

**REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)**

PRINTING AND BINDING AGREEMENT

THIS AGREEMENT is made and entered this 15th day of August 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 on Tubman Boulevard, Sinkor, and represented by its Principal Director of Administration & Legal Services Cllr. Nya S. Gbaintor, of the City of Monrovia, County of Montserrado, Republic of Liberia, hereinafter referred to as "Authority", and Mature Printing Services Inc., a business duly organized and existing under the laws of the Republic of Liberia, located at New Georgia, Monrovia, Liberia and represented by its General Manager Mr. Christie Mature, also of the City of Monrovia, Liberia, hereinafter referred to as "Supplier". Both LiMA and Supplier are hereinafter individually referred to as "party", and collectively as "the Parties".

RECITALS:

WHEREAS, the Authority placed an offer (National Competitive Bidding IFB No. LiMA/SBA/NCB/003/2022 in local newspapers seeking bids from Printing and binding Services Provider to provide Printing & Binding Services to the Authority for the fiscal year 2022; and

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

WHEREAS, the Authority selected Supplier as the vendor for the supply of its Printing Services 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 Printing Services under the terms and condition 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 Printing Services 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/SBA/ NCB/003/2022, hereby agrees and awards and by these presents does award this contract to the Supplier to supply Printing and Binding Services to the Authority under the terms and conditions of the Agreement.

Article II

Term

It is mutually agreed and understood by the Parties that the term of this Agreement shall be for the certain period commencing the ____ day of January 2022 and ending on the 31st day of December 2022. At the end of this term, the Parties may agree to renew/extend this Agreement of terms and conditions to be agreed.

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 Printing & Binding Services.

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 Provider at least thirty (30) days after the services are rendered and upon the submission of an Invoice and Delivery Note to the Authority by the Provider.

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 Provider to the Authority.

The Provider 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 Provider is an independent contractor and that this Agreement in no way or form creates an employer-employee relationship between the Authority and the Provider. The Provider 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 Provider 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 two (2) weeks period of the notice.

Notwithstanding, the Authority reserves the right to terminate this Contract by giving two (2) weeks written notice to the Provider, which notice shall be addressed to the Provider on his/her address hereunder:

SUPPLIERS'S ADDRESS

MATURE PRINTING SERVICES INC.
NEW GORGIA
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 natural 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.

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 signed by all the parties to this Agreement.

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 for organizing this Agreement for ease of reference and should not be construed as an operative or determinative word for said article.

Article XIII

Governing Law

It is mutually agreed and understood by the parties hereto that the law governing this Printing and Binding Agreement is the Laws of the Republic

Article XIV

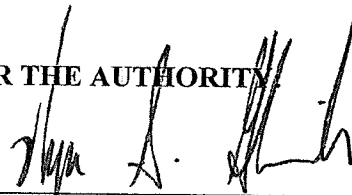
Binding Effect

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-business and assigns as though they were herein mentioned by names.

INWITNESS WHEREOF, the parties
Hereto have executed and acknowledged this
Instrument and affixed our names and signatures
On this 18th day of August 2022

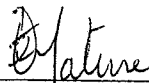
IN THE PRESENCE OF:

FOR THE AUTHORITY:

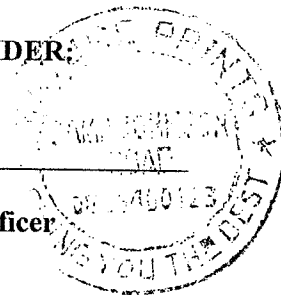


Cllr. Nya S. Gbaintor,
**Principal Director of Administration
& Legal Affairs**

FOR THE PROVIDER:



Mr. Christie Mature
Chief Executive Officer



\$5.00 revenue stamp affixed to the Original.