specified the amount called upon his shares;

(2) A call may be revoked or postponed as the directors may determine.
16. A call shall be deemed to have been made at the time when the resolution of the directors authorizing the call was passed and may be required to be paid by instalments.
17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
18. If a sum called in respect of a share is not paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest thereon from the date appointed for payment to the time of actual payment at such rate not exceeding five per centum per annum as the board of directors may determine, but the board of directors be at liberty to waive payment of such interest wholly or in part.
19. Any sum which by the terms of issue of a share becomes payable on application therefore or an allotment, or at any fixed date shall for the purposes of these Regulations be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in the case of non-payment all the relevant provisions of these Regulations as to payment of interest and expenses, forfeiture, sale or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
20. As between shares of the same class the company shall not differentiate between the holders as to the amount of calls to be paid or the times of payment.
21. If the company shall receive from any shareholder all or any part of the moneys not presently payable or called upon any shares held by him the sum shall not be treated as a payment in respect of the shares until such sum becomes due and payable on such shares and in the mean time shall be deemed to be a loan to the company upon which the company may pay interest at such rate not exceeding five per centum per annum as may be agreed between the board of directors and such shareholder.

FORFEITURE OF SHARES

22. If a shareholder fails to pay any call or installment of a call, including any sum deemed to be a call under regulation 19 hereof, the board of directors may at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which have accrued.
23. The notice shall name a further day not earlier than the expiration of fourteen days from the date of service of the notice on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the times appointed the shares in respect of which the call was made will be liable to be forfeited.
24. If the requirements of such notice are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect.
25. A forfeited share may either be cancelled by alteration of these regulations or may be retained as a treasury share until sold or otherwise disposed of on such terms and in such manner as the board of directors think fit.

26. A person whose share have been forfeited shall cease to be a member in respect of the forfeited shares and shall be bound to surrender to the company for cancellation of the share certificate or certificates in respect of the shares so forfeited but shall, notwithstanding, remain liable to pay to the company in respect of the shares, but his liability shall cease if and when the company shall have received payment in full of such moneys in respect of the shares.
27. A statutory declaration in writing that the declarant is a director of the secretary of the company and that a share in the company has been duly forfeited on the date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

LIEN

28. (1) The company shall have a first and paramount lien on all shares issued with an unpaid liability for all moneys, whether presently payable or not, called or payable at a fixed time in respect of that share.
- (2) The company's lien shall extend to all dividends payable thereon.
29. If any sum in respect of which the company has a lien is presently payable the board of directors, after serving the notice required by regulations 22 and 23 hereof, may, at any time before the payment required by such notice has been made, sell any share on which the company has such lien instead or forfeiting it in accordance with regulation 24 hereof.
30. (1) To give effect to any such sale the board of directors may authorize some persons to transfer the shares sold to the purchaser thereof.
- (2) The purchaser shall be registered as the holder of the share comprised in such transfer and he shall not be bound to see to the application of the purchase money nor shall the title to his shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
31. The proceeds of such sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the share at the date of the sale but the company shall not be bound to make such payment unless and until such person has surrendered to the company for cancellation his share certificate or certificates relating to the shares so sold.

TRANSFER AND TRANSMISSION OF SHARES

32. Subject to regulation 8(a) hereof shares shall be transferable and transfers shall be registered in the manner provided by section 95 and 98 of the Act.
33. In the event of the death of any shareholder or in the event of the ownership of any share devolving upon any person by reason of his being the legal personal representative, receiver, or trustee in bankruptcy of the holder, or by operator of law, the provisions of section 99 of the Act shall apply.

DIVIDENDS

34. The company may, by ordinary resolution, declare dividends in respect of any year or other period but no dividend shall exceed the amount recommended by the board of directors.
35. No dividend shall be paid unless;
- a. The company will, after such payment, be able to pay its debts as they fall due;
- b. The amount of such payment does not exceed the amount of the company's income surplus immediately prior to the making of such payment.
36. The board of directors may, before recommending any dividend, set aside out of the profits or income surplus of the company such sums as they think proper in order to provide for a known liability, including a disputed or contingent liability, or as a depreciation or replacement provision and may carry forward any profits or income surplus which they may think prudent to distribute.

37. All dividends shall be declared and paid as a fixed sum per share and not as a proportion of the amount paid in respect of a share.
38. The board of directors may deduct from any dividend payable to any shareholder all sums of money presently payable by him to the company in respect of his shares.
39. (1) Any dividend payable in cash may be paid by cheque or warrant sent by post directed to the registered address of the shareholder or, in the case of joint holders, to the registered address of that one who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.
(2) Any one of two or more joint holders may give effectual receipts for any dividends.
(3) Every dividend payment shall be accompanied by a statement showing the gross amount of the dividend and any tax deducted or deemed to be deducted there from.
40. No dividend shall bear interest against the company.

CAPITALISATION ISSUES AND NON-CASH

41. The company, upon the recommendation of the directors may exercise the powers conferred by section 74 of the Act.
- (a) to make capitalization issues of shares in accordance with sub-section (1) of section 74
- (b) to resolve, in accordance with sub-section (3) of section 74, that any sum standing to the credit of the company's income surplus and which could have been distributed by way of dividend shall be applied in paying up amounts for the time being unpaid on shares.
- (c) To direct, in accordance with sub-section (4) of section 74, that payment of a dividend shall be wholly or partly by distribution of securities for money of fully paid shares or debentures of another body corporate or of fully paid debentures of the company.

ACCOUNTS AND AUDIT

42. The board of directors shall cause proper books of account to be kept and a profit and loss account and balance sheet to be prepared, audited and circulated in accordance with section 123 to 133 of the Act.
43. Auditors, qualified in accordance with section 270 of the Act, shall be appointed and their duties regulated in accordance with section 134 to 136 of the Act.

GENERAL MEETINGS AND RESOLUTION

44. The powers of the members in general meetings shall be as stated in section 137 of the Act.
45. Annual general meeting shall be held in accordance with section 149 of the Act.
46. Extraordinary general meetings may be convened by the directors whenever they think fit in accordance with section 150 of the Act and shall be convened by the directors on a requisition of members in accordance with section 271 of the Act.
47. Notice of general meetings shall be given in accordance with section 152 to 159 of the Act and accompanied by any statements required to be circulated therewith in accordance with sections 157 to 159 of the Act.
48. Meetings may be attended by the persons referred to in section 160 of the Act but a member shall not be entitled to attend unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
49. The quorum required for any general meeting shall be as stated in section 161 of the Act.

50. (a) In accordance with section 163 of the Act any member entitled to attend and vote at a meeting of the company shall be entitled to appoint another person, whether a member of the company or not, as his proxy to attend and vote instead of him and such proxy shall have the same rights as the member to speak at the meeting.
- (b) An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:
51. A body corporate which is a member of the company may attend and vote either by proxy or by a representative appointed in accordance with section 165 of the Act.
52. Meeting shall be conducted in accordance with section 166 to 173 of the Act. On a poll being demanded the chairman of the meeting shall not be required to direct a postal ballot in accordance with subsections (6), (7) and (8) of section 170 of the Act unless he thinks fit or an ordinary resolution to that effect is moved at the meeting and passed on a show of hands.
53. In accordance with section 174 of the Act a resolution in writing signed by all the members for the time being entitled to attend and vote at general meetings, or being bodies corporate by their duly authorized representatives, and if the company has only one such member by that member shall be as valid and effective for all purposes, except as provided by such section 174, as if the same had been passed at a general meeting of the company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.
54. Minutes of general meeting shall be kept in accordance with section 17 of the Act.
55. If at any time the shares of the company are divided into different classes the foregoing regulations shall apply to a meeting of any class of members in like manner as they apply to general meetings but so that the necessary quorum shall be set out in section 175 of the Act.

VOTES OF MEMBERS

56. Subject to any rights or restrictions for the time being attached to any class of preference shares and which may be validly attached thereto pursuant to section 49 of the Act.
- (a) On a show of hands each member and each proxy lawfully present at the meeting shall have one vote, and on a poll each member present in person or by proxy shall have one vote for each share held by him.
- (b) In the event of a postal ballot being directed pursuant to sub-sections (6), (7) and (8) of section 170 of the Act, each member entitled to attend and vote at the meeting shall have one vote for each share held by him.

DIRECTORS

57. The number of directors, not being less than two or more than five, shall be determined by ordinary resolution of the members in general meetings and until so determined shall be two.
58. The continuing directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below two or below the number fixed by the directors as the necessary quorum they may act for four weeks after the numbers is so reduced, but thereafter may act only for the purpose of increasing their number to that number or of summoning a general meeting of the company and for no other purpose.
59. The appointment of directors shall be regulated by section 181 and 272 of the Act.
60. The persons referred to in section 182 of the Act shall not be competent to be appointed directors of the company.
61. A director need not be a member of the company or hold any shares therein.

50. (a) In accordance with section 163 of the Act any member entitled to attend and vote at a meeting of the company shall be entitled to appoint another person, whether a member of the company or not, as his proxy to attend and vote instead of him and such proxy shall have the same rights as the member to speak at the meeting.
- (b) An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:
51. A body corporate which is a member of the company may attend and vote either by proxy or by a representative appointed in accordance with section 165 of the Act.
52. Meeting shall be conducted in accordance with section 166 to 173 of the Act. On a poll being demanded the chairman of the meeting shall not be required to direct a postal ballot in accordance with subsections (6), (7) and (8) of section 170 of the Act unless he thinks fit or an ordinary resolution to that effect is moved at the meeting and passed on a show of hands.
53. In accordance with section 174 of the Act a resolution in writing signed by all the members for the time being entitled to attend and vote at general meetings, or being bodies corporate by their duly authorized representatives, and if the company has only one such member by that member shall be as valid and effective for all purposes, except as provided by such section 174, as if the same had been passed at a general meeting of the company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.
54. Minutes of general meeting shall be kept in accordance with section 17 of the Act.
55. If at any time the shares of the company are divided into different classes the foregoing regulations shall apply to a meeting of any class of members in like manner as they apply to general meetings but so that the necessary quorum shall be set out in section 175 of the Act.

VOTES OF MEMBERS

56. Subject to any rights or restrictions for the time being attached to any class of preference shares and which may be validly attached thereto pursuant to section 49 of the Act.
- (a) On a show of hands each member and each proxy lawfully present at the meeting shall have one vote, and on a poll each member present in person or by proxy shall have one vote for each share held by him.
- (b) In the event of a postal ballot being directed pursuant to sub-sections (6), (7) and (8) of section 170 of the Act, each member entitled to attend and vote at the meeting shall have one vote for each share held by him.

DIRECTORS

57. The number of directors, not being less than two or more than five, shall be determined by ordinary resolution of the members in general meetings and until so determined shall be two.
58. The continuing directors may act notwithstanding any vacancy in their body but if and so long as their number is reduced below two or below the number fixed by the directors as the necessary quorum they may act for four weeks after the numbers is so reduced, but thereafter may act only for the purpose of increasing their number to that number or of summoning a general meeting of the company and for no other purpose.
59. The appointment of directors shall be regulated by section 181 and 272 of the Act.
60. The persons referred to in section 182 of the Act shall not be competent to be appointed directors of the company.
61. A director need not be a member of the company or hold any shares therein.

62. The office of directors shall be vacated in accordance with section 184 of the Act and any director may be removed from office in accordance with section 185 of the Act.
63. (1) The company may appoint a substitute director in accordance with section 187 of the Act and any director may appoint an alternate director in accordance with section 188 of the Act.
- (2) An alternate director shall not be entitled to be remunerated otherwise than out of the remuneration of the directors appointing him.
64. At least one director of the company shall at all times be present in Ghana.
65. The remuneration payable to any director in whatsoever capacity shall be determined or approved by the members in general meetings in accordance with section 194 of the Act.
66. The proceedings of the directors shall be regulated by section 200 of the Act and the board of directors may delegate any of their powers to committees of the directors in accordance with that section.
67. Minutes of meetings of the board of directors and of any committee of directors shall be kept in accordance with section 201 of the Act.

POWERS AND DUTIES OF DIRECTORS

68. (1) The business of the company shall be managed by the directors who may pay all expenses incurred in promoting and registering the company;
- (2) Subject to section 202 of the Act, the board of directors may exercise all such powers of the company, including the power to borrow money and to mortgage or charge its property and undertaking or any part thereof and to issue debentures, as are not by the Act or these Regulations required to be exercised by the members in general meetings.
69. In any transaction with the company or on its behalf and in the exercise of their powers the directors shall observe the duties and obligations imposed on them by section 203 to 205 of the Act.
70. Subject to compliance with section 207 of the Act, a director may enter into any contract with the company and such or any other contract of the company in which any director is in anyway interested shall not be liable to be avoided nor shall any director be liable to account for any profit made thereby by reason of the director holding the office of director or of the judiciary relationship thereby established.
71. Any director may act by himself or his firm in professional capacity for the company, except as auditor, and he or his firm shall be entitled to proper remuneration for professional services as if he were not a director.

EXECUTIVE AND MANAGING DIRECTORS

72. The board of directors may exercise the powers conferred by section 192 of the Act to appoint one or more of their body to any other office or place of profit under the company, other than the office of auditor, for such period and on such terms as they may determine and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.
73. (1) The board of directors may exercise the power conferred by section 193 of the Act to appoint one or more of their body to the office of managing director for such period and on such terms as they may determine and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment and such appointment shall be automatically determined if the holder of the office ceases from any cause to be a director.
- (2) The directors may entrust to and confer upon a managing director any of the powers exercisable by them upon such terms and with such restrictions as they think fit, and either collaterally with, or on the exclusion of, their own powers, and subject to the terms of any agreement entered into on any particular case, may from time to time revoke or vary all or any of such powers.

82. In these Regulations unless the context otherwise requires,

- (a) "Act" means the Companies Act, 1963 (Act 179), or any statutory modification or re-enactment thereof;
- (b) Words or expressions shall have the same meaning as in the Act;
- (c) References to sections of the Act shall mean such sections as modified or re-enacted from time to time.

"I/We the undersigned am/are desirous of forming an incorporated body in pursuance of these Regulations and I/We agree to take the number of shares in the company to set opposite my/our name/s and pay therefore in cash the consideration stated".

TIN	Name	Address	Date Of Birth	No. of Shares	Consideration Payable	
					In Cash(GHS)	Other than in Cash (GHS)
P0002803151	ASARE BROOKMAN DADZIE	B115/11,KOFI OWUSU NEAR ODORKOR,ACCRA,Accra Metropolitan,GREATER ACCRA,Ghana	11/10/1982	200	200.00	
P0001459759	SAMUEL AMPAH	B115/11,OWUSU KOFI STREET,ODORKOR-ACCRA,Accra Metropolitan,GREATER ACCRA,Ghana	30/12/1973	200	200.00	
P0000623172	EMMANUEL NANA YAW ASARE-AMPAH	126/20,OSAKUMA ST ADJ MECEDONIA,ACCRA,Accra Metropolitan,GREATER ACCRA,Ghana	12/03/1975	200	200.00	

Dated the 12th day of November 2013

Witness to the above

Signatures

Name

S.K. AMRTEY

Occupation

COMMISSIONER FOR OATHS

Address

P O BOX NT 88 ACCRA NEW TOWN

**Registrar-General's Department
Accra-Ghana**

Date 29-May-18

Form 3

THE COMPANIES ACT, 1963 (ACT 179)

Part - I

Company Details

Company Registration	: CS305172013	TIN	: C0002832941
Company Type	: Private Limited		
Company Name	: AMS AND SONS LIMITED		
Date Of Incorporation	: 12-Nov-13		
RGD Office	: Accra		
Date Of Commencement	: 12-Nov-13		
Principal Activity	: ROAD AND BUILDING CONSTRUCTION,PURCHASING AND ,RESERVATION,STORAGE,SALE OF CEREALS,IMPORT AND EXPORT OF GENERAL GOODS,GENERAL MERCHANT		
Nature Of Business	: ROAD AND BUILDING CONSTRUCTION,PURCHASING AND ,RESERVATION,STORAGE,SALE OF CEREALS,IMPORT AND EXPORT OF GENERAL GOODS,GENERAL MERCHANT		

Part - II

Industrial Classification

ISIC Code	ISIC Description	Primary
4690	Non-specialized wholesale trade	Yes

Part - III

Address Details

Principal Place of Business

House/Building/Flat No.	: B115/11
Street	: ODORKOR OWUSU KOFI STREET
City	: ACCRA
District	:
Region	:
P.O Box NO/PMB/DTD	: P O BOX GP 4913 ACCRA
Country	: Ghana

Registered Address

House/Building/Flat No.	: B115/11
Street	: ODORKOR OWUSU KOFI STREET
City	: ACCRA
District	:
Region	:
P.O Box NO/PMB/DTD	: P O BOX GP 4913 ACCRA
Country	: Ghana

Part-IV**Contact Details**

Phone No. 1 :
 Phone No. 2 :
 Phone No. 3 :
 Mobile No. 1 : 0244029006
 Mobile No. 2 :
 Mobile No. 3 :
 Fax No. :
 Email :
 URL :

Part - V**Company Officers Details**

TIN	Name	Address	Nationality	Date Of Birth	Designation
Director Details :					
P0002803151	ASARE BROOKMAN DADZIE	B115/11,KOFI OWUSU NEAR ODORKOR,ACCRA,Accra Metropolitan,GREATER ACCRA,Ghana	Ghanaian	11-Oct-1982	Director
P0000623172	EMMANUEL NANA YAW ASARE- AMPAH	126/20,OSAKUMA ST ADJ MECEDONIA,ACCRA,Accra Metropolitan,GREATER ACCRA,Ghana	Ghanaian	12-Mar-1975	Director
P0001459759	SAMUEL AMPAH	B115/11,OWUSU KOFI STREET,ODORKOR-ACCRA,Accra Metropolitan,GREATER ACCRA,Ghana	Ghanaian	30-Dec-1973	Director
Secretary Details :					
P0000623172	EMMANUEL NANA YAW ASARE- AMPAH	126/20,OSAKUMA ST ADJ MECEDONIA,ACCRA,Accra Metropolitan,GREATER ACCRA,Ghana	Ghanaian	12-Mar-1975	Secretary

Part - VI**Auditor Details****Part - VII****Capital Details**

i. Currency of Capital : GHS
 ii. Authorized Shares : 1,000,000
 iii. Amount of Stated Capital : 600.00
 iv. Issue Shares : 600
 v. Issue of Shares

	Paid	Unpaid	Due
a. Ordinary Shares	: 600	0	0

b. Preference Shares	:	0	0	0
c. Debenture	:	0	0	0
vi. Treasury Shares	:			

Part -VIII

Shares Allotment Details

TIN	Name	Address	Shares Alloted	Consideration Payable	
				In Cash (GHS)	Otherthan In Cash (GHS)
P0002803151	ASARE DADZIE	B115/11,KOFI OWUSU NEAR ODORKOR,ACCRA,Accra Metropolitan,GREATER ACCRA,Ghana	400	400.00	0.00
P0000623172	EMMANUEL ASARE-AMPAH	126/20,OSAKUMA ST ADJ MECEDONIA,ACCRA,Accra Metropolitan,GREATER ACCRA,Ghana	100	100.00	
P0001459759	SAMUEL AMPAH	B115/11,OWUSU KOFI STREET,ODORKOR-ACCRA,Accra Metropolitan,GREATER ACCRA,Ghana	100	100.00	0.00

THE COMPANIES ACT, 1963 (ACT 179)

DECLARATION THAT CONDITIONS OF SECTION 28 OF THE COMPANIES ACT,
1963, (ACT 179) HAVE BEEN COMPLIED WITH

AMS AND SONS LIMITED

Presented by: -----

To the Registrar of Companies.

P. O. Box 118, Accra

AMS AND SONS LIMITED

being Directors and Secretary respectively of AMS AND SONS LIMITED

do solemnly and sincerely declare:-

That there has been paid to the Company for the issue of its shares consideration to the value of at least five hundred Ghana Cedis, of which at least one hundred Ghana Cedis have been paid in cash within the meaning of section 45 of the Companies Act.

And we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1971.

SAMUEL AMPAH

Director

Signed

ASARE BROOKMAN DADZIE

Director

Signed

EMMANUEL NANA YAW ASARE-
AMPAH

Director

Signed

EMMANUEL NANA YAW ASARE-
AMPAH

Secretary

Signed

Declared at 29th the day of MAY 2018 before me

To be signed by all Directors and Secretary of the Company.

SAMUEL KORLETEY AMARTEY

Commissioner of Oaths



Public
Procurement
Authority
Supervising efficiency and transparency
in Public Procurement

NIB Collections Payment Receipt
Registration Fees for Public Procurement Authority.



NATIONAL INDEMNITY INSURANCE
CORPORATION LIMITED

Generated On: 26-March-2019 8:56:18AM

CUSTOMER'S COPY

Supplier Name: AMS AND SONS LIMITED

Supplier No: 732196

Amount Paid: GHS 300

Purpose of Payment: REGISTRATION FEE

Currency: GHS

Branch Name: KUMASI MAIN BRANCH

Transaction Status: COMPLETE

Transaction Ref: TT1908507757

Teller: gifty.mensah

Payment Method: CASH

Cheque No:

Value Date: 20190326

Depositor's Name: ASARE BROOKMAN

PPA Receipt No: 162905779083625

Depositor's Signature:

Asare Brookman