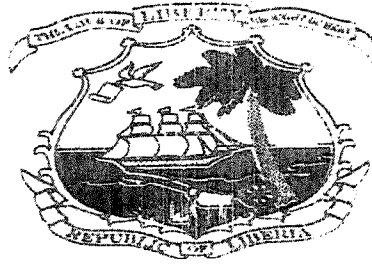


# **REPUBLIC OF LIBERIA**

## **Public Procurement and Concessions Commission (PPCC)**



**CONTRACT No.: IFB No. PPCC/RFQ/001/19/20**

### **Air Conditioner Maintenance Service Framework Agreement**

**Between the**

**Public Procurement and Concessions Commission**

**Capitol Hill, Executive Mansion Grounds**

**Monrovia, Liberia**

**And**

**Technical Cooling System**

**Gurley Street, Monrovia, Liberia**

**Date: September 25, 2019**

**Republic of Liberia**  
**Montserrado County**

**THIS CONTRACT** is made and entered into this 25th day of September, 2019 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, Technical Cooling Systsem, party of the first part and of Gurley Street, Monrovia, Liberia represented by its **General Manager, Jackson Kanneh** (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 the repair and maintenance of air conditioner (**IFB No. PPCC/RFQ/001/19/20**) for the fiscal year 2019/2020;

**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 Technical Cooling System emerged as the most responsive bidder;

**WHEREAS**, PPCC offers the service provider this contract (**IFB No. PPCC/RFQ/001/19/20**) 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 repairs and maintenance of air conditional 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 fees, 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 services 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 September 25, 2019 up to June 30<sup>th</sup> 2020.

**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 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 supplier 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 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 resolved the dispute within a reasonable period of not less than thirty (30) days, then either Party may submit the said 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 at 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.

**15. Force Majeure:**

If as a result of Force Majeure any Party is rendered unable to carry out its obligations under this Contract, 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 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.

**17. 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.

**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: [mgabe@yahoo.com](mailto:mgabe@yahoo.com)

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

Jackson Kanneh  
General Manager  
Technical Cooling System.  
Gurley Street, Monrovia, Liberia

**19. 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.**

**Success Cooling Center Inc.:      Public Procurement & Concessions Commission:**

Name: Jackson Kanneh

Title: Manager

Date: Sept. 25, 2019

Witnessed by:  
Name: Mohammed Daffay

Date: Sept. 25, 2019

Name: R. Nagbe Kowo

Title: CEO

Date: Sept 25, 2019

Witnessed by:  
Name: J. Duffay 9/25/19

Date: \_\_\_\_\_

**Priced list of Air-Conditioners Spares Parts in their Submission  
Technical Cooling System**

No.	Items	Description	Quantity	Unit Price	Quantity Required	Total Price Per Item
1	Compressor	9000 BTU-12000 BTU	1	\$75	1	\$75
	Capacitor	9000 BTU-12000 BTU	1	\$35	1	\$35
	PC Board Set	9000 BTU-12000 BTU	1	\$85	1	\$85
	Evaporator	9000 BTU-12000 BTU	1	\$110	1	\$110
	Condenser or Outdoor Unit	9000 BTU-12000 BTU	1	\$150	1	\$150
	A/C Sensor	9000 BTU-12000 BTU	1	\$40	1	\$40
	Fan Motor	9000 BTU-12000 BTU	1	\$60	1	\$60
	Installation Pipe	9000 BTU-12000 BTU	1	\$35	1	\$35
	Re-gassing & Cleaning	9000 BTU-12000 BTU	1	\$35	1	\$35
	A/C Transformer	9000 BTU-12000 BTU	1	\$30	1	\$30
	Relocation of Air-Conditioner	9000 BTU-12000 BTU	1	\$45	1	\$45
	Installation of new A/C United	9000 BTU-12000 BTU	1	\$25	1	\$25
	Thermostat	9000 BTU-12000 BTU	1	\$40	1	\$40
<b>GRAND TOTAL</b>						<b>\$765.00USD</b>

Signed: \_\_\_\_\_

  
Jackson Kanneh

Cell#: 0776441087 /0886974818

Date: Tuesday, September 10, 2019

**Priced list of Air-Conditioners Spares Parts in their Submission  
Technical Cooling System**

No.	Items	Description	Quantity	Unit Price	Quantity Required	Total Price Per Item
2	Compressor	1800BTU-24000 BTU	1	\$90	1	\$90
	Capacitor	18000 BTU-24000 BTU	1	\$45	1	\$45
	PC Boad Set	18000 BTU-24000 BTU	1	\$90	1	\$90
	Evaporator	18000 BTU-24000 BTU	1	\$125	1	\$125
	Condenser or Outdoor Unit	18000 BTU-24000 BTU	1	\$175	1	\$175
	A/C Sensor	18000 BTU-24000 BTU	1	\$40	1	\$40
	Fan Motor	18000 BTU-24 000 BTU	1	\$75	1	\$75
	Installation Pipe	18000 BTU-24000 BTU	1	\$45	1	\$45
	Re-gassing & Cleaning	18000 BTU-24000 BTU	1	\$45	1	\$45
	A/C Transformer	18000 BTU-24000 BTU	1	\$30	1	\$30
	Relocation of Air-Conditioner	18000 BTU-24000 BTU	1	\$60	1	\$60
	Installation of new A/C United	18000 BTU-24000 BTU	1	\$35	1	\$35
	Thermostat	18000 BTU-24000 BTU	1	\$40	1	\$40
<b>GRAND TOTAL</b>						<b>\$895.00U</b>

Signed: \_\_\_\_\_

**Jackson Kanneh**

Cell#: 0776441087 /0886974818

Date: Tuesday, September 10, 2019