

(REPUBLIC OF LIBERIA
MONTSERRADO COUNTY)

AGREEMENT FOR THE SUPPLY OF PIPES AND FITTINGS

The Agreement made and entered in this 22 day of October, 2021, by the Liberia Water & Sewer Corporation (LWSC) represented by and through its **Managing Director, Duannah A. Kamara** of the City of Monrovia, Montserrado County, Republic of Liberia, hereinafter referred to as the **BUYER** and **Omega Supply** organized and existing under the laws of the Republic of Liberia, represented by its **General Manager, Abdallah Mansour** also of the City of Monrovia, Montserrado County, Republic of Liberia, hereinafter referred to as **SUPPLIER**, hereby:

WITNESSETH:

WHEREAS, the Liberia Water & Sewer Corporation (**BUYER**) is in need of reliable supplier of **pipes and fittings** to be used in the performance of its statutory functions, which includes the provision of safe drinking water to the residents of Monrovia and eventually the entire country with contract number **IFB#: LWSC/NCB/001/20/21**; and

WHEREAS, the **BUYER** through the National Competitive Bidding process sought to identify a suitable supplier with the requisite know-how and experience, as per bid requirement to deliver, upon request or immediately the needed pipes and fittings as indicated in the bidding documents which shall form a cogent part of this Agreement; and

WHEREAS, the **BUYER**, in keeping with the requirements of the Public Procurement Concessions Act, invited Tenders for certain goods, is supply of pipes and fittings; and has accepted a Tender by the Supplier for the supply of those goods; and

WHEREAS, **Omega Supply Chain**, (**SUPPLIER**), a Liberian Corporation, registered under the Liberian Corporation Laws and having its registered office Byepass, Monrovia, Liberia participated in the bidding process by submitting **Bid**; and

WHEREAS, following careful and thorough analysis of all bids submitted for the supply of pipes and fittings, the **SUPPLIER** was selected as the most suitable entity to supply the needed quantity and quality of pipes and fittings; and

WHEREAS, the **SUPPLIER** has agreed to provide the required goods upon terms and conditions agree upon;

NOW THEREFORE, with the view of realizing and putting into effect the agreement for the procurement and supply of the required quantity and quality of pipes and fittings, the parties hereto covenant and mutually agree to the following terms and conditions:

ARTICLE I- THE AWARD

The **BUYER** agreed to award to the supplier, this contract to supply pipes and fittings as stated in this Agreement, "LWSC's specifications are made a part hereof by reference".

ARTICLE II-ACCEPTANCE

The supplier realizing and cognizant of the urgent needs and requirements the **BUYER** hereby accept, agree, and covenant to supply the required quantities and quality of pipes and fittings as per the specifications stipulated in the Bidding Documents.

No.	Specification	qty	U/P	T/P	C/NC
1	PVC Pipe 16"	8	1,300.00	10,400.00	C
2	PVC Pipe 12"	2	750.00	1,500.00	C
3	Repair Sleeve (Stainless Steel) 8"	3	950.00	2,850.00	C
4	PVC pressure Pipe 6"	10	150.00	1,500.00	C
5	PVC Coupling 6"	10	45.00	450.00	C
6	Elbow 90° 6"	3	45.00	135.00	C
7	Elbow 45° 6"	3	45.00	135.00	C
8	Tee 6"	3	45.00	135.00	C
9	Reducer 6" x 4	3	45.00	135.00	C
10	Repair Sleeve (Stainless Steel) 6"	7	350.00	2,450.00	C
11	Heavy Duty Gate Valve 6"	3	450.00	1,350.00	C
12	PVC Pressure Pipe 4"	33	65.00	2,145.00	C
13	PVC Coupling 4"	33	15.00	495.00	C
14	Elbow 90° 4"	5	15.00	75.00	C
15	Elbow 45° 4"	5	15.00	75.00	C
16	Tee 4"	5	15.00	75.00	C
17	Union 4"	5	25.00	125.00	C
18	Repair Sleeve (Stainless Steel) 4"	5	250.00	1,250.00	C
19	Carpenter Saw	1	4.00	4.00	C
20	Dewatering pump 2",	1	200.00	200.00	C
21	Sets of Sockets and Rackets	1	200.00	200.00	C
22	Set of Pipe Cutter	1	200.00	200.00	C
23	2.5KVA Generator	1	250.00	250.00	C
24	Safety Helmets	13	5.00	65.00	C
25	Pipes Wrench 24"	1	45.00	45.00	C
26	Pipes Wrench 12"	1	25.00	25.00	C
27	Pipes Wrench 14"	1	30.00	30.00	C
28	Pipes Wrench 18"	1	20.00	20.00	C
29	Adjustable Wrench	1	20.00	20.00	C
30	Grip Plier	1	10.00	10.00	C
31	Pump Plier	1	15.00	15.00	C
32	Hack Saw Frame	1	5.00	5.00	C
33	Hack Saw Blade pack	3	5.00	15.00	C
34	Shovels	10	8.00	80.00	C
35	Diggers	5	5.00	25.00	C
36	Flat Chisel	1	4.00	4.00	C
37	Point Chisel	10	4.00	40.00	C
38	Spanners set	1	250.00	250.00	C
39	Dice set	1	200.00	200.00	C
40	Hand Gloves	10	3.00	30.00	C
41	Hammer lbs	3	3.00	9.00	C
42	Hammer lbs 5 lb	4	10.00	40.00	C

43	Hammer lbs 10lb	6	18.00	108.00	C
44	Hammer lbs 12lb	7	25.00	175.00	C
45	Philips Screw Driver	1	10.00	10.00	C
46	Flat Screw Driver	1	10.00	10.00	C
47	Rubber Bucket	1	5.00	5.00	C
48	Crow Bar	1	5.00	5.00	C
49	Measurement Tape 165ft	2	15.00	30.00	C
50	Overhaul (Body booth)	13	25.00	325.00	C
51	Gate Valve Heavy Duty 4"	3	150.00	450.00	C
52	PVC Reducer 4"x2"	3	15.00	45.00	C
53	PVC Pressure Pipe 2"	67	18.00	1,206.00	C
54	Coupling 2"	67	2.50	167.50	C
55	Elbow 2" 90°	7	2.50	17.50	C
56	PVC Elbow 2" 45°	7	2.50	17.50	C
57	PVC Tee 2"	7	2.50	17.50	C
58	Union 2"	3	8.00	24.00	C
59	Adaptor 2"	7	2.50	17.50	C
60	Gate Valve 2"	3	12.00	36.00	C
61	Galvanized Cap 2"	10	5.00	50.00	C
62	Galvanized Plug 2"	10	5.00	50.00	C
63	Galvanized Nipple 2"	3	5.00	15.00	C
64	Galvanized Cap 1"	10	2.00	20.00	C
65	Galvanized Cap ¾"	10	0.80	8.00	C
66	Galvanized Plug ¾"	10	0.80	8.00	C
67	CL Pipe Tapping Machine	1	150.00	150.00	C
68	CPVC Glue Cartoon	3	150.00	450.00	C
69	UPVC Ball Valve 1"	67	5.00	335.00	C
70	UPVC Elbow 1"	67	1.00	67.00	C
71	UPVC Elbow 1"	67	1.00	67.00	C
72	UPVC Adaptor ¾"	67	0.80	53.60	C
73	UPVC Cap 1"	67	1.00	67.00	C
74	UPVC Cap ¾"	73	0.80	58.40	C
75	UPVC Coupling 1"	73	1.00	73.00	C
76	UPVC Coupling ¾"	73	0.80	58.40	C
77	UPVC Pipe 1"	67	10.00	670.00	C
78	UPVC Pipe 1 ¼"	67	14.00	938.00	C
79	UPVC Pipe 1 ½"	67	15.00	1,005.00	C
80	UPVC Coupling 1 ¼"	67	2.50	167.50	C
81	UPVC Coupling 1 ½"	67	2.50	167.50	C
82	UPVC Ball Valve 1 ¼"	15	17.00	255.00	C
83	UPVC Ball Valve 1 ½"	17	15.00	255.00	C
84	UPVC Ball Valve ¾"	23	5.00	115.00	C
Total				34,831.90	

ARTICLE III - PRODUCT DELIVERY

The SUPPLIER shall source, supply and deliver the pipes and fittings to the Buyer place of business in Fiamah as an agreed upon by the Parties.

ARTICLE IV- PAYMENT TERM

It is mutually agreed and understood by the parties that the contract value herein awarded is based on the total amount of **US\$ 34,831.90 (Thirty-Four Thousand Eight Hundred Thirty-One United States Dollars Ninety Cents)**, or its equivalent in Liberian Dollars (LD); as quoted by the Supplier and above indicated quantities, which include costs, and other charges that may be imposed by the Government of the Republic of Liberia;

- a) LWSC shall undertake to pay an initial 50% of the amount of every Purchase Order to the supplier before supplies can be made and the balance shall be paid one week after the delivery based on the unit cost and quantities requested by Purchaser.
- b) The supplier agrees to deliver the pipes and fittings immediately upon the request by the purchaser.

ARTICLE V- CONTRACT PERIOD

The Agreement shall be for a period of Three (3) months, commencing as of October, 2021 and up to December, 2021.

ARTICLE VI-COMMUNICATION

All notices, demands, instructions, proposals emanating from the BUYER to the supplier under the terms of the Agreement shall be in writing and under the signature of the Managing Director or a duly authorized representative of the BUYER. All notices, demands, proposals, and claims emanating from the SUPPLIER to the BUYER under the terms of the Agreement shall be in writing and under the signature of its Operations Manager or a duly authorized representative.

ARTICLE VII-RESOLUTION OF DISPUTES

If any dispute or difference of any kind (a Dispute") arises between the BUYER and the Supplier in connection with, or arising out of this Agreement, the both within thirty (30) days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of the BUYER and the Supplier shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within five (5) Business Days, the Dispute shall be referred within two (2) Business Days of the elapse of the five (5) Business Days to the designated representatives of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the designated representatives for BOTH have had at least five (5) Business Days to resolve the Dispute following referral of the Dispute to them. If the parties are unable to resolve the Dispute using the procedure described in this section, either party may deliver notice to the other party of its intent to submit the Dispute to arbitration ("Arbitration Notice"). The Arbitration Notice shall include the specific issues concerning the Dispute that must be resolved by the arbitration.

ARTICLE VIII-PROVISIONS FOR DEFAULT AND TERMINATION

In the event, the Supplier defaults in the supply of the pipes and fittings as required under the terms and conditions stipulated in the contract: the supplier on a weekly basis will forfeit **0.5%** of his **Performance Bond**. If this delay persists for not only a period of one (1) week but exceeding two (2) weeks, the contract will be terminated and the forfeiture of the Performance Security by the Supplier.

In the event of Force Majeure, an agreement of termination should come into force at the acquiescence of both parties as long as such event (s) persists.

ARTICLE IX: OTHER PROVISIONS

Amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both parties.

All notices and other communications (collectively "Notices") required or permitted under this Agreement shall be in writing and shall be given to each party at its address. All Notices shall be (i) delivered personally or (ii) sent by electronic mail.

Governing Laws “This Agreement is executed in Liberia and the Laws of the Republic of Liberia shall govern its interpretation and effect”.

ARTICLE X - BINDING CLAUSE

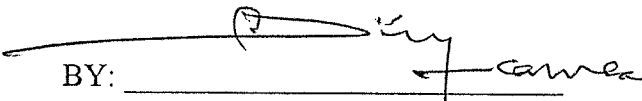
This contract is binding on the parties hereto, their successor in business, legal representatives, and assigns as if they were specifically mentioned herein.

“IN WITNESS WHEREOF, THE PARTIES have executed this Agreement at the City of Monrovia, Republic of Liberia, on the day and year first above written.

IN THE PRESENCE OF:

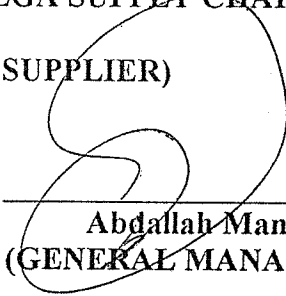
FOR: LIBERIA WATER AND SEWER CORPORATION

(BUYER)

BY: 
Hon. Duannah A. Kamara
MANAGING DIRECTOR

FOR: OMEGA SUPPLY CHAIN

(SUPPLIER)

BY: 
Abdallah Mansour
(GENERAL MANAGER)