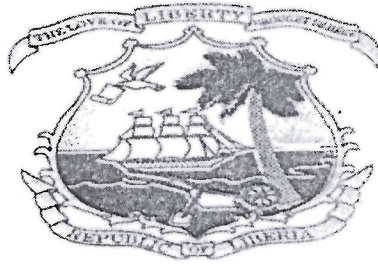


REPUBLIC OF LIBERIA

Public Procurement and Concessions Commission (PPCC)



CONTRACT NO.: PPCC/SBA/RB/01/2022

Supply of Petroleum Products Framework Agreement

Between the

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

And

Aminata and Sons Inc.

Monrovia, Liberia



February 15, 2022

**Republic of Liberia)
Montserrado County)**

THIS CONTRACT is made and entered into this 15th day of February, 2022 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 **Aminata & Sons, Inc., Ashmun and Merchlin Streets, Monrovia, Liberia** represented by its **Chief Executive Officer, Mr. Emmanuel T. Togba** (herein after known and referred to as the “Service Provider”). 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 procurement of Petroleum Products (IFB No. PPCC/SBA/RB/001/22) for its special project;

WHEREAS, the Vendor (Supplier) 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 Quotes issued to bidders; in which Aminata and Sons, Inc. emerged as the most responsive bidder;

WHEREAS, PPCC offers the Vendor this contract (IFB No. PPCC/SBA/RB/01//22) on the basis of being the most responsive bidder, and the vendor has accepted said contract;

WHEREAS, the Service Provider is a Liberian company engaged in the sales of petroleum products 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. Obligations of Supplier:

During the contract period, upon issuance of relevant purchase order by the Purchaser from time to time, the Supplier shall in a timely manner supply the quantity of petroleum products (gasoline and diesel fuel) 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 in the quotation made a part of this Agreement or the LPO, following inspection, delivery or upon completion and verification of the service (s). The unit prices quoted and referenced herein per gallon are as follows:

- a. Diesel One Gallon at **Four United States Dollars and Twenty Cents (US\$ 4.20)**;
- b. Gasoline One Gallon at **Four United States Dollars (US\$4.00)**; and
- c. That the Purchaser shall pay for such products (diesel and gasoline) at the GOL regulated price if price stated in the original submission is different.

3. Delivery:

Delivery shall be made immediately upon signing of contract and issuance of duly signed Local Purchase Order (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 Contract shall operate for a period of one fiscal year commencing on February 15, 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 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 time and in the manner prescribed by the contract.
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 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 services similar to those being provided by the Service Provider and that the Service Provider shall be liable to the Purchaser for any excess costs.

11. Dispute Resolution:

In the event of 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 Supplier 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.

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: rnagbe@yahoo.com

b) Service Provider's address for notice purposes:

Mrs. Georgia O. Holder
General Manager
Aminata and Sons Inc.
Mechlin & Ashmun Streets

19. Validity of the Contract:

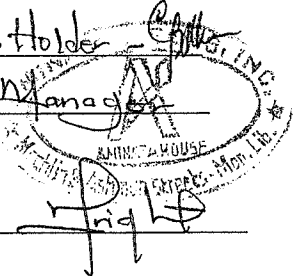
This Contract shall not be valid and binding unless it is signed and stamped by the legal and sufficient authority of the Parties.

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

Aminata & Sons, Inc:

Public Procurement & Concessions Commission:

Name: Georgia O. Holder
Title: General Manager
Witnessed by:
Name: Launne Wright



Name: R. Nagbe Kowo
Title: CEO
Witnessed by:
Name: Kierce Tiah