LEGAL/DOUBLE Republic of <u>Liberia</u> Montserrado County





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Office of the Notary Public Monrovia, Liberia

NOTARY CERTIFICATE

Personally Appeared before me in my Office with the City of Monrovia, Montserrado county, Republic of Liberia, this 6^{TH} day of \boxed{JULY} A.D. 2020 duly qualified and commissioned Notary Public of and in the County of Montserrado and in the Republic aforesaid the Parties to the attached Documents:

JANITORIAL SUPPLY AGREEMENT
BETWEEN
THE LIBERIA MARITIME AUTHORITY
HEREIN REFERRED TO AS "AUTHORITY"
AND
CAMERON CLEANING
HEREIN REFERRED TO AS THE "SUPPLIER"

Did In My Presence And In The Presence Of Each Other Execute And Sign Their Genuine Signature On The Said Instrument(S) To Be Person(S) They Represent And That The Same Was Made In My Presence And Declared By Each Of Them To Be Their Own Handwriting(S).

Therefore, I S. PETER DOE-KPAR Notary Public Aforesaid Have Attached My Official Signature And Notary Seal To Avail When And Where Necessary.

I Have Affixed My Genuine Signature Attesting
To This Transaction By The Power Vested In Me
This 6194 day of JULY A.D. 2020

SEAL

S. PETER DOE-KPAR

OTARY PUBLIC, MONTSERRADO COUNTY, R.L.



REPUBLIC OF LIBERIA) MONTSERRADO COUNTY)

JANIFORIAL SUPPLY AGREEMENT

THIS FRAMEWORK AGREEMENT is made and entered this 20th day of September 2019 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 Nya S Gbaintor, Esq., of the City of M. moyar. County of Montserrado, Republic of Liberia, heremafter referred to as "Authority", and Cameron Cleaning, a business duly organized and existing under the laws of the Republic of Liberia, located at Congo Town, Monrovia, Liberia and represented by its General Manager Ms. Kadiyatu C. Porte, 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/NCB/007/ 19/20 in local newspapers seeking bids from Janitorial Service providers to provide Janitorial Services to the Authority for the 2019/2020) fiscal year, and

WHEREAS, the Supplier responded to the bid solicitation with a sealed bid expressing its interest to supply the Authority with Janitorial Supply for the period, and

WHEREAS, the Authority selected Supplier as the vendor for the supply of its Janitorial Supply after a careful review of the bids subinition by the tridders and the ancidingence, it performed as required by the Amended PPCC Act of 2010 is 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 Janitorial Supply 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 Janitorial 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 virtious scaled bids at received in response to its National Competitive Bidding If B NO TANA Ne B 00 - 9000, hereby agrees and awards and by these presents does award this contract to the Supplier to supply Jandorial 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 20th day of September 2019 and ending on the 30th day of June 2020. 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 its Jaintonial Services requirements in accordance with the technical specifications prescribed in the National competitive Bidding LIB NO TIMA/NCB 00° 19/20. The Supplier shall only supply faintenal Services to the Authority at quanty and quantity based upon the presentation of a second parchase order by the Northornty

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 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 Janitorial Services supplied which are faulty and/ or below the standard requested for within thirty (30) days of delivery by the Supplier to the Authority

The Provider agrees and warrants to replace any, or all retained tents 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 appearance in Fail (4) weeks written notice to the Party in breach and if the Party so being notified that so notify said frequency of the Context. To weeks period of the detect

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

SUPPLIERS'S ADDRESS

CAMERON CLEANING CONGO LOWN MONROVIA, LIBERIA

Article VIII Force Majeure

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

Force majetate is herein defined as natural disasters, acts of God, war, evil disturbance or other events beyond the Parties, control that may hinder, delay or make ampossible 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 certification hereof shall be valid unless it is expressly agreed and approved by the parties of writing. This Agreement supersedes all other communications either written or 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

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

Article XIII Governing Law

It is mutually agreed and understood by the parties hereto that the law governing this Janutorial Supply Agreement is the Laws of the Republic of Liberia.

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.

> INWITNESS WHEREOF, THE PARTIES Hereto have executed and acknowledge this Instrument and affixed our names and signature On this day 20% of September 2019

IN THE PRESENCE OF:

Atty Augustus & Karr

I Ghartey

FOR: THE AUTHORITY:

Nya S^f Obaintor, Esq.

Principal Director of Administration

& Legal Affairs

FOR: THE PROVIDER:

Ms. Kadiyatu.C

General Manger

\$5.00 revenue stamp affixed to the Original