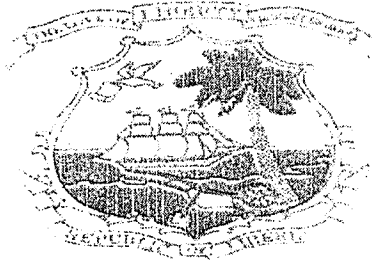


REPUBLIC OF LIBERIA

Public Procurement and Concessions Commission
(PPCC)



CONTRACT No.: IFB No. PPCC/PROJ/SS/01/20/21

After Sales Generator Maintenance Service Framework Agreement

Between the

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

And

Technotec Inc.
Randal Street, Monrovia, Liberia

Date: August 7, 2020

Republic of Liberia
Montserrado County

THIS CONTRACT is made and entered into this ~~7th day of August~~, 2020 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 or Party of the First Part") and Chief Executive Officer, Mr. Chief Executive Officer, TECHNOTECH, INC., (herein after known and referred to as the "Service Provider or Party of the Second Part") of Randal Street, Monrovia, The Purchaser and Service Provider 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 the procurement of Generator (IFB No. PPCC/PROJ/SS/01/20/21) for the fiscal year;

WHEREAS, the Service Provider/ Vendor submitted quotation (with a warranty period of one year) for the supply of a 100KVA Perkins generator for use by the Purchaser;

WHEREAS, an evaluation of the submissions was done in keeping with criteria set forth in the Request for Quotation issued to the Service Provider/ supplier (Technotech, Inc);

WHEREAS, the PPPCC/Purchaser offers the Service Provider/Vendor this contract (IFB No. PPCC/PROJ/SS/01/20/21) on the basis of being responsive to the schedule of requirements stipulated in the solicitation document issued;

WHEREAS the Service Provider has accepted said contract to deliver the generator and provide after sales services for the 100KVA Perkins generator during the warranty period of one year;

WHEREAS, the Service Provider is a company engaged in the supply, repairs and maintenance service of generator 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 to provide services, and has agreed to provide the herein described services 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 fees, promises, covenants and agreements set forth herein, the Parties hereby agree as follows:

1.1 Obligations of Service Provider :

That 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 spare parts and associated services specified therein. Further, the supplier shall conduct routine assessment of the generator at their scheduled time, or upon request by the purchaser. The services to be performed include:

- (a) Emergency -- in any given situation or event, wherein the Generator malfunctions or becomes dysfunctional thus affecting the flow of electricity;
- (b) Repair -- any situation or event in which it is apparent that the lack of repair of the generator is an established cause of the malfunctioning of the generator;
- (c) Remedial -- any situation where a unit is operational, but certain items including lights, meters, etc., are non-functional.

(d) Preventive Maintenance - Regularly scheduled Service like replacement of Oil and Filters;

1.2. Services Provided on the Gen Sets:

1. Once a Month visit to inspect all electrical and mechanical parts.
1. Full service of Generator set Twice every month or 200 running hours.
2. Supply and installation of genuine services materials.
3. Washing of the radiators every 6 months.
4. Changing of oil filters, fuel filters, air filters as recommended by the engine manufacturer.
5. Greasing of shaft bearing once every six months.
6. For every visit for servicing or routine inspection, TECHNOTECH shall carry out the following checks :
 - Condition of the injector pumps and Nozzles.
 - Condition of the charging alternator.
 - Condition of the stator motor.
 - Radiator water level.
 - Oil / fuel / water leakage.
 - Condition of the water pump.
 - Fan belt & charging belt.
 - Battery electrolyte.
 - Cleaning the generator.
 - Cleaning of the fuel tank every six months.

1.3. Servicing Schedule and materials:

No	Hour Meter	Services	Materials.
2	200Hours	First Service	Fuel filters, Oil filters, Engine Oil, and General Service.
3	400 Hours	2 nd Service	Fuel filters, Oil filters, Engine Oil, Air Filter and General Service.
4	600 Hours	3 rd service	Fuel filters, Oil filters, Engine Oil, and General Service.
5	800 Hours	4 th service	Fuel filters, Oil filters, Engine Oil, Air Filter and General Service.
6	1000 Hours	5 th service	Fuel filters, Oil filters, Engine Oil, and General Service.
7	1200 hours	6 th service	Fuel filters, Oil filters, Engine Oil, Air Filter, Washing Radiator and General Service
8	1400 hours	7 th service	Fuel filters, Oil filters, Engine Oil, washing fuel tank and General Service.
9	1600 hours	8 th service	Fuel filters, Oil filters, Engine Oil, Air filter and General Service.
11	1800 hours	9 th service	Fuel filters, Oil filters, Engine Oil, and General Service.
12	2000 hours	10 th service	Fuel filters, Oil filters, Engine Oil, Air filter and General Service.
13	2200 hours	11 th service	Fuel filters, Oil filters, Engine Oil, and General Service.
14	2400 hours	12 th service	Fuel filters, Oil filters, Engine Oil, Air Filter, Washing Radiator and General Service.
15	2600 hours	13 th service	Fuel filters, Oil filters, Engine Oil, washing fuel tank and General Service.

Unit cost of materials for servicing of the 100 KVA Perkins Generator Set and labor charges:

Oil 15W40 OSCAR - Made In France	Oil filter	Fuel filter	Air filter	Water coolant	Radiator cleaning	Greasing	Fuel tank cleaning	Service workmanship
25\$	15\$	25\$	65\$	15\$	75\$	100\$	75\$	50\$

The Purchaser shall designate an officer to coordinate the services to be performed.

7. Contract Price:

That the Purchaser shall pay for such services at the competitive market price agreed upon as in the duly signed purchase order following inspection, delivery and upon completion and verification of the service.

8. Delivery:

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

9. Schedule of payments:

That payment shall be made after signing of contract, issuance of LPO and delivery or performance of service (s) described in the duly signed purchase order.

10. Duration:

That this Contract shall operate for a period of one year (12 months) commencing July 7, 2020 up to July 7 2021.

11. 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 which form part of the procurement records for the 100KVA Perkins generator shall constitute the Contract between the Purchaser and the Service Provider, 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

12. 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 with the provisions of the contract.

13. Consistent to count twelve (12) above, the purchaser hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein.

14. 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 contract for default.

15. 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 service similar to those and the Service Provider shall be liable to the purchaser for any excess costs.

16. 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.

17. Applicable Law

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

18. Taxes and Duties

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

19. 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.

20. Force Majeure:

In the event of Force Majeure which adversely affects one of the contracting parties thus rendering the party unable to carry out its obligations under this Contract, the Party sole affected and claiming Force Majeure shall within a reasonable time, preferably two weeks or fourteen days of the occurrence of the Force Majeure, inform the other party of such occurrence, and shall from time to time inform or give updates of the development or progress made in addressing the situation (damages) incurred as a result of the Force Majeure which prevents the performance of said contractual obligations. 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 condition/s created as a resulted of the Force Majeure as quickly as possible. In furtherance thereto, a Force Majeure construed to be of a national emergency which exceeds or is beyond the handling or capacity of both parties shall be deemed sufficient notice to the parties of the impasse in the execution of the contract.

21. Termination:

That this Contract 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.

22. The Contract:

This Contract 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 Contract shall be valid unless evidenced by the expressed written agreement duly signed by both Parties.

23. 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:

Moussa Hamdoun
General Manager
Technotec, Inc.
Randal Street, Monrovia, Liberia

24. Validity of the Contract:

This Contract 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.

For the Purchaser:

Name:

Title:

Date:

R. Alabekow
CEO
Sept

Witnessed by:

Name:

Date:

Harrison S. York
Sept. 22, 2020

For the Service Provider:

Name:

Title:

Date:

YOUSSEF HANADON
Managing Director
Sep 22, 2020
[Signature]

Witnessed by:

Name:

Date:

Wahed Alad
22/9/2020