

MONTSERRADO COUNTY)
REPUBLIC OF LIBERIA)

Framework Agreement for the Supply of Stationery (IFB No. LNP/SPP/CB/SS/001/2022)

This purchase and sales Framework Agreement is made the 09 day of 14 2022 between the Liberia National Police, represented by its Inspector General, Hon. Patrick T. Sudue of the LNP located on the Capitol Bye pass, hereinafter referred to as the ("Purchaser") and Class Stationery Store, represented by its General Manager, Mr. Hassan Khazem, located at Broad & Mechlin Streets Intersection, 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 Stationeries to enhance the full implementation of its statutory mandate and activities for training at the Liberia National Police Training Academy in Monrovia and other parts of Liberia; and

Whereas, the purchaser Sole Source the supplier for the supply and delivery of Stationeries for its upcoming training at the Police Training Academic as its procurement plan is approved by the PPCC for extension of its existing contract for the supply of stationery for this 2022 fiscal which Tender was accepted 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 Stationeries 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 Stationeries during the life of this Framework Agreement;

Whereas Class Stationery Store is a dealer of Stationeries and is registered in the Republic of Liberia with the International Standard Business code for all Economic Activities as (ISIC) G-4761), and whose registered office is at Randall Street (the "Supplier") has agreed to Supply the LNP with Stationeries in an efficient and cost-effective manner;

Whereas this Framework Agreement is for the potential purchase of Stationeries 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 Thirteen Thousand Five Hundred Thirty Nine United States Dollars (USD\$13,539.00) of which payment will be based on monthly allotments received from Central Government through the Ministry of Finance and Development Planning for the Training of 500 hundred police recruits at the Liberia National Police Training Academic 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 Stationery to be made upon call-off 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 GOL rate of exchange not any other rate that is not approved by Government;

Whereas, the purchaser wishes to procure Stationeries in accordance with the Unit Prices Quoted for Stationeries 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:

any defect that may be reported.

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 prices 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

Both parties that either party may terminate the Framework Agreement.

11. BINDING CLAUSE

This agreement is binding on the parties hereto, their successors in business, legal 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


Mateko Inc.:

R. Yearney
Witness

FOR LIBERIA NATIONAL POLICE:

L. H. Chade
Witness

Mr. Bassam Osayli
Chief Executive Officer (CEO)


Hon. Patrick T. Sudue
Inspector General of Police
Liberia National Police