

REPUBLIC OF LIBERIA)  
GRAND BASSA COUNTY)

Framework Agreement for Supply of Building Materials

THIS FRAMEWORK AGREEMENT is made the 1<sup>st</sup> day of July, 2021

**BETWEEN**

The Grand Bassa Community College, a tertiary educational institution located in Paynesberry Township, Grand Bassa County (hereinafter called "the Purchaser")

**AND,**

The Liberia Hardware, Inc., a business entity incorporated under the laws of the Republic of Liberia and having its principal place of business at Tar Bar Community, Harlansdsville, Grand Bassa County (hereinafter called "the Supplier").

The Community College intends to apply a portion of its budgetary allocation from the Government of Liberia to the procurement of Building Materials, and the Liberia Hardware, Inc. agrees to supply these materials.

**TERMS AND CONDITIONS**

Basis of the Agreement

That this framework agreement is based on **pre-agreed unit price(s)**, a listing of which is attached to this agreement, for the supply and delivery of assorted units of Building Materials (hereinafter called "the Unit Prices").

Price Adjustment

That the pre-agreed unit price mentioned herein, is only subject to change following a change in the unit price of Building Materials as issued by the Ministry of Commerce monthly or quarterly price index, or as the parties agree in the absence of a monthly price index,

### Supply Quantity

It is expected that units of building materials as **requested** by the Purchaser, will be procured within the contract period. These are goods that will be required from time to time by the same agency.

### Evidence of Supply

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

### Duration of Contract

The maximum duration of the agreement is limited to Six (6) Months. The unit price(s) will remain unchanged during the period of contract, except as provided above,

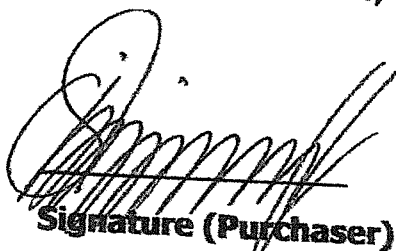
### **DELIVERY TERMS**

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

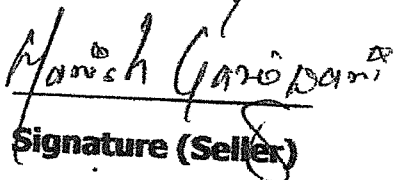
#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. Interpretation: In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. Contract Documents: 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 and official price listing
  - Schedule(s) of Delivery
  - List and Locations for delivery
  - The Supplier's submitted quotations
  - Documents evidencing delivery
3. Supremacy of Contract: This 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 the order listed above.

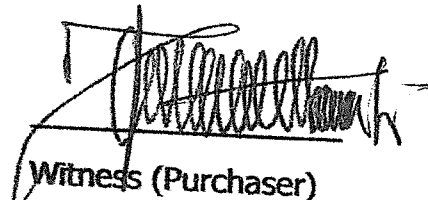
4. **Supply:** In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. **Payment:** 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 the times and in the manner prescribed by the Contract.
- 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.
- The Purchaser and Supplier agree that payment will be made in any of the currencies accepted and used for transaction in Liberia, convertible at the prevailing market rate at the time of payment,
6. **Technical Specifications** The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Agreement.
7. **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.



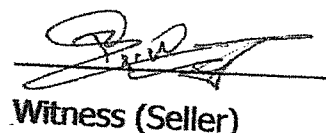
Signature (Purchaser)



Signature (Seller)



Witness (Purchaser)



Witness (Seller)