

LEGAL/DOUBLE
Republic of Liberia
Montserrado County



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Office of the Notary Public
Monrovia, Liberia

NOTARY CERTIFICATE

Personally Appeared before me in my Office with the City of Monrovia, Montserrado county, Republic of Liberia, this 6TH day of JULY A.D. 2020 duly qualified and commissioned Notary Public of and in the County of Montserrado and in the Republic aforesaid the Parties to the attached Documents:

GENERATOR MAINTENANCE SERVICES AGREEMENT

BETWEEN

**THE LIBERIA MARITIME AUTHORITY
HEREIN REFERRED TO AS "AUTHORITY"**

AND

**AFRICAN AMERICAN ENEERPRISE
HEREIN REFERRED TO AS THE "SUPPLIER"**


Did In My Presence And In The Presence Of Each Other Execute And Sign Their Genuine Signature On The Said Instrument(S) To Be Person(S) They Represent And That The Same Was Made In My Presence And Declared By Each Of Them To Be Their Own Handwriting(S).

Therefore, I S. PETER DOE-KPAR Notary Public Aforesaid Have Attached My Official Signature And Notary Seal To Avail When And Where Necessary.

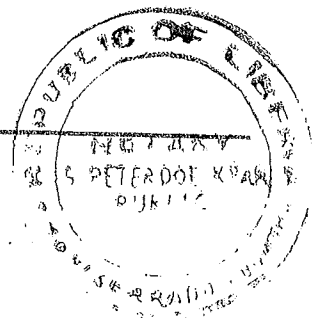
*I Have Affixed My Genuine Signature Attesting
To This Transaction By The Power Vested In Me*

SEAL

This 6TH day of JULY A.D. 2020



S. PETER DOE-KPAR
ARY PUBLIC, MONTSEERRADO COUNTY, R.L.



REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

GENERATOR MAINTENANCE SERVICES AGREEMENT

THIS FRAMEWORK AGREEMENT is made and entered this 20th day of September 2019 by and between the Liberia Maritime Authority, an autonomous agency of Government of Liberia, organized existing, and doing business under the statutory laws of the Republic of Liberia, located on Tubman Boulevard, Sinkor, and represented by its Principal Director of Administration & Legal Services Nya S. Gbaintor, Esq., of the City of Monrovia, County of Montserrado, Republic of Liberia, hereinafter referred to as "Authority", and African American Enterprise, a business duly organized and existing under the laws of the Republic of Liberia, located at Randall Street, Monrovia, Liberia and represented by its Sales Manager Mr. Ibrahim Mahmoud, also of the City of Monrovia, Liberia, hereinafter referred to as "Supplier". Both LiMA and Supplier are hereinafter individually referred to as "party". And collectively as "the Parties".

RECITALS

WHEREAS the Authority placed an offer (National Competitive Bidding IFB NO. LiMA/NCB/003/19/20 in local newspapers seeking bids from Generator Maintenance Service providers to provide Generator Maintenance Services to the Authority for the 2019-2020 fiscal year; and

WHEREAS, the Supplier responded to the bid solicitation with a sealed bid expressing its interest to supply the Authority with Generator Maintenance Services for the period; and

WHEREAS, the Authority selected Supplier as the vendor for the supply of its Generator Maintenance Services after a careful review of the bids submitted by the bidders and the due diligence it performed as required by the Amended PPCC Act of 2010 to verify the information contained in the bids as meeting its technical specifications; and

WHEREAS, in like manner, the Supplier has accepted to supply the Authority with Generator Maintenance Services under the terms and condition of this Agreement and will use its best efforts irrespective of constraints it may face by unexpected circumstances beyond its control to provide constant supply of Generator Maintenance Services to the Authority at a competitive market price.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, the Parties agree as follows:

Article I

Award

The Authority, after receiving, reviewing, and evaluating various sealed bids it received in response to its National Competitive Bidding IFB NO. LiMA/NCB/003/19/20, hereby agrees and awards and by these presents does award this contract to the Supplier to supply Generator Maintenance Services to the Authority under the terms and conditions of the Agreement.

Article II

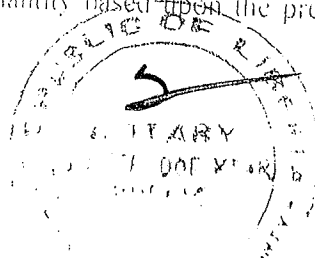
Term

It is mutually agreed and understood by the Parties that the term of this Agreement shall be for the certain period commencing the 20th day of September of 2019 and ending on the 30th day of June 2020. At the end of this term, the Parties may agree to renew extend this Agreement of terms and conditions to be agreed

Article III

Scope of performance

It is mutually agreed and understood that for and in consideration of the payment to be made by the Authority under this Agreement, the Supplier agrees to supply the Authority with its Generator Maintenance Services requirements in accordance with the technical specifications prescribed in the National competitive Bidding IFB NO. LiMA/NCB/003/19/20. The Supplier shall only supply Generator Maintenance Services to the Authority in quality and quantity based upon the presentation of a signed purchase order by the Authority.



Article IV
Payment

It is mutually agreed and understood by the Parties that the Authority shall make payment for the total value of the contract, on a need basis to the Supplier at least thirty (30) days after the services are rendered and upon the submission of an Invoice and Delivery Note to the Authority by the Provider.

Article V
Warranty

It is mutually agreed and understood by the Parties hereto that the Authority has the right to reject and return any or all Generator Maintenance Services supplied which are faulty and/or below the standard requested for within thirty (30) days of delivery by the Supplier to the Authority.

The Provider agrees and warrants to replace any, or all returned items with goods of the quality requested for by the Authority.

Article VI
Independent Contractor

It is mutually agreed and understood by the Parties hereto that the Provider is an independent contractor and that this Agreement in no way or form creates an employer-employee relationship between the Authority and the Provider. The Provider shall continue to be independently responsible for its obligations and no obligation may be transferred to the Authority by this Agreement.

Article VII
Termination

It is mutually agreed and understood that the failure of the Provider or the Authority to perform its obligations in strict adherence to the terms, conditions and stipulations of this Agreement, shall subject same to termination by either party upon given four (4) weeks written notice to the Party in breach and if the Party so being notified, fails to rectify said breach within two (2) weeks period of the notice.

Notwithstanding, the Authority reserves the right to terminate this Contract by giving two (2) weeks written notice to the Provider, which notice shall be addressed to the Provider on his/her address hereunder:

SUPPLIERS'S ADDRESS
RANDALL STREET
MONROVIA, LIBERIA

Article VIII
Force Majeure

In the event of force majeure, the Parties mutually agree that this Framework Agreement shall be suspended until such period of force majeure is abated and normal conditions are restored.

Force majeure is herein defined as natural disasters, acts of God, war, civil disturbance or other events beyond the Parties' control that may hinder, delay or make impossible performance of this Agreement. Whatever time is lost because of force majeure shall be added to the life of this Agreement, given that the Authority is promptly informed through documentary evidence of the force majeure circumstances.

Article IX
Notices

It is mutually agreed and understood by the Parties hereto that all notices shall only be deemed served if such notice is delivered in writing to the address of each party.

Article X
Modification

This instrument contains the whole agreement between the parties hereto. There are no terms, obligations, covenants or conditions other than those set forth herein. No modification or verification hereof shall be valid unless it is expressly agreed and approved by the parties in writing. This Agreement supersedes all other communications either written or oral in connection with the assignment.

