

Framework Agreement for the Supply of Cleaning Materials (IFB No. LNP/CB/NCB/002/2022)

This purchase and sales Framework Agreement is made the 23 day of Feb 2022 between the Liberia National Police, represented by its Inspector General, Hon. Patrick T. Suduc of the LNP located on the Capitol Bypass, hereinafter referred to as the ("Purchaser") and City Centers represented by its General Manager, Mr. Ali Khazem, located 17th Streets Tubman Boulevard Monrovia, Republic of Liberia, hereinafter referred to as the ("Supplier"). Collectively, the Purchaser and Supplier are referred to as the "PARTIES", and do hereby:

WITNESSETH

Whereas, the Purchaser is desirous of purchasing Cleaning Materials to enhance the full implementation of its statutory mandate and activities in Monrovia and other parts of Liberia; and

Whereas, the purchaser invited Tenders for the supply and delivery of Cleaning Materials for use by the LNP and has accepted a Tender by the Supplier for the supply of those goods for the agreed Unit prices in United States Dollars as indicated in Annex-1 (price schedule) or the equivalent amount in Liberian Dollars as may be communicated by Ministry of Finance & Development Planning for Cleaning Materials attached, herein after called "the Unit Framework Agreement Price;

Whereas, the Supplier has represented to Purchaser that Supplier has the requisite technical, financial, and organizational capacity to meet all responsibilities associated with implementing and maintaining this Framework Agreement and agreed to sell and supply Cleaning Materials during the life of this Framework Agreement;

Whereas City Centers is a dealer of Cleaning Materials and is registered in the Republic of Liberia with the International Standard Business code for all Economic Activities as (ISIC) G-4773), and whose registered office is at Randall Street (the "Supplier") has agreed to Supply the LNP with Cleaning Materials in an efficient and cost-effective manner;

Whereas this Framework Agreement is for the potential purchase of Cleaning Materials in accordance with the schedule of delivery and technical specification section of the bidding document issued to bidders;

Whereas, this Framework Agreement covers the total value of the supplier's bid in the tone of **Twenty Thousand United States Dollars (USDS\$20,000.00)** of which payment will be based on monthly allotments received from Central Government through the Ministry of Finance and Development Planning for twelve months of the fiscal period. However, payment under this Framework Agreement to the supplier will be based on pre-agreed unit prices in United States Dollars as indicated in Annex-1 (price schedule) attached or the equivalent amount in Liberian Dollars as may be communicated by MOFDP for the supply and delivery of Cleaning Materials to be made upon call-out or made in line with committed local purchase order (LPO) during the contract period by the Liberia National Police. The conversion rate to be used will be the prevailing call rate of exchange not any other rate that is not approved by Government;

Whereas, the purchaser wishes to procure Cleaning Materials in accordance with the Unit Prices Quoted for Cleaning Materials in the Supplier's bid;

NOW THEREFORE, the parties, in consideration of their mutual promises and covenants, agree as follows:

1. DEFINITIONS:

In the context of this Framework Agreement, the following words shall have the meaning given hereinafter:

"**AUTHORIZED REPRESENTATIVE**" means an employee of the Purchaser with written approval from the Purchaser to receive Products on its behalf.

"**FRAMEWORK AGREEMENT**" means this agreement including its recitals, substantive clauses, and any appendices, the provision of all of which are an integral part of it;

... shall be deemed to purchase and supply goods, works and services from each other, in consideration being made by the purchaser, normally for a period of ... however, each time the purchaser uses the agreement a separate framework agreement is formed by the consideration paid for in question.

"FRAMEWORK AGREEMENT PERIOD" means the term of this Framework Agreement as described in clause 5;

"DELIVERY" means the physical delivery of goods representing the Stationeries purchased at the place designated in the order;

"ORDER" means any written order for Stationeries issued by the Purchaser including by e-mail and confirmed in writing by the Supplier in accordance with and pursuant to the Framework Agreement;

"PARTIES" means the Supplier and the Purchaser, including their successors, permitted assignees and permitted transferees, a "Party" means any one of them;

"Stationeries" mean, lineless sheets in all sizes, ink, cartridges, stapler and all other items that make written communication effective, excluding electronics;

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement viz:

- ✓ The Tender form and the price schedule submitted by the bidder;
- ✓ Schedule of requirements;
- ✓ Technical specification;
- ✓ General Conditions of Contract;
- ✓ Special Conditions of Contract;
- ✓ Purchaser Notification of award.
- ✓ The Purchase Orders prepared by the purchaser and submitted to the supplier

RECITALS

2. CLEANING MATERIALS PRICES

All prices quoted herein are in United States Dollars. This Framework Agreement is based on pre-agreed unit prices in Annex-1 (price schedule attached) for the supply and delivery of all Cleaning Materials items per the schedule of requirements. Unit price in this Framework Agreement is "Fixed" throughout the life of this Framework Agreement, but subject only to upward or downward adjustments in line with product cost as approved by the Ministry of Commerce and Industry (MOCI). Such approved changes in price shall be communicated to the Purchaser as soon as practicable.

3. PRODUCT DELIVERY

The Supplier shall source, supply and deliver Cleaning Materials to the Purchaser at the Headquarters of the Liberia National Police located on Capitol By-Pass. All requests for products under the government voucher system are subject to the approval of the BGA/MOFDP.

3.1 Delivery of products will be made as shall be requested and agreed upon under "Stationeries Prices in the Price Schedule" above. That is to say against purchase order.

3.2 Delivery of Stationeries to the Liberia National Police will be based upon issuance of local purchase order (LPO) to the supplier on a monthly basis as per availability of allotment. Delivery shall also be based upon request by the LNP in writing, signed by an authorized person of the agency at any time prior to the receipt of allotment (Call-off).

3.3 Invoices and delivery order will be issued for all quantities of Stationery items delivered to the Account of the Purchaser, which documents are to be signed by the Authorized Representative for the Purchaser.

3.4 **Security of City Centers.** Cleaning Materials delivered to the Purchaser for shall automatically become the responsibility of the Purchaser, unless in such case when a

4. PAYMENT TERM

- 4.1 As and when these items are supplied to the Liberia National Police, the supplier will present for payment, invoices and delivery notes evidencing effected supply and delivery to the Agency for payment. Payment will be done through the Ministry of Finance & Development Planning IFMIS Voucher System and is contingent upon the release of allotment by the Ministry of Finance and Development Planning (MOFDP).

5. FRAMEWORK AGREEMENT PERIOD

- 5.1 This Framework Agreement shall be valid for only One (1) year, from January 1, 2022 and shall terminate on December 31, 2022. Any performance by either Party beyond the termination date shall not be construed as renewal of this Framework Agreement.

- 5.2 The maximum duration of this Framework Agreement is limited to One (1) fiscal period. The unit prices offered will remain unchanged, enforced and binding on the parties during the period of the Framework Agreement, unless as otherwise altered by the Ministry of Commerce of the republic of Liberia in writing and communicated by the supplier to the purchaser.

6. ARBITRATION

- In case of any dispute arising out of or relating to this Framework Agreement, the Party raising the dispute shall first serve Notice on the other Party setting forth a description of the dispute and requesting that the Parties meet to negotiate an amicable settlement. All disputes not amicably settled by the parties shall be finally settled through arbitration in accordance with the arbitration rules of the Republic of Liberia.

7. RECIPROCAL RIGHTS CLAUSE

Should it occur that either Party fails to perform one or more of the obligations devolving upon it by virtue of this Framework Agreement; the other party may terminate this Framework Agreement after official Notice to the other Party Thirty (30)-Days to cure the default.

8. FORCE MAJEURE

It is also agreed and understood by the Parties hereto that in the event of hostilities including civil disturbances, natural disaster or other acts of God beyond the control of either party that renders performance under this Framework Agreement impossible, the party unable to perform shall give notice in writing to the other party as soon as practicable upon the occurrence. Thereafter, the obligations of the parties shall be suspended until the force majeure is cured but for no longer than 60 days. The party giving such notice shall, as far as practicable, remedy such disability with all reasonable dispatch.

9. EQUITY CLAUSE

Should it arise that during the term of the Framework Agreement that the general economic situation deteriorates significantly, or should it arise that the economic conditions on the basis of which the Supplier's sales price are calculated are affected such that the supply profitability is no longer ensured, the Supplier shall convey the fact to the Purchaser in writing and thereafter the Purchaser and the Supplier shall meet in order to find common ground.

Should it arise that the Purchaser fails to raise any objection to the new proposed price/s within a time period of one week as of the date upon which the notice is issued, the Purchaser shall be construed as having accepted the new prices.

10. TERMINATION

It is mutually agreed by both parties that either party may terminate the Framework Agreement by giving seven (7) days' notice to the other, subject however to whatever rights have accrued by virtue of delivery and receipt of the Goods. In the event of failure by City Center to deliver the Clothing Materials when due or within 7 days thereafter, the

~~the purchaser shall~~ have the right to recover any additional cost incurred from
~~including~~ increased costs associated with obtaining substitute Goods.

This Framework Agreement constitutes the total and entire understanding between the parties and all previous agreements or understandings, whether oral or written, are hereby merged and incorporated into this Framework Agreement. Any modification to this Framework Agreement must be agreed upon by the parties in writing.

12. NOTIFICATION

All communications and notices under this Framework Agreement shall be sent to either Party at the following addresses in writing and sent by mail or hand delivery.

13. GOVERNING LAW

This Framework Agreement shall be governed, construed and interpreted by, through and under the laws of the Republic of Liberia.

14. BINDING CLAUSE

This Framework Agreement is binding on the parties hereto, their successors in title, their representatives and assigns as if they were specifically mentioned herein.

IN WITNESS WHEREOF, THE PARTIES HAVE
HERETO SET THEIR HANDS ON THIS DOCUMENT
ON THE DATE AND IN THE YEAR ABOVE WRITTEN
IN THE CITY OF MONROVIA, LIBERIA

FOR CLASS STATIONERY STORE:

General
Mr. Ali

City Center

FOR LIBERIA NATIONAL POLICE:

Inspector General
Liberia National Police

03-28-22