

Framework Agreement for the Supply of Food Stuff (B/S No. 17/ST/2021/001/2022)

This purchase and sales Framework Agreement is made on the 17 day of March 2022 between the Liberia National Police, represented by its Inspector General, Hon. Patrick T. Sudue of the LNP located on the Capitol Bypass, hereinafter referred to as the ("Purchaser") and ECHO GROUP OF COMPANY, represented by its General Manager, Mr. N. Edwin Wesley, located on Randall Streets 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 Food Stuff 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 Food Stuff for use by the as an authorized tender by the Supplier for the supply of those goods for the agreed Unit limited to the amount of Dollars as indicated in Annex-1 (price schedule) or the equivalent amount Dollar to be communicated by Ministry of Finance & Development Planning for Food Stuff attached, herein after called "the Unit Framework Agreement Price."

Whereas, the Supplier has represented to the 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 Food Stuff during the life of this Framework Agreement;

Whereas Echo Group of Company is a Dealer of Food Stuff and registered Liberian Owned business in the Republic of Liberia with the International Standard Business code for all Economic Activities as (ISIC) G-4630), and whose registered offices at Randall Street (the "Supplier") has agreed to supply the LNP with Food Stuff in a safe, efficient and cost-effective manner.

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

It is hereby agreed that the Supplier shall be paid for the supply of Food Stuff in United States Dollars (USD) within thirty (30) days of the date of receipt of payment from 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 communicated by MOFDP for the supply and delivery of Cleaning Materials. Payment shall be made in full 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 rate of exchange or any other rate that is not approved by Government.

The Supplier shall supply Food Stuff in accordance with the terms and conditions of the Framework Agreement and the Supplier's bid.

The Parties, in the full and free exercise of their mutual promises and obligations, have entered into this Framework Agreement.

1. DEFINITIONS:

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

"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;

"FRAMEWORK AGREEMENT" means an arrangement whereby parties (purchaser &

8. FRAMEWORK AGREEMENT PERIOD

The Framework Agreement shall be valid for only One (1) Year, from January 1st to December 31st of 1991. Any performance under the Framework Agreement shall be subject to the approval of the Ministry of Commerce of the Republic of Liberia.

8.2 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.

9. AUTHORITY

The Ministry of Commerce of the Republic of Liberia is hereby authorized to enter into this Framework Agreement with the Supplier. The Supplier shall be bound by the terms and conditions of this Framework Agreement. The parties shall be bound by the terms and conditions of this Framework Agreement. The parties shall be bound by the terms and conditions of this Framework Agreement.

10. TERMINATION OF RIGHTS

The Framework Agreement shall be terminated if the Supplier fails to deliver the goods within the time period specified in the Framework Agreement. The other party may terminate this Framework Agreement after official notice of the other party. Thirty (30) Days to cure the breach.

11. 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 90 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 Supplier's situation deteriorates significantly, the Supplier shall be bound by the terms and conditions of this Framework Agreement. The Supplier shall be bound by the terms and conditions of this Framework Agreement. The Supplier shall be bound by the terms and conditions of this Framework Agreement.

Should it arise that the Purchaser fails to raise any objection to the new proposed price 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

The Framework Agreement shall be terminated if the Supplier fails to deliver the goods within the time period specified in the Framework Agreement. The other party may terminate this Framework Agreement after official notice of the other party. Thirty (30) Days to cure the breach. The Supplier shall be bound by the terms and conditions of this Framework Agreement. The Supplier shall be bound by the terms and conditions of this Framework Agreement.

11. MODIFICATION

This Framework Agreement, together with the entire understanding between the parties, whether oral or written, are hereby incorporated into this Agreement. Any modification to this Agreement shall be in writing.

12. NOTIFICATION

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

13. GOVERNING LAW

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

14. BINDING CLAUSE

This Framework Agreement is binding on the parties and their successors in business and assigns as 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

Echo Group of Company

FOR LIBERIA NATIONAL POLICE:

03-28-22

Mr. N. Edwin Wesly
Echo Group of Company

03-28-22
Inspector General
Liberia National Police