



# Bomi Community College

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## Framework Agreement

Framework Agreement for: **Petroleum Products**

REF: IFB N0. BCC/SBA/RFQ/001/2021

THIS FRAMEWORK AGREEMENT is made the: 9<sup>th</sup> day of September: 2021

BETWEEN

The **Bomi Community College** (hereinafter called "the Purchaser") and  
**AMINATA and SONS, INC** (hereinafter called "the Supplier").

The Bomi Community College intends to apply a portion of its budgetary allocation to the procurement of: **PETROLEUM PRODUCTS**

### **TERMS AND CONDITIONS**

This framework agreement is based on pre-agreed unit prices as indicated in the table below for the supply and delivery of the items (hereinafter called "the Unit Prices").

N0.	Item Description	Item Description	Unit Price
1	Lot: 1	Diesel in Coupon	\$ 3.80
2	Lot: 2	Gasoline in Coupon	\$ 3.70

It is expected that the total amount of goods will be based on the allotment for Petroleum Products within the contract period. These are goods that will be required from time to time by the same agency.

As and when these items are supplied to the Purchaser, the Supplier will present for payment, invoices and delivery notes evidencing effected supply and delivery of **items** for payment.

The maximum duration of the agreement is limited to **SIX (6) MONTHS**. The unit price will remain unchanged during the period of contract.

### **DELIVERY TERMS**

This specific procurement is made throughout the term of the agreement AS FOLLOWS:

**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 referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- This Framework Agreement
- Technical Specifications
- Schedule(s) of Delivery
- List and Locations for delivery
- The Supplier's submitted quotations
- Documents evidencing delivery

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.

6. The Purchaser shall make payments to the Supplier on delivery and acceptance of the Goods as well as submission of delivery note and invoices.

**7. Technical Specifications**

The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Agreement.

**8. Warranty**

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

**9. Annex**

- Schedule of Delivery and Price Schedule

**Signature Section:**

In Witness of:

For the Purchaser: Bomi Community College

Mr. Samuel M. Dunbar

Vice President for Administration & Finance

For the Supplier: AMINATA and SON, INC

President

Date: September 9, 2021

