# Community Collea Fatorma Compound

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## Framework Agreement for the Procurement of Educational Materials

REF: IFB. No. BCC/NCB/001/2021

THIS FRAMEWORK AGREEMENT is made the 13th day of September 2021

## **BETWEEN Bomi Community College**

Tubmanburg, Bomi County Liberia, West Africa

(hereinafter called "the Purchaser") and Alphonso Z. Tam General Merchandise a business incorporated under the laws of the Republic of Liberia and having its principal place of business at Bush Island, Duala, Sayon Yard (hereinafter called "the Supplier").

Bomi Community College intends to apply a portion of its budgetary allocation to the procurement of **Educational Materials (Arm chairs)** 

#### **Term and Conditions**

The framework agreement is based on pre agreed unit price of US\$ 26.00 (twenty Six United States dollars) for the supply and delivery of arm chairs (hereinafter called "the Unit Price").

It is expected that up to 194pieces of Arm Chairs will be procured within the contract period. These are goods that will be required from time to time by the same agency.

As and when these items are supplied to the Purchaser, the Supplier will present for payment, invoices and waybills evidencing effected supply, delivery to Bomi Community College.

The maximum duration of the agreement is limited to four (4) months. September 13, 2021-December, 31, 2021. The Unit price will remain unchanged during the period of contract.

#### **DELIVERY TERMS:**

This specific procurement is made throughout the term of the agreement AS FOLLOWS:

Bomi Community College will purchase arm chairs from Alphonso Z Tam General Merchandise based on allotment from the Ministry of Finance and development Planning.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the contract:

This Framework Agreement

**Technical Specifications** 

Schedule(s) Delivery

List and locations for delivery

The Supplier's submitted quotations

Documents evidencing delivery

- 3. The contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in order listed above.
- 4. In consideration of the payments to be made by the Purchaser to the supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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 times and in the manner prescribed by the Contract.
- 6. The Purchaser shall make payments to the Supplier on delivery and acceptance of the Goods as well as submission of delivery note, invoice and a waybill.
- 7. Technical Specifications

The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Agreement.

8. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Liberia on the day, month and year indicated above.

For and on behalf of: Purchaser

Bomi Community College

Mr. Samuel M. Dunbar / Mylit

Vice President for Administration and Finance/Acting

For and on behalf of: Supplier

Alphonso Z. Tam General Merchandise

Mr. Alphonso Z. Tam

General Manager