



Office of the Executive Director

REPUBLIC OF LIBERIA  
**ENVIRONMENTAL PROTECTION AGENCY**

P.O. Box 4024

4<sup>th</sup> Street Sinkor, Tubman Boulevard  
1000 Monrovia, 10 Liberia



**CONTRACT FOR SUPPLY OF AIR-TICKET**

between

**THE ENVIRONMENTAL PROTECTION AGENCY (EPA)**

and

**JACKIE CONTINENTAL TRAVEL AGENCY**

**EPA**

August 2022

This agreement is dated 1<sup>st</sup> August 2022

## PARTIES

- (1) **The Environmental Protection Agency**, a statutory body established under the Act Creating the Environmental Protection Agency of Liberia whose registered office is at 4<sup>th</sup> Street, Sinkor, off Tubman Boulevard, Monrovia, Liberia and represented by its Executive Director/CEO **Prof. Wilson K. Tarpeh Sr. (EPA)**; and
- (2) **Hon. Jacqueline M. Capehart Manager/CEO**, of Jackie Continental Travel Agency, Corner of Benson & Center Street, Monrovia, Liberia (Supplier).

## AGREED TERMS:

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

#### 1.1 Definitions:

**Business Day:** a day, other than a Saturday, Sunday or public holiday in Liberia.

**Commencement Date:** 1<sup>st</sup> August 2022, **Ends Date:** 31 December 2022

**Intellectual Property Rights:** patents, copyright and related rights, moral rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Products:** Air-Ticket.

**Term:** the term of the agreement, as determined in accordance with *Clause 8*.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 The schedules to this agreement form part of and are incorporated into this agreement.



## **2. PURCHASE OF THE AIR-TICKET**

2.1 During the Term, the Supplier shall supply, and the EPA shall purchase, such quantities of Air-Ticket as the EPA may order in accordance with the terms and conditions of this agreement.

2.2 The Air-Ticket supplied to the EPA by the Supplier under this agreement shall:

(a) Be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the EPA;

2.3 The Supplier shall ensure that the Air-Ticket are properly packed and secured in such manner as to enable them to reach their destination in good condition.

2.4 The Supplier shall obtain and maintain in force for the Term all licenses, permissions, authorizations, consents and permits needed to supply the Air-Ticket in accordance with the terms of this agreement.

## **3. ORDERS**

3.2 The Supplier shall use its best endeavors to supply Air-Ticket in accordance with the EPA's orders.

3.3 Each order shall:

(a) Be given in writing or, if given orally, shall be confirmed in writing within five Business Days;

## **4. DELIVERY**

4.1 Air-Ticket will be collected from the Suppliers Office by an authorized representative from the EPA.

(c) The price at which the Supplier supplies the Air-Ticket to comparable customers; and

(d) The prices at which comparable Air-Tickets are supplied by other suppliers in the open market.

## **5. TERMS OF PAYMENT:**

5.1 The Supplier shall be entitled to invoice the EPA for each order before delivery.

5.2 The EPA shall pay invoices in full or make payment to the supplier before the supply or delivery of the Air-Ticket.

5.3 All checks shall be made to the bank account nominated in writing by the Supplier and must be clear in supplies account before delivery or supplies.

6.4 All payments payable to the Supplier or the EPA under this agreement shall become due immediately on its termination. This *Clause 5.4* is without prejudice to any right to claim for interest under the law or under this agreement.

## 7. INDEMNITY:

The Supplier shall indemnify the EPA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the EPA arising out of or in connection with:

(a) Any claim made against the EPA for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Products;

(b) any claim made against the EPA by a third party arising out of, or in connection with, the supply of the Ticket, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier, its employees, agents or subcontractors; and

(c) any claim made against the EPA by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Ticket, to the extent that the defect in the Ticket is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

## 8. COMMENCEMENT AND TERM:

This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with this agreement, until the first anniversary of the Commencement Date, when it shall terminate automatically without notice (Term).

## 9. TERMINATION:

9.1 Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than one month's written notice to the other party.

9.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) The other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default not less than 45 days after being notified in writing to make such payment;

(b) The other party commits a material breach of any other term of this agreement which breach is irremediable or and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) The other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement and the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business; and

(e) Any Force Majeure Event prevents the other party from performing its obligations under this agreement for any continuous period of three months.

9.3 For the purposes of *Clause 9.2(b)*, material breach means a breach (including an anticipatory

breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement.

9.4 On termination of this agreement the following clauses shall survive and continue in full force and effect: *Clause 7* (Indemnity); *Clause 15* (Governing law); and *Clause 16* (Jurisdiction).

9.5 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

## 10. FORCE MAJEURE:

10.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

- (a) Acts of God, flood, drought, earthquake or other natural disaster; Epidemic or pandemic;
- (b) Terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (c) Nuclear, chemical or biological contamination or sonic boom; Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (d) Collapse of buildings, fire, explosion or accident; [and] Any labor or trade dispute, strikes, industrial action or lockouts.

10.2 Provided it has complied with Clause 10.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement.

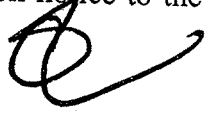
10.3 Otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

10.4 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

10.5 The Affected Party shall:

- (a) As soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) Use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.

10.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 90 days, the party not affected by the Force Majeure Event may terminate this agreement by giving 30 days' written notice to the Affected Party.



## **11. NOTICES:**

11.1 Any notice [or other communication] given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) Sent by email to the address specified by the party.

11.2 Any notice or communication shall be deemed to have been received:

(a) If delivered by hand, on signature of a delivery receipt;

(b) If sent by post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

(c) If sent by email at 9.00 am is on the next Business Day after transmission.

11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **12. ENTIRE AGREEMENT:**

12.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

12.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## **13. VARIATION:**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

## **14. COUNTERPARTS:**

This agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.



**15. GOVERNING LAW:**

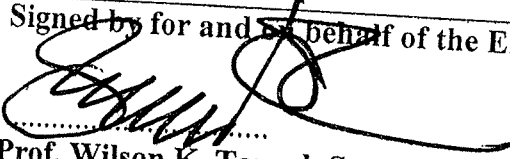
This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Liberia.

**16. JURISDICTION:**

Each party irrevocably agrees that the courts of Liberia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

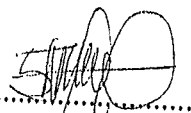
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed by for and on behalf of the Environmental Protection Agency:

  
.....  
**Prof. Wilson K. Tarpeh Sr.**


Executive Director/CEO

In the presence of:

  
.....  
**D. Angelo George**

Administrative Assistant/Chief of Staff to the Executive Director

Signed by the Supplier:

  
.....  
**Hon. Jacqueline M. Capehart**

Manager/CEO

In the presence of:

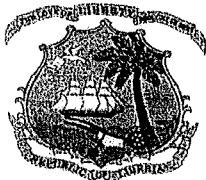
**TENNETT CURTIS**  
.....

Name:

1

Title: Ticket Agent

USD5.00 Revenue Stamps affixed in the original.



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**ENVIRONMENTAL PROTECTION AGENCY**

P.O. Box 4024  
4<sup>th</sup> Street Sinkor, Tubman Boulevard  
1000 Monrovia, 10 Liberia



July 22, 2022

ED/EPA-01/01100/22/RL

The Management  
Jackie Continental Travel Agency  
Corner of Benson & Center Street  
Montserrado, County -Liberia  
Email: [jcapehart22@yahoo.com](mailto:jcapehart22@yahoo.com)

Dear Management:

**RE: Letter of Notification -PROCUREMENT OF AIR-TICKET FOR THE  
ENVIRONMENTAL PROTECTION AGENCY (EPA)**

We make reference to our Restricted Bidding method for Air-Ticket, JRB No. EPA/RE/005/22 for (Air-Ticket) which you participated.

After reviewing your bid and verifying the specification provided by your firm on the above-cited method, we are pleased to notify you that you were **successful** at this time because you met required specification.

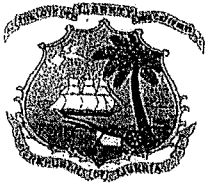
We thank you for your interest in contracting with the Environmental Protection Agency, and we encourage you to participate in future bidding processes of the Agency.

Yours sincerely,

  
**EPA**  
Prof. Wilson K. Tappah

**EXECUTIVE DIRECTOR**

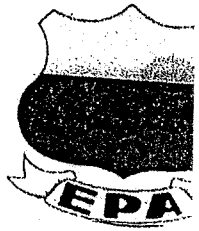
*JM. Capehart*  
07-22-22



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July 22, 2022

ED/EPA-01/01101/22/RL

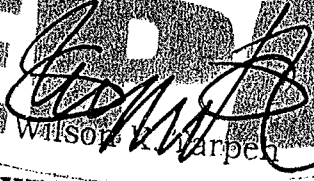
The Management  
Prime Travels  
Kabah Building, Benson Street  
Montserrado, County -Liberia

Dear Management:

**RE: Letter of Notification-PROCUREMENT OF AIR TICKET FOR THE ENVIRONMENTAL PROTECTION AGENCY (EPA)**

We make reference to our Restricted Bidding method for Air Ticket JPB No. EPA/REV/005/22 for (Air Ticket) which you participated. After reviewing your bid and verifying the specification provided by you from on the above-cited method, we are pleased to notify you that you were **unsuccessful** at this time because of past performance record. We thank you for your interest in contracting with the Environmental Protection Agency, and we look forward to doing business with you in the future.

Yours sincerely,

  
Prof. Wilson A. Warpeh  
**EXECUTIVE DIRECTOR**

*Rawlin*  
24/Aug/22



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**ENVIRONMENTAL PROTECTION AGENCY**

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July 22, 2022

ED/EPA-01/01100/22/RL

The Management  
Jackie Continental Travel Agency  
Corner of Benson & Center Street  
Montserrado, County -Liberia  
Email: jcapehart22@yahoo.com

Dear Management:


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After reviewing your bid and verifying the specification provided by your firm on the above cited method, we are pleased to notify you that you were successful at this time because you met required specification.

We thank you for your interest in contracting with the Environmental Protection Agency, and we encourage you to participate in future bidding processes of the Agency.

Yours sincerely,

  
Prof. Wilson K. Tappah  
**EXECUTIVE DIRECTOR**

## MINUTES OF PROCUREMENT COMMITTEE MEETING

### **AGREEMENT FOR THE PROCUREMENT OF AIR TICKET**

The Environmental Protection Agency through the Government of Liberia (GoL) National Budget -2022 and using the (RB) method to solicit bids for the procurement of Air Ticket for the EPA. The letter of invitation for bids was sent out on June 20, 2022. Bid were issued to four (4) bidders, out of the (4) companies, two (2) companies obtained the bidding documents and submitted their bid at the deadline of submission, which was 3: 00 pm, July 15, 2022.

On July 15, 2022, the Restricted Bidding (RB) were opened in the presence of the bidder's representatives and staffs from the Environmental Protection Agency (EPA). After carefully reviewing the submitted bid, The Evaluation panel were constituted to evaluate the submission of bids received.

The Committee met on July 20, 2022 in the Conference Room of the Executive Director of the Environmental Protection Agency (EPA). The Officer in Charge (OIC) for Procurement, stated the purpose of the meeting which was convened to review the bid for bidder for the procurement of Air Ticket. The Officer in Charge for Procurement informed the members that the Evaluation panel has recommended Jackie Continental Travel Agency for the Procurement of Air Ticket.

The committee reviewed the panel's evaluation report and recommendations, taking into consideration the eligibility, completeness and substantial responsiveness of the bidder for the Procurement of Air Ticket received by the entity through the Procurement Unit. After a careful analysis of the bid submitted by bidder, the panel evaluation report and recommendations, the committee concluded and approved the report and recommendations from the Restricted Bidding (RB) to award the contract for the Procurement of Air Ticket.

The meeting was then adjourned at 2:00pm.

Done in the Conference room, this 20<sup>th</sup> day of July A.D. 2022 by:

\_\_\_\_\_  
Prof. Wilson K. Tarpeh  
Chairman

\_\_\_\_\_  
Elizabeth Hoggard  
Member

\_\_\_\_\_  
John Jallah  
Member

\_\_\_\_\_  
Josephine F. K. Doles  
Member

\_\_\_\_\_  
Pescée T. Doe  
Secretary/Non Member

\_\_\_\_\_  
Frances B. Seydou  
Member

## MINUTES OF PROCUREMENT COMMITTEE MEETING

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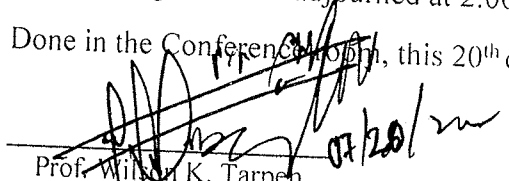
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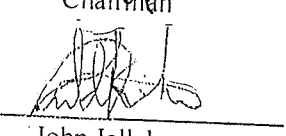
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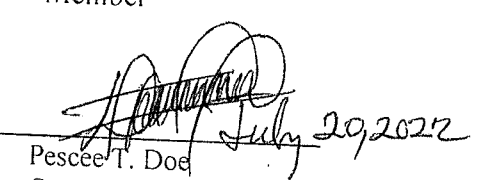
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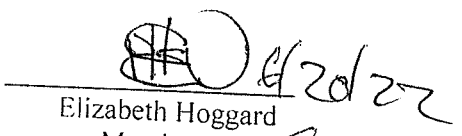
The meeting was then adjourned at 2:00pm.

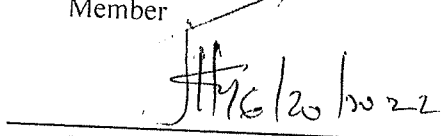
Done in the Conference Room, this 20<sup>th</sup> day of July A.D. 2022 by:


  
Prof. Wilson K. Tarpen  
Chairman

  
John Jallah  
Member

  
Pescee T. Doe  
Secretary/Non Member

  
Elizabeth Hoggard  
Member

  
Josephine F. K. Doles  
Member

  
Frances B. Seydou  
Member