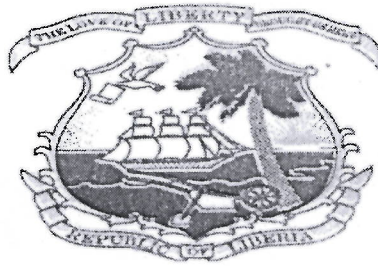


REPUBLIC OF LIBERIA

Public Procurement and Concessions Commission (PPCC)



CONTRACT No.: IFB No. PPCC/RFQ/005/2022

Cleaning Material Supply Framework Agreement

Between the

Public Procurement and Concessions Commission

Capitol Hill, Executive Mansion Grounds

Monrovia, Liberia

And

Harbel Supermarket Corporation
Randal Street, Monrovia, Liberia



Date: February 22, 2022

Republic of Liberia
Montserrado County

THIS CONTRACT is made and entered into by and between the **Public Procurement and Concessions Commission (PPCC)**, Executive Mansion Grounds, Monrovia, Liberia represented by its **Executive Director/CEO, Atty. Jargbe Roseline Nagbe Kowo** (herein after known and referred to as the “Purchaser”) and, party of the first part and Harbel Supermarket Corporation of Randall Street, Monrovia, Liberia represented by its **Vice President, Mr. Najib Tannous** (herein after known and referred to as the “service provider”) of the other part.” The Service Provider and PPCC are hereinafter jointly referred to as the “Parties” and individually as the “Party”, hereby:-

WITNESSETH:

WHEREAS, in keeping with the PPC Act, the PPCC sent out Request for Quotations for general office consumable (food stuff) (**IFBNo. PPCC/RFQ/001/2022**) for the fiscal year 2022;

WHEREAS, the service provider and others submitted quotations to participate in the competitive procurement process;

WHEREAS, an evaluation of the submissions was done in keeping with criteria streamlined in the Request for Quotation issued to bidders and Harbel Supermarket Corporation emerged as the most responsive bidder;

WHEREAS, PPCC offers the service provider this contract (**IFB No. PPCC/001/2022**) on the basis of being the most responsive bidder and the Service Provider has accepted said framework agreement;

WHEREAS, the Service Provider is a company engaged in the sales of general office cleaning material supplier within the Republic of Liberia;

WHEREAS, the Purchaser is a public entity that is by law responsible for regulating compliance of public entities to the provisions of the Public Procurement and Concessions Act (PPCA);

WHEREAS, the Purchaser has requested the Service Provider, and has agreed to deliver the services herein described on terms and conditions stated hereunder;

WHEREAS, the Service Provider has represented to the Purchaser that he/it possesses the requisite skills and capacity required to provide the herein described services to the Client;

NOW, THEREFORE, for and in consideration of the cost, promises, covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Obligations of Supplier:

During the contract period, upon issuance of relevant purchase order by the Purchaser from time to time, the service provider shall in a timely manner deliver the services specified therein. The Purchaser shall designate an officer to coordinate the services to be performed.

2. Contract Price:

That the Purchaser shall pay for such goods at the price agreed upon as in the quotation (as attached) leading to this agreement following inspection, delivery or upon completion and verification of the service.

3. Delivery:

Delivery shall be made immediately upon signing of contract and issuance of the LPO.

4. Schedule of payments:

That payment shall be made after signing of contract, issuance of LPO and delivery or performance of service.

5. Duration:

That this Framework Agreement shall operate for a period of one fiscal year commencing on January 1, 2022 up to December 31, 2022.

6. Conditions of Contract:

In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of contract attached below. The following document shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- i. This Agreement
 - ii. Technical Requirements
 - iii. Schedule(s) of Delivery
 - iv. List and Locations for Delivery
 - v. The supplier's submitted Quotations
 - vi. Documents Evidencing Delivery
7. In consideration of the payments to be made by the purchaser to the Supplier, the vendor hereby covenants with the purchaser to provide or perform the goods and /or to remedy defects therein in conformity in all respects with the provisions of the contract.
8. The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods 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.
9. Any unexcused delay by the supplier in the performance of its delivery, obligations shall render the Service provider liable to a minimum penalty of 0.5% of the delivery price of the delayed Services for each week of delay, until actual delivery up to a maximum deduction of 10% of the delayed services and in addition to the termination of the contract for default.
10. Once the purchaser terminates the contract in whole or in part, the purchaser may procure upon such terms and in such manner, as it deems appropriate acquire goods similar to those and the Supplier shall be liable to the purchaser for any excess costs.

11. Dispute Resolution:

In the event any dispute relating to, arising out of or in connection with this Contract, or its construction, operation, termination or cancellation, the Parties shall attempt an amicable settlement of such dispute by means of negotiation. If the Parties cannot resolve the dispute within a reasonable period of not less than thirty (30) days, then either Party may submit the dispute to a court of competent jurisdiction in accordance with the laws of the Republic of Liberia.

12. Applicable Law

The Law applicable to this contract shall be the Laws of the Republic of Liberia.

13. Taxes and Duties

The Service provider shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the Government of Liberia.

14. Warranty

The Service provider shall:

- a. Make such changes, modification and/or additions to the service or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract as its own cost and expense and to carry out further tests. Or
- b. Pay liquidated damages to the purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.50% of the contract price per day up to a maximum of 10% and thereafter, the contract shall be terminated.

- b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.50% of the contract price per day up to a maximum of 10% and thereafter, the contract shall be terminated.
- c. The period for correction of defects in the warranty period is 20 days after notification of defect.

15. Force Majeure

If as a result of Force Majeure any Party is rendered unable to carry out its obligations under this Agreement, the Party claiming Force Majeure shall notify the other Party of the Force Majeure within a reasonable time after the occurrence of the facts relied on and shall keep the other Party informed of all significant developments. The obligations of the Party shall be suspended during the Force Majeure period. The affected party shall use all reasonable diligence to remove or overcome the Force Majeure situation as quickly as possible.

16. Termination

That this Agreement may be terminated by either party at any time prior to its end date, provided that a thirty (30) day prior written notification of discontinuance or termination is issued to the other party before the effective date of discontinuance or termination.

17. The Agreement

This Agreement shall constitute all the agreements and representations made by the Parties to each other, and shall not be construed otherwise than those terms and conditions set forth herein. No modification or alteration of this Agreement shall be valid unless evidenced by the expressed written agreement duly signed by both Parties.

18. Notices:

- a) Purchaser’s address for notice purposes:

Atty. Jargbe Roseline Nagbe Kowo
Executive Director/Chief Executive Officer (CEO)
Public Procurement and Concessions Commission
Executive Mansion Grounds
Email: rnagbe@yahoo.com

- b) Service Provider’s address for notice purposes:

Mr. Najib Tannous
Vice President
Harbel Supermarket Corporation
Benson Street
Monrovia, Liberia

19. Validity of the Agreement:

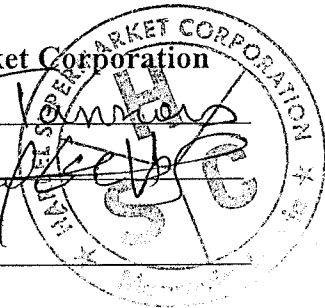
This Agreement shall not be valid and binding unless it is signed and stamped by the legal and sufficient authority of the Parties.

In Witness Whereof, The Parties Have Hereunto Set Their Hands And Affixed Their Signatures On The Day, Month And Year First Written Above.

Service Provider:

Harbel Supermarket Corporation

Name: Najib Tannous
Title: _____
Witnessed by: [Signature]
Name: _____
Title: _____



Purchaser:

Public Procurement & Concessions Commission

Name: [Signature]
Title: CEO
Witnessed by: _____
Name: _____
Title: _____

HERBEL SUPERMARKET CORP
RANDAL STREET
PHONES : 0888878880-0886511114
ACCOUNTING: 0777666223
OFFICE:0886260155-WHOLESALE:0886674444
EMAIL : hscgn1@GMAIL.COM



PROFORMA

DATE: 19/01/2022
DELIVERY DATE: 19/01/2022
INVOICE NO 52/2022/7
SALESMAN
7 RANDAL
PAGE: 1/1

ACCOUNT NO: 411080000021	CONTACT PERSON:
ACCOUNT NAME: PUBLIC PROCUREMENT CONCESSIONS	TEL:
ADRESS: PPCC	VALIDITY: 0
	PO.NO: RFQ/01/2022

ITEM NO	ITEM NAME	PACK	QTY	PRICE	DISC	TOTAL
2311308030001	KUMBA SOFT TISSUE 2 PLY x 50 ROLL/SAC	1	1	22.00		22.00
5283007800124	CLORA SUPER BLEACH 1 L x 12 BTL/CT	1	1	14.50		14.50
8880027230	EL HELAL HARD BRUSH BROOM x STICK x 12 PCS	1	1	33.00		33.00
8888880001407	COTTON CLEANING DUST TOWEL x 12 PCS	1	1	18.00		18.00
8711575111184	SPRITEX INSECT SPRAY 400 ML x 24 CAN/CT	1	1	56.00		56.00
8888880005658	POP TIDE SOAP x 150 PCS/CT	1	1	8.00		8.00
5285003520952	LEADER LIQUID DISINFECTANT 450ML x 18 BTL	1	1	34.00		34.00
8692641045353	T. AUTOMATIC AIR FRESHNER REFILL x 24CAN	1	1	48.00		48.00
3880001346	UAE SOFT BROOM & STICK x 12 PCS	1	1	23.00		23.00
8888880003128	COTTON SUPER FLOOR MOP & STICK x PC	1	1	2.95		2.95
8888880002749	AKC RED HARD BROOM 6 ROW & STICK x 12 PC	1	1	39.00		39.00
8888880042127	H/DUTY WOODEN HARD HAND BRUSH x 12 PCS	1	1	12.00		12.00
8888880039981	ST.STEEL TEA SPOON x 12 PCS/PK	1	1	3.75		3.75
8888880002923	PORCELAINE TEA & COFFEE MUG 200 ML x 12 PCS	1	1	22.00		22.00
0850005911845	SUAVE HAND SANITIZER 236 ML x 12 BTL	1	1	12.00		12.00

NOTE:IFBNO. PPCC/RFQ/01/2022
SUPPLY OF CLEANING MATERIALS

Gross Total: 348.20

TOTAL USD : 348.20

YOUR SIGNATURE MEANS YOU RECEIVE THE GOODS IN FULL
AND IN GOOD CONDITION

PREPARED BY: [Signature]
TEL:
SIGNATURE:

RECEIVED BY:
TEL:
SIGNATURE:

PUBLIC PROCUREMENT
PP
PROCUREMENT
UNIT
CC
CONCESSIONS COMMISSION

APPROVED BY:
TEL:
SIGNATURE: