



REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

FRAMEWORK AGREEMENT FOR SUPPLY OF AIR CONDITIONERS

This FRAMEWORK AGREEMENT FOR the SUPPLY of AIR CONDITIONERS is made and entered into this 20th day of November, A. D. 2019, by and between the Government of Liberia by and thru the JUDICIARY Branch of Government, represented by the Court Administrator for the Supreme Court of Liberia Cllr. Elizabeth J. Nelson, herein known and referred to as the "PURCHASER" and "SUPER COLD SERVICE", a duly incorporated and registered business entity existing and operating under the laws of the Republic of Liberia, represented by and thru its Manager, Mr. Nabih Razzouk, having its principal place of business at Randall Street, aforesaid Republic, hereinafter called the "SUPPLIER", and collectively known as 'PARTIES' hereby:

WITNESSETH:

WHEREAS, the JUDICIARY intends to apply a portion of its budgetary allocation to the procurement of Air Conditioners

WHEREAS, the JUDICIARY is desirous of entering into a FRAMEWORK AGREEMENT with a competent SUPPLIER of Air Conditioners, duly licensed and authorized to carry on the sale and supplies of Air Conditioners in the Republic of Liberia;

WHEREAS, the "SUPER COLD SERVICE" is engaged in the sale and supplies of Air Conditioners in the Republic of Liberia; and has represented itself satisfactorily to the JUDICIARY, that it possesses the requisite specifications of the Air Conditioners desired by the JUDICIARY, which the JUDICIARY has found of good quality on the local market; and,

WHEREAS, the JUDICIARY has accepted the offer of the "SUPER COLD SERVICE" to be its local SUPPLIER of Air Conditioners, under terms and conditions herein mentioned.

NOW, THEREFORE, the PARTIES have mutually agreed as follows:

1.0 TERMS AND CONDITIONS.

- (a) The FRAMEWORK AGREEMENT is based on pre-agreed unit price of your quotation submitted for the supply, delivery and installation of xxxxxxx units of Air Conditioners; hereinafter called the ("pre-agreed unit price") or the amount of xxxxxxxxxxx;
- (b) It is expected that up to about xxxxxxx units of Air Conditioners will be procured within the FRAMEWORK AGREEMENT period. These are goods that will be required from time to time by the JUDICIARY from the SUPPLIER.

- (c) As and when these goods are supplied to the JUDICIARY, the SUPPLIER will present for payment, invoices and waybills evidencing effected supply, delivery and installation to the JUDICIARY Building, Temple of Justice.
- (d) The maximum duration of the FRAMEWORK AGREEMENT is limited to one (1) year. The Unit price herein mentioned under clause (a) will remain unchanged during the period of FRAMEWORK AGREEMENT.

2.0 DELIVERY TERMS:

This specific procurement is made throughout the term of the FRAMEWORK AGREEMENT as follows:

- (a) In this FRAMEWORK AGREEMENT, words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions referred to herein.
- (b) The following documents shall constitute the FRAMEWORK AGREEMENT between the PURCHASER and the SUPPLIER, and each shall read and construed as an integral part of the FRAMEWORK AGREEMENT :

3.0 TECHNICAL SPECIFICATIONS.

The PARTIES have mutually agreed that the SUPPLIER shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the FRAMEWORK AGREEMENT.

4.0 SCHEDULE (S) OF DELIVERY.

List and locations for delivery
The SUPPLIER's submitted quotations
Documents evidencing delivery

5.0 COMPENSATION:

- (a) 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 FRAMEWORK AGREEMENT.
- (b) 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 FRAMEWORK AGREEMENT Price or such other sum as may become payable under the provisions of the FRAMEWORK AGREEMENT at times and in the manner prescribed by the FRAMEWORK AGREEMENT.
- (c) 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.

6.0 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 FRAMEWORK AGREEMENT -----

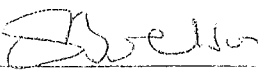
7.0 FULL AGREEMENT.

The FRAMEWORK AGREEMENT shall prevail over all other FRAMEWORK AGREEMENT documents. In the event of any discrepancy or inconsistency within the FRAMEWORK AGREEMENT documents, then the documents shall prevail in order listed above.

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

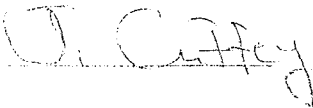
For and on behalf of the PURCHASER:

SIGNED:


Cllr. Elizabeth J. Nelson

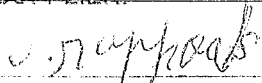
In the capacity of: COURT ADMINISTRATOR

In the presence of:



For and on behalf of the SUPPLIER:

Signed:


Mr. Nabih Razzouk

In the capacity of: MANAGER

In the presence of:

