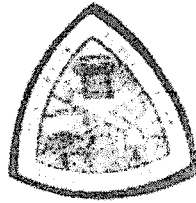


Republic of Liberia  
MINISTRY OF PUBLIC WORKS  
Monrovia, Liberia



**Contract No: MPW-W-0034-21/22**

**BETWEEN THE MINISTRY OF PUBLIC  
WORKS**

**&**

**NEW MILLENNIUM ENGINEERING &  
CONSTRUCTION COMPANY**

**FOR PERIODIC MAINTENANCE OF PRIMARY  
SECONDARY & FEEDER ROADS AS LOT # 4-  
FORQUELLEH TO FARVEY TOWN IN BONG  
COUNTY (19.5KM)**

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

(KT)

## Table of Content

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RCC (SDI)

## Contract Agreement

This Agreement is made and entered into this \_\_\_\_\_ day of February, A. D. 2022, between the Government of the Republic of Liberia, by and through the **Ministry of Public Works** represented by its Acting Minister, Hon. Ruth Coker-Collins (hereinafter known and referred to as the "**Employer**") and **NEW MILLENNIUM ENGINEERING & CONSTRUCTION COMPANY**, a company registered and licensed to undertake construction works in Liberia, represented by its General Manager, Mr. James Gotobai (hereinafter known and referred to as the "**Contractor**"), and they shall be jointly referred to as the "**PARTIES**", hereby;

### WITNESSETH:

**WHEREAS**, the Employer desires the **Periodic Maintenance of Primary, Secondary & Feeder Roads connecting Forquelleh to Farvey, which is about Nineteen point five Kilometers (19.5km) in Bong County, classified as Lot #4: under Work Contract No. MPW-W-0034 -21/22** should be executed by the Contractor, and has accepted the Bid by the Contractor for the execution and completion of these works and the remedying of any defects therein;

**WHEREAS**, New Millennium Engineering & Construction Company was contracted for the Periodic Maintenance of Laterite/Feeder Road, connecting from Forquelleh to Farvey Town in Bong County, which covers about **Nineteen point five Kilometers (19.5km)** consistent with the contract documents attached;

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

**WHEREAS**, the Ministry of Public Works and New Millennium Engineering & Construction Company have mutually agreed to use this Contract for the Periodic Maintenance of Laterite/Feeder Road, connecting from Forquelleh to Farvey Town in Bong County, which covers about **Nineteen point five Kilometers (19.5km)**;

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

**NOW THEREFORE**, in consideration of the mutual promises, the Government of the Republic of Liberia, by and through the Ministry of Public Works and New Millennium Engineering & Construction Company for good and valuable consideration, mutually consent to the following terms and conditions set forth below

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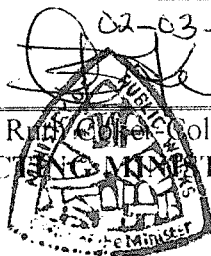
(SDT)

1. That 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, and they shall be deemed to form and be read and construed as part of this Agreement.
2. That the following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - (a) The Letter of Acceptance;
  - (b) The Contractor Bid
  - (c) The Special Conditions of Contract
  - (d) The General Conditions of Contract
  - (e) The Specifications;
  - (f) The Drawings;
  - (g) The Priced Bill of Quantities; and
  - (h) Other documents, as listed in the Appendix to Bid
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity to all aspects of 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 **US\$534,707.70 (Five Hundred Thirty-four Thousand Seven Hundred Seven United States Dollars seventy-nine cents)** 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 on the day and year first before written below:

**FOR THE MINISTRY OF PUBLIC WORKS:**

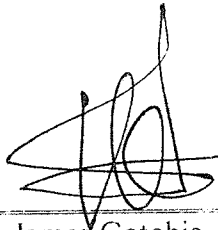
Hon.  Collins  
**ACTING MINISTER**



Date: 02-03-22

**FOR NEW MILLENNIUM ENGINEERING & CONSTRUCTION COMPANY:**

(551)



Mr. James Gotobia  
GENERAL MANAGER



Date: 24-02-22

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



Hon. Samuel D. Tweah  
MINISTER

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



Cllr. F. Musa Dean, Jr.  
MINISTER



Office Of The Deputy Ministry  
Technical Services

REPUBLIC OF LIBERIA  
**MINISTRY OF PUBLIC WORKS**

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



**RCC-DMTS&AM/MPW-RL/673/'21**

January 3, 2022

Mr. James Gotobai  
New Millenium  
Congo Town  
Monrovia, Liberia

Dear Mr. Gotobai

**Subject:**

**Notification of Award**

This is to notify you that your bid submitted July 6, 2021 **for the Periodic Maintenance of Laterite Road Lot 4 (Forquelleh – Farvey) in Bong County** has been accepted as the “**Most Responsive**” after final approval from the PPCC with a bid price of **US\$534,707.79** Please be informed that the price remains as stated in your submission.

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

Best regards.

*04-02-22*  
  
Hon. Ruth Coker-Collins  
**ACTING MINISTER**

Name: *James O. Gotobai*

Signature:

Cell: *0770742119*

Date: *01-06-22*

*RCC*

A.B Tolbert Road Adjacent Hope for Women, Paynesville City  
REPUBLIC OF LIBERIA

CONTACT: +231-886-415-688 / +231 770-742-119

Email: [info@hfw.org](mailto:info@hfw.org)

BID SUBMISSION TERM

Date: June 24, 2021

RB No.: MPW/NRF/W/ICB/011/20/21

Invitation for Bid No.: MPW/NRF/W/ICB/011/20/21

Title of Contract: **Periodic Maintenance**

Forquellah - Farvey (19.5KM) Laterite Roads  
Bong County as Lot #4

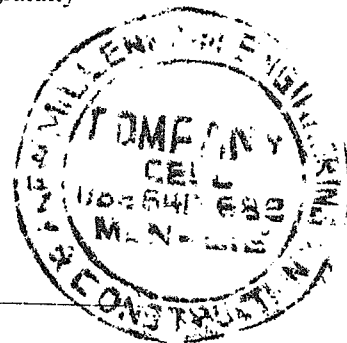
For Procurement Unit  
Ministry of Public Works  
South Lynch Street  
P. O. Box 9012  
1000 Monrovia 10, Liberia

Having examined the Bidding Documents, including addenda N/A we offer to execute the in Forquellah - Farvey in Bong County in accordance with the GCC accompanying this Bid for the Contract Price of FIVE HUNDRED THIRTY FOUR THOUSAND SEVEN HUNDRED AND SEVEN DOLLARS AND SEVENTY NINE CENTS UNITED STATES DOLLARS. (\$534,707.79USD)

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 28 days and, if required, Bid Security or Bid-Securing Declaration as required by the Bidding Documents and specified in the BDS.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.1; We have no conflict of interest in accordance with ITB Sub-Clause 4.2; Our firm, its affiliates or subsidiaries--including any subcontractors or suppliers for any part of the contract--has not been declared ineligible by the GOL, or under the GOL's country laws or official regulations, in accordance with ITB Sub-Clauses 4.3 and 4.4. The following commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
NEW MILLENIOM ENGINEERING & CONSTRUCTION COMPANY  MONROVIA	\$250.00USD	



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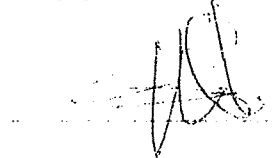
A.B Tolbert Road Adjacent Hope for Women, Paynesville City  
REPUBLIC OF LIBERIA

CONTACT: +231-886-415-688 / +231 770-742-119

Email: [info@newmillenium.com](mailto:info@newmillenium.com)

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: Chief Executive Officer

Name: James O. Gotobia

Duly authorized to sign the bid for and on behalf of the: NEW MILLENIUM ENGINEERING  
& CONSTRUCTION COMPANY

Date: 24<sup>th</sup> day of June, 2021



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## Special Conditions of Contract

### A. General

GCC 1.1 (m)	The Defects Liability Period is <b>Six (6) months</b>
GCC 1.1 (o)	The Employer is <b>Ministry of Public Works South Lynch Street P. O. Box 9012 1000 Monrovia 10, Liberia</b>
GCC 1.1 (r)	The Intended Completion Date for the whole of the Works including defects shall be <b>Eighteen (18) Months</b>
GCC 1.1 (u)	The Project Manager/Employer Representative is: The Project Manager/Employer Representative is:  <b>Ministry of Public Works South Lynch Street Monrovia, Liberia</b>
GCC 1.1 (w)	The Site is located from <b>Forquelleh to Farvey Town (19.5km) in Bong County</b>
GCC 1.1 (z)	The Start Date shall be <b>Fourteen (14) days after receipt of signed Contract</b>
GCC 1.1 (dd)	The Works consist of the <b>Re-graveling, Culvert Installation, Drainage Maintenance and Concrete Structure repairs.</b>
GCC 2.2	Sectional Completions are <b>Not Applicable</b>
GCC 2.3(i)	The following documents also form part of the Contract:  <b>Agreement Letter of Acceptance Contractor's Bid Special Condition of Contract General Condition of Contract Specifications Drawings Priced Bill of Quantities</b>
GCC 3.1	The language of the contract is <b>English</b>  The law that applies to the Contract is the law of the <b>Republic of Liberia</b>
GCC 8.1	Schedule of other contractors. <b>N/A</b>
GCC 9.1	Key Personnel to be provided for the execution of the works include:

(SOT)

Project Manager-1  
 Site Engineer-1  
 QC Engineer-1  
 Surveyor-1  
 Foreman-1  
 First Aid Officer-1

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><b>As provided by the General Conditions of Contract count 13.</b></p>
GCC 14.1	<p>Site Investigation Reports shall include <b>Monthly Site Reports &amp; Quality Control Tests as in the Specification</b></p>
GCC 15.1	<p>Queries: <b>yes</b></p>
GCC 21.1	<p>The Site Possession Date(s) shall be: <b>14 days after the award of contract</b></p>
GCC 25.2	<p>Fees and types of reimbursable expenses to be paid to the Adjudicator: <b>TBA, if applicable</b></p>
GCC 25.3	<p>Institution whose arbitration system shall be used: <b>Association of Liberian Construction Companies</b></p> <p>The place of arbitration shall be: <b>Monrovia, Liberia</b></p>
GCC 26.1	<p>Appointing Authorities for the Adjudicator: <b>President of the Association of Liberian Construction Companies</b></p>
<b>B. Time Control</b>	
GCC 27.1	<p>The contractor shall submit for approval a program for work within <b>14 days</b> from the date of the Letter of Acceptance</p>
GCC 27.3	<p>The period between the program update is <b>30 days</b>.</p> <p>The amount to be withheld for late submission of an updated program is <b>5%</b> of contractor amount.</p>

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C. Quality Control	
GCC 35.1	The Defects Liability Period is: Six (6) Months from the completion date
D. Cost Control	
GCC 42	<p>The Ministry of Public Works shall pay or caused to be paid all subsequent payments <b>excluding the amount for Contingency</b>, other than the advance payment through the following terms:</p> <ol style="list-style-type: none"> <li>The Contractor shall submit to the Project Manager Interim Payment Request statements amounting to 15% of the estimated value of the work executed less the cumulative amount certified previously;</li> <li>The Project Manager shall check the Contractor's interim payment request and certify the amount to be paid to the Contractor following valuation of the works executed for the period;</li> <li>The <b>value of work executed</b> shall be determined by the Project Manager and the request for payment shall not exceed 15% of the of the estimated completed value of works;</li> <li>The <b>value of work executed</b> shall comprise the value of the quantities of the items in the Bill of Quantities;</li> <li>The <b>value of work executed</b> shall include the valuation of Variations and claims approved by the Project Manager;</li> </ol> <p><b>All Payment Request prepared for each period shall be evidence by a signed request from the Project Manager submitted to the office of the Deputy Minister for Technical Services, and issuance of a Certificate of Completion signed by the Deputy Minister for Technical Services of Public Works</b></p>
GCC 43	All Payments shall be adjusted for deductions for of 10% representing Retention.
GCC 46.1	The currency of the Republic of Liberia country is: <b>United States Dollars</b>
GCC 47.1	The Contract is <b>not</b> subject to price adjustment in accordance with GCC
GCC 48.1	The Proportion of payment retain is <b>10%</b>
GCC 49.1	The liquidated damages for the whole of the Works are <b>0.05%</b> . The final Contract Price per day. The maximum number of liquidated damages for the whole of the Works is <b>1.50% of the final contract price</b> .
GCC 50.1	The Bonus for the whole of the Works is <b>N/A</b> of final Contract Price per day. The maximum amount of Bonus for the whole of the Works is <b>N/A</b> of the final Contract Price.

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GCC 51.1	<p>The Advance Payments shall be: <b>20% of the total Contract Price</b> and shall be paid to the Contractor by the Employer.</p> <p>****<b>Note:</b> The advance payment shall be subject to the submission of Bank Guarantee from a <b>Reputable Commercial Bank of the equivalent</b> of the Amount to received</p>
GCC 52.1	The Bank Guarantee for Advance Payment is indicated in section ten (10) of the bid documents

### E. Finishing the Contract

GCC 58.1	The date by which operating and maintenance manuals are required is <b>N/A</b>
GCC 58.2	The amount to be withheld for failing to produce "as built" drawings/and or operating and maintenance manual by the date required in GCC 58.1 shall be <b>N/A</b>
GCC 59.2 (g)	The maximum number of days is: <b>Twenty-Eight (28) days consistent with GCC 59.2(g).</b>
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: <b>10%</b>

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