

**REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)**

OFFICE EQUIPMENT PURCHASE AGREEMENT

THIS AGREEMENT is made and entered this 19th day of September 2022 by and between the Liberia Maritime Authority, an autonomous agency of Government of Liberia, organized, existing, and doing business under the statutory laws of the Republic of Liberia, located 1948 Maritime Drive, Oldest Congo Town, opposite the EJS Ministerial Complex Tubman Boulevard, Sinkor, and represented by its Principal Director of Administration & Legal Services Cllr. Nya S. Gbaintor, of the City of Monrovia, Montserrado County, Republic of Liberia, hereinafter referred to as "Authority", and Dream Home Enterprise, a business duly organized and existing under the laws of the Republic of Liberia, located at 19th Street Sinkor, Monrovia, Liberia and represented by its General Manager Mr. Moussa Abdulkhalek, also of the City of Monrovia, Liberia, hereinafter referred to as "Supplier". Both the Authority and Supplier are herein individually referred to as the "party," and collectively as "the Parties".

RECITALS:

WHEREAS, the Authority placed an offer (National Competitive Bidding IFB: No. LiMA/RB/002/ 22 in local newspapers seeking bids from Office Equipment Suppliers to provide office equipment to the Authority for the 2022) fiscal year; and

WHEREAS, the Supplier responded to the bid solicitation with a sealed bid expressing its interest to supply the Authority with office equipment for the period; and

WHEREAS, the Authority selected Supplier as the vendor for the supply of its office equipment after a careful review of the bids submitted by the bidders and the due diligence it performed as required by the Amended PPCC Act of 2010 to verify the information contained in the bids as meeting its technical specifications; and

WHEREAS, in like manner, the Supplier has accepted to supply the Authority with office equipment under the terms and conditions of this Agreement and will use its best efforts irrespective of constraints it may face by unexpected circumstances beyond its control to provide constant supply of office equipment to the Authority at a competitive market price.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, the Parties agree as follows.

**Article I
Award**

The Authority, after receiving, reviewing, and evaluating various sealed bids it received in response to its National Competitive Bidding IFB No. LiMA/ RB/002/2022, hereby agrees and awards and by these presents does award this contract to the Supplier to supply office equipment to the Authority under the terms and conditions of the Agreement.

**Article II
Term**

Article III

Scope of performance

It is mutually agreed and understood that for and in consideration of the payment to be made by the Authority under this Agreement, the Supplier agrees to supply the Authority with its office equipment requirements in accordance with the technical specifications prescribed in the National competitive Bidding IFB No. LiMA/RB/002/2022. The Supplier shall only supply office equipment (in quantity and quality) to the Authority based upon the presentation of a signed Purchase Order by the Authority.

Article IV

Payment

It is mutually agreed and understood by the Parties that the Authority shall make payment for the total value of the contract, on a need basis to the Supplier at least thirty (30) days after the materials are supplied and upon the submission of an Invoice and Delivery Note to the Authority by the Supplier.

Article V

Warranty

It is mutually agreed and understood by the Parties hereto that the Authority has the right to reject and return any or all goods supplied which are faulty and/ or below the standard requested for within thirty (30) days of delivery by the Supplier to the Authority.

The Supplier agrees and warrants to replace any or all returned items with goods of the quality requested for by the Authority.

Article VI

Independent Contractor

It is mutually agreed and understood by the Parties hereto that the Supplier is an independent contractor and that this Agreement in no way or form creates an employer-employee relationship between the Authority and the Supplier. The Supplier shall continue to be independently responsible for its obligations and no obligation may be transferred to the Authority by this Agreement.

Article VII

Termination

It is mutually agreed and understood that the failure of the Supplier or the Authority to perform its obligations in strict adherence to the terms, conditions and stipulations of this Agreement, shall subject same to termination by either party upon given four (4) weeks written notice to the Party in breach and if the Party so being notified, fails to rectify said breach within the period of the notice.

Notwithstanding, the either party reserves the right to terminate this Contract by giving two (2) weeks written notice to the other party, which notice shall be addressed to the Authority on the one hand and to the Supplier on the other and at their respective addresses hereunder:

THE AUTHORITY'S ADDRESS

1948 MARITIME DRIVE
OLDEST CONGO TOWN
LOCATED AT EJS MINISTERIAL COMPLEX
P.O. BOX 10-9042
1000 MONROVIA 10-LIBERIA

SUPPLIERS'S ADDRESS

DEARM HOME
19TH STREET
SINKOR, MONROVIA, LIBERIA

Article VIII

Force Majeure

In the event of force majeure, the Parties mutually agree that this office equipment Agreement shall be suspended until such period of force majeure is abated and normal conditions are restored.

Force majeure is herein defined as nature disasters, acts of God, war, civil disturbance or other events beyond the Parties, control that may hinder, delay or make impossible performance of this Agreement. Whatever time is lost because of force majeure shall be added to the life of this Agreement, given that the Authority is promptly informed through documentary evidence of the force majeure circumstances.

3

Article IX

Notices

It is mutually agreed and understood by the Parties hereto that all notices shall only be deemed served if such notice is delivered in writing to the address of each party.

Article X

Modification

This instrument contains the whole agreement between the parties hereto. There are no terms, obligations, covenants or conditions other than those set forth herein. No modification or verification hereof shall be valid unless it is expressly agreed and approved by the parties in writing. This Agreement supersedes all other communications either written oral in connection with the assignment.

Article XI

Implied Waivers

The failure of either of the Parties hereto to insist upon strict performance of any of the covenants and conditions of this Agreement in any one or more instances shall not be construed and will not be construed or implied as waiver or relinquished in the future of any such covenant or conditions, but same shall remain in full force and effect.

Article XII

Headings

It is mutually agreed and understood by the Parties hereto that the heading of each article is meant

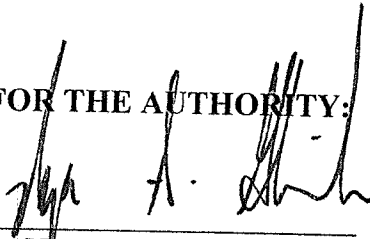
Article XIV
Binding Effect

It is hereby expressly agreed and understood by both parties that the terms and conditions herein contained shall be binding upon the parties hereto, their heirs, administrators, executors, legal representatives, successors in business and assigns as though they were herein mentioned by names.

IN WITNESS WHEREOF, THE PARTIES
Hereto have executed and acknowledge this
Instrument and affixed our names and signature
On this 19th of September 2022

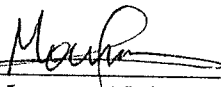
IN THE PRESENCE OF:

FOR THE AUTHORITY:



Cllr. Nya S. Gbaintor
Principal Director of Administration
& Legal Affairs

FOR THE SUPPLIER:


Mr. Moussa Abdikhalek
General Manager

\$5.00 revenue stamp affixed to the Original.