

REPUBLIC OF LIBERIA
MONTERRADO COUNTY

AGREEMENT FOR THE SUPPLY OF PETROLEUM PRODUCTS – LOT 1

This Agreement made and entered into this 31st day of January 2020 by the Liberia Water & Sewer Corporation (LWSC) represented by and through its **Managing Director, Hon. Duannah A. Kamara** of the City of Monrovia, Montserrado County, Republic of Liberia, hereinafter referred to as the **BUYER** and **Mayoubah & Sons Inc.** an enterprise organized and existing under the laws of the Republic of Liberia represented by its **Chief Executive Officer, Mr. Amadu Sheriff** 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 supply of Petroleum Products 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; and

WHEREAS, the **BUYER** through the National Competitive Bidding Method 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 Petroleum Products as indicated in the bid 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 Bids for the supply of Petroleum Products ; and has accepted a bid by the Supplier for the supply of those goods; and

WHEREAS, Mayoubah & Sons INC. (**SUPPLIER**), a Liberian Corporation, registered under the Liberian Corporation Laws and having its registered office at, Free Port Bushrod Island, participated in the bidding process by submitting BIDS, inclusive of a priced Schedule; and

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

WHEREAS, the selection of the **SUPPLIER** has been approved by the Public Procurement Concessions Commissions (PPCC); and

WHEREAS, the **SUPPLIER** has agreed to provide the required goods upon terms and conditions agreed 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 Petroleum Products, the parties hereto covenant and mutually agree to the following terms and conditions:

ARTICLE I- THE AWARD

The Liberia Water and Sewer Corporation agreed to award to the supplier, this contract to supply the following items (Petroleum Products) up to the quantities stated herein:

Lot No.	Description	Quantity	Location	Qty	Unit	Unit Price	Total Price
1	Fuel Gallons	90,000 Gallons	Fiamah	24,000	Gallons	3.62	86,880.00
			White Plains	30,000	Gallons	3.72	111,600.00
			Central Office	12,000	Gallons	3.62	43,440.00
			Kakata	12,000	Gallons	3.72	44,640.00
			Buchanan	12,000	Gallons	3.83	45,960.00
Tottal							332,520.00

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ARTICLE II-ACCEPTANCE

The supplier realizing and cognizant of the urgent needs and requirements of the Liberia Water and Sewer Corporation hereby accept, agree and covenant to supply the required quantity and quality of petroleum products.

It is mutually agreed and understood by the parties that the contract value herein awarded up to the total amount **USD 332,520.00 (Three Hundred Thirty Two Thousand Five Hundred Twenty United States Dollars)** or its equivalent in Liberian Dollars as per the prevailing Central Bank of Liberia Rate (LOT 1) Bulks Fuel and above indicated quantities, which include costs and insurance, devoid of all duties, levies or other charges that may be imposed by the Government of the Republic of Liberia. Total quantity of Petroleum Products shall vary according to the changes in the Government of Liberia approved price for petroleum products.

- a) LWSC shall undertake to pay for the quantity of each petroleum product upon receipt of original copies of duly signed and stamped invoices, delivery notes and receiving reports from the supplier and the LWSC Administrative Department.

ARTICLE IV-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 Corporation.

All notices, demands, proposals and claims emanating from the supplier to the buyer shall be in writing and under the signature of its Chief Executive or a duly authorized representative.

ARTICLE V-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 which must be resolved by the arbitration.

ARTICLE VII: OTHER PROVISIONS

Section 7.1- Amendments. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both parties and all other signatories to this agreement.

Section 7.2- Notices. 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

Section 7.3- Governing Laws. This Agreement is executed in Liberia and the Laws of the Republic of Liberia shall govern its constructions, interpretation and effect.

PRIVITY

This agreement shall be binding on the parties, their assigns or successors as though they were the signatories to the original agreement.

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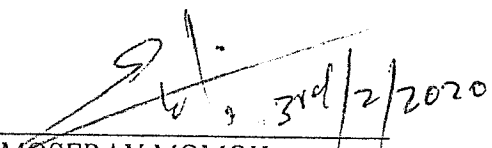
IN WITNESS WHEREOF, THE PARTIES have executed this Agreement at the City of Monrovia, Republic of Liberia, on the day and year first above written above.

IN THE PRESENCE OF:

FOR: LIBERIA WATER AND SEWER CORPORATION
(LWSC BUYER)

BY: 

HON. DUANNAH A. KAMARA
MANAGING DIRECTOR

WITNESSED BY: 

MOSERAY MOMOH
DEPUTY MANAGING DIRECTOR FOR ADMINISTRATION

FOR: Mayoubah & Sons Inc.
(SUPPLIER)

BY: 

MR. AMADU SHERIFF
CHIEF EXECUTIVE OFFICER

APPROVED BY: 

HON. SAMUEL D. TWEAH JR.
MINISTER OF FINANCE
AND DEVELOPMENT PLANNING

ATTESTED BY: 

CLLR. FRANK MUSAH DEAN JR.
MINISTER OF JUSTICE R/L

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