

**REPUBLIC OF LIBERIA
MINISTRY OF PUBLIC WORKS
MONROVIA, LIBERIA**



CONTRACT NO: MPW-W-0046-21/22

**BETWEEN THE MINISTRY OF PUBLIC
WORKS
&**

MDMC EXPRESS, INC.

**FOR THE REHABILITATION OF URBAN
PAVED ROAD (JAPAN FREEWAY AND
FREEPORT INTERSECTION TO ST. PAUL
BRIDGE);**

**LOT # 1: COMPLETE ASPHALT OVERLAY
(6.5 KM)**

**LOT # 2: ROUTINE DRAINAGE
MAINTENANCE AND CONSTRUCTION.**

**FUNDED BY
THE GOVERNMENT OF LIBERIA (GOL)**



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

CONTRACT PRICE:


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 with the provisions of this Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price of **Eight Million Five Hundred Sixty Nine Thousand Four Hundred Seventeen United States Dollars Ninety-Three cents (US\$8,569,417.93)** 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 this Agreement to be executed on the day and year first before written below:


Hon. Ruth Coker Burdick
Acting Minister

FOR THE MINISTRY OF PUBLIC WORKS, R. L. :

Date: _____


Mr. John S Youboty
CEO/General Manager

FOR MDMC EXPRESS, INC.

Date: _____

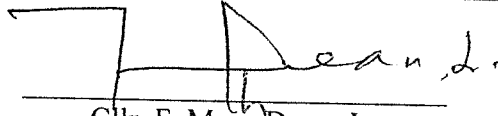


Approved by the Minister of Finance & Development Planning



Hon. Samuel D. Tweah, Jr.
MINISTER

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



Cllr. F. Musa Dean, Jr.
MINISTER

MDMC Express, Inc.

1211 Tubman Boulevard, Telecom Community, Paynesville, Liberia
Cell Phone: 0886-512-431 or 0777-512-431 E-mail: isyoubet@yahoo.com and mdmcexpress@gmail.com

1. Bid Submission Form

Date: February 04, 2022

RB No.: N/A

Invitation for Bid No.: MPW/W/PROJ/ICB/001/21/22

Title of Contract: Removal of damage asphalt, asphalt repair, asphalt overlay, concrete repair, and drainage improvements

To: Max T. Jariah
Procurement Unit
Ministry of Public Works
South Lynch Street
P. O. Box 9012
1000 Monrovia 10, Montserrado Co.
Email: tmaxsr@yahoo.com
Cell: 0778779161
Republic of Liberia

Having examined the Bidding Documents, including addenda N/A we offer to execute the Removal of damage asphalt, asphalt repair, asphalt overlay, concrete repair, and drainage improvements in accordance with the GCC accompanying this Bid for the Contract Price of

- Lot #1 Asphalt Overlaying (6.5km) Freeport to St. Paul Bridge US\$5,317,630.50
Five million Three hundred seventeen thousand six hundred thirty dollars fifty cents
- Lot #2 Routine Maintenance of Drainage, US\$3, 439,136.20, Three million four hundred thirty-nine thousand one hundred thirty-six dollars twenty cents

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

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

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

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

REHABILITATION OF URBAN PAVED ROAD (GABRIEL TUCKER BRIDGE - ST. PAUL BRIDGE) AS STATED INTO LOTS:
LOT -1 ASPHALT OVERLAY (6.5KM.) AND LOT-2 ROUTINE MAINTENANCE OF DRAINAGE
IFB NO. MPW W PROJ ICB 001 21 22
MDMC EXPRESS INC



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MDMC Express, Inc.

1211 Tubman Boulevard, Telecom Community, Paynesville, Liberia
Cell Phone: 0886-512-431 or 0777-512-431 E-mail: jyouboty@yahoo.com and mdmcexpress@gmail.com

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
<u>"None:"</u>	<u>"None"</u>	<u>"None"</u>
<u>"None"</u>	<u>"None"</u>	<u>"None"</u>
(if none, state "none")		

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

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

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

Signed: _____ in the capacity of CEO/General Manager

Name: John S. Youboty

Duly authorized to sign the bid for and on behalf of the MDMC Express Inc.

Date: 04 day of February, 2022

REHABILITATION OF URBAN PAVED ROAD (GABRIEL TUCKER BRIDGE ST. PAUL BRIDGE) AS STATED INTO LOTS:
LOT -1 ASPHALT OVERLAY (6.5KM) AND LOT-2 ROUTINE MAINTENANCE OF DRAINAGE
IFB NO. MPW W PROJ IC'B 001 21 22
MDMC EXPRESS INC.



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Section VI. Special Conditions of Contract

A. General	
GCC 1.1 (m)	The Defects Liability Period is Six (6) months
GCC 1.1 (o)	The Employer is: Ministry of Public Works South Lynch Street P. O. Box 9012 1000 Monrovia 10, Liberia
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works shall be Fifteen (15) Months from the date of contract signing.
GCC 1.1 (u)	The Project Manager/Employer Representative is: Hon. Dave Sleweon Assistant Minister/Operations Ministry of Public Works South Lynch Street Monrovia, Liberia
GCC 1.1 (w)	The Site is located at Japan Freeway Intersection (Freeport) – St. Paul Bridge
GCC 1.1 (z)	The Start Date shall be Fourteen (14) days after receipt of Advance Payment
GCC 1.1 (dd)	The Works consist of the Asphalt overlay, asphalt patching, concrete patching, drainage maintenance culvert installation and minor concrete works
GCC 2.2	Sectional Completions are Not Applicable
GCC 2.3(i)	The following documents also form part of the Contract: <ol style="list-style-type: none"> 1. Agreement 2. Letter of Acceptance 3. Contractor's Bid 4. Special Condition of Contract 5. General Condition of Contract 6. Specifications 7. Drawings 8. Bill of Quantities
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of the Republic of Liberia
GCC 8.1	



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	Schedule of other contractors: N/A
GCC 9.1	Key Personnel: Project Manager, Site Engineer, QC Engineer, Surveyor, Foreman and First Aid Officer.
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) For the Works, Plant and Materials:</p> <p>(b) For loss or damage to Equipment:</p> <p>(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract:</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees:</p> <p>To be clearly explain in the official contract.</p>
GCC 14.1	Site Investigation Reports shall include Quality Control Tests as in the Specification
GCC 15.1	Queries: yes
GCC 21.1	The Site Possession Date(s) shall be: 14 days after the award of contract
GCC 25.2	Fees and types of reimbursable expenses to be paid to the Adjudicator: TBA
GCC 25.3	<p>Institution whose arbitration procedures shall be used: All Liberian Contractors Association</p> <p>The place of arbitration shall be: Monrovia, Liberia</p>
GCC 26.1	Appointing Authorities for the Adjudicator: President of the All Liberian Contractors Association and the Ministry of Public Works
B. Time Control	
GCC 27.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
GCC 27.3	<p>The period between Program updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program is: 5% of contractor amount.</p>
C. Quality Control	
GCC 35.1	

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GCC 35.1	The Defects Liability Period is: 6 Months from the completion date
D. Cost Control	
GCC 42	<p>The Ministry of Public Works shall pay or caused to be paid all subsequent payments other than the advance payment through the following terms:</p> <ul style="list-style-type: none"> a) The Ministry shall pay or cause to be paid to the contractor the second payment in the amount of Two Million, Five Hundred Seven Thousand Eight Hundred Twenty-Five United States Dollars and Thirty-Eight Cent (\$2,570,825.38) representing 30% of the contract price when 75% of the works are completed. b) The Ministry shall pay or cause to be paid to the contractor the Third payment in the amount of One Million, Seven Hundred Thirteen Thousand Eight Hundred Eighty-Three United States Dollars and Fifty-Nine Cent (\$1,713,883.59) representing 20% of the contract price when 100% of the works are completed. c) The Ministry shall pay or cause to be paid the fourth Payment in the amount of Four Hundred Twenty Eight Thousand, Four Hundred Seventy United States Dollars and Ninety Cent (\$428,470.90) Six (6) month after the completion of the works. <p>All Payment Request prepared for each period shall be evidence by a signed request from the Project Manager submitted to the office of the Deputy Minister for Technical Services, and issuance of a Certificate of Completion signed by the Minister of Public Works</p>
GCC 46.1	ALL Payment shall be adjusted for deductions for 10% representing Retention
GCC 46.1	The currency of the Republic of Liberia country is: United States Dollars
GCC 47.1	The Contract is not subject to price adjustment in accordance with GCC
GCC 48.1	The proportion of payments retained is: 10%
GCC 49.1	The liquidated damages for the whole of the Works are 0.05% the final Contract Price per day. The maximum amount of liquidated damages for the whole of the Works is 1.50% of the final Contract Price.
GCC 50.1	The Bonus for the whole of the Works is <u>N/A</u> of final Contract Price per day. The maximum amount of Bonus for the whole of the Works is <u>N/A</u> of the final Contract Price.



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GCC 51.1	The Advance Payments shall be: \$ 3,856,238.00 (Three Million, Eight Hundred Fifty-Six Thousand, Two Hundred Thirty-Eight United States Dollars) representing 45% of the contract price and shall be paid to the Contractor no later than 14 days after contract award. The advance payment shall be subject to the submission of Bank Guarantee from a Reputable Commercial Bank
GCC 52.1	The Bank Guarantee for Advance Payment is indicated in section ten (10) of the bid documents
GCC 52.1	The performance security if any shall be as follow: N/A
E. Finishing the Contract	
GCC 58.1	The date by which operating and maintenance manuals are required is: N/A The date by which "as built" drawings are required shall be: N/A
GCC 58.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 shall be: N/A
GCC 59.2 (g)	The maximum number of days is: Twenty-Eight (28)
GCC 60.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, shall be: 10%



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