

REPUBLIC OF LIBERIA

Public Procurement and Concessions Commission

(PPCC)



CONTRACT No.: IFB No. PPCC/RFQ/09/19/20

Cleaning Materials Supply Framework Agreement

Between the

**Public Procurement and Concessions Commission
Capitol Hill, Executive Mansion Grounds
Monrovia, Liberia**

And

**Harbel Supermarket Corporation
Benson Street, Monrovia, Liberia**

Date: September 25, 2019

THIS AGREEMENT is made and entered into this 25th day of September, A.D. 2019 by and between the Public Procurement and Concessions Commission (PPCC), Executive Mansion Grounds, Monrovia, Liberia represented by its Executive Director/CFO 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 Benson Street, Monrovia, Liberia, represented by its Vice President Mr. Najib Tannous (herein after known and referred to as the "Service Provider") and Party of the Second Part. The Service Provider and Purchaser are hereinafter jointly referred to as the "Parties" and individually as the "Party", hereby:-

WITNESSETH:

WHEREAS, in keeping with the Public Procurement & Concessions Act, 2010 (PPCA, 2010), the Public Procurement & Concessions Commission (PPCC) sent out Request for Quotations (RFQ) for Serach Cards supplies under **IFB No. PPCC/RFQ/009/19/20** for the fiscal year 2019/2020;

WHEREAS, the Service Provider along with other bidders 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, Purchaser offers the Service Provider this Agreement (**IFB No. PPCC/RFQ/009/19/20**) 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 and supply of Cleaning Materials 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 & Concessions Act, 2010 (PPCA, 2010);

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

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

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

1. Obligations of Service Provider

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 supply the quantity of Cleaning Materials specified in the LPO.

2. Contract Price

That the Purchaser shall pay for such services at the prices quoted in the Service Provider's quotation and made a part of this Agreement following the issuance of relevant LPOs, inspection, delivery or upon completion and verification of the services.

3. Delivery

Delivery of the services shall be made immediately upon signing of Agreement and issuance of the LPO. The Purchaser shall designate an officer or officers to coordinate the services to be performed.

4. Schedule of payments

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

That this Agreement shall operate for a period commencing from September 25, 2019 up to June 30, 2020.

5. Duration

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 documents shall constitute the Agreement between the Purchaser and the Service Provider, and each shall be read and construed as an integral part of the Agreement:

- i. This Agreement
- ii. Technical Requirements
- iii. Conditions of Contract
- iv. Schedule(s) of Delivery
- v. List and Locations for Delivery
- vi. The Service Provider's submitted Quotations
- vii. Documents Evidencing Delivery

7. In consideration of the payments to be made by the Purchaser to the Service Provider, the Service Provider hereby covenants with the purchaser to provide or perform the services 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 Service Provider in consideration of the provision of the services 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 Agreement.

9. Any unexcused delay by the Service Provider 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 Agreement for default.

10. Once the Purchaser terminates the Agreement in whole or in part, the Purchaser may procure upon such terms and in such manner, as it deems appropriate service similar to those and the Service Provider 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 Agreement, 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 Agreement 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.
- c. The period for correction of defects in the warranty period is 20 days after notification of defect.

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: magbe@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: Vice President
Witnessed by: P. Morris Lockett
Name: P. Morris Lockett
Title: H.R. Manager

Purchaser:

Public Procurement & Concessions Commission
Name: [Signature]
Title: [Signature]
Witnessed by: [Signature]
Name: [Signature]
Title: [Signature]