

Corporation (LWSC) represented by and through its **Managing Director, Duamman A. Kamara** of the City of Monrovia, Montserrado County, Republic of Liberia, hereinafter referred to as the **BUYER** and **Lion Stationery** organized and existing under the laws of the Republic of Liberia, represented by its **General Manager, Kamal Dinani** also of the City of Monrovia, Montserrado County, Republic of Liberia, hereinafter referred to as **SUPPLIER**, hereby:

WITNESSETH:

WHEREAS, the Liberia Water & Sewer Corporation (**BUYER**) is in need of reliable supplier to supply **Office Supplies & Stationery (Assort)** to be used in the performance of its statutory functions, which includes the provision of safe drinking water to the residents of Monrovia and eventually the entire country with contract number **IFB#: LWSC/NCB/ 002/21/21**; for Office use and

WHEREAS, the **BUYER** through the National Competitive Bidding process sought to identify a suitable supplier with the requisite know-how and experience, as per bid requirement to deliver, upon request or immediately the needed **Office Supplies & Stationery (Assort)** as indicated in the bidding documents which shall form a cogent part of this Agreement; and

WHEREAS, the **BUYER**, in keeping with the requirements of the Public Procurement Concessions Act, invited Tenders for certain goods, viz., supply of **Office Supplies & Stationery (Assort)**; and has accepted a Tender by the Supplier for the supply of those goods; and

WHEREAS, **Lion Stationery**, (**SUPPLIER**), an Indian Corporation, registered under the Liberian Corporation Laws and having its registered office Benson Street, Monrovia, Liberia participated in the bidding process by submitting **Bid**; and

WHEREAS, following careful and thorough analysis of all bids submitted for the supply of **Office Supplies & Stationery (Assort)**, the **SUPPLIER** was selected as the most suitable entity to supply the needed quantity and quality of **Office Supplies & Stationery (Assort)**; and

WHEREAS, the **SUPPLIER** has agreed to provide the required goods upon terms and conditions agree upon;

NOW THEREFORE, with the view of realizing and putting into effect the agreement for the procurement and supply of the required quantity and quality of **Office Supplies & Stationery (Assort)**, the parties hereto covenant and mutually agree to the following terms and conditions:

ARTICLE I- THE AWARD

The **BUYER** agreed to award to the supplier, this contract to supply **Office Supplies & Stationery (Assort)** as stated in this Agreement, "LWSC's specifications are made a part hereof by reference".

ARTICLE II-ACCEPTANCE

The supplier realizing and cognizant of the urgent needs and requirements the **BUYER** hereby accept, agree, and covenant to supply the required quantities and quality of **Office Supplies & Stationery (Assort)** as per the specifications stipulated in the Bidding Documents.

MAK

ARTICLE IV- PAYMENT TERM

It is mutually agreed and understood by the parties that the contract value herein awarded is based on the total amount of **(14,141.00) Fourteen Thousand One Hundred Forty-One United States Dollars** or its equivalent in Liberian Dollars (LD); as quoted by the Supplier and above indicated quantities, which include costs, and other charges that may be imposed by the Government of the Republic of Liberia;

- a) LWSC shall undertake to pay an initial 50% of the amount of every Purchase Order to the supplier before supplies can be made and the balance shall be paid one week after the delivery based on the unit cost and quantities requested by Purchaser.
- b) The supplier agrees to deliver the **Office Supplies & Stationery (Assort)** immediately upon the request by the purchaser.

ARTICLE V- CONTRACT PERIOD

The Agreement shall be for a period of Three (3) months, commencing as of October, 2021 and up to December, 2021.

ARTICLE VI-COMMUNICATION

All notices, demands, instructions, proposals emanating from the BUYER to the supplier under the terms of the Agreement shall be in writing and under the signature of the Managing Director or a duly authorized representative of the BUYER. All notices, demands, proposals, and claims emanating from the SUPPLIER to the BUYER under the terms of the Agreement shall be in writing and under the signature of its General Manager or a duly authorized representative.

ARTICLE VII-RESOLUTION OF DISPUTES

If any dispute or difference of any kind (a Dispute") arises between the BUYER and the Supplier in connection with, or arising out of this Agreement, the both within thirty (30) days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of the BUYER and the Supplier shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within five (5) Business Days, the Dispute shall be referred within two (2) Business Days of the elapse of the five (5) Business Days to the designated representatives of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the designated representatives for BOTH have had at least five (5) Business Days to resolve the Dispute following referral of the Dispute to them. If the parties are unable to resolve the Dispute using the procedure described in this section, either party may deliver notice to the other party of its intent to submit the Dispute to arbitration ("Arbitration Notice"). The Arbitration Notice shall include the specific issues concerning the Dispute that must be resolved by the arbitration.

ARTICLE VIII-PROVISIONS FOR DEFAULT AND TERMINATION

In the event, the Supplier defaults in the supply of the **Office Supplies & Stationery (Assort)** as required under the terms and conditions stipulated in the contract: the supplier on a weekly basis

No.	Description	UNIT	qty	Lion Stationery	
				U/P	T/P
1	A4 Sheet	ctns	50	22.00	1,100.00
2	Assorted Pen all colors	pks	20	5.00	100.00
3	Correction Fluid pen	pks	10	12.00	120.00
4	Highlighters	pks	10	2.50	25.00
5	White Board Marker	pks	12	2.50	30.00
6	Permanent Marker	pks	20	3.00	60.00
7	Memory Stick 32	pcs	10	22.00	220.00
8	Desk Tray	pcs	8	10.00	80.00
9	Paper Clip (Small& Large)	pks	10	1.50	15.00
10	Stamp Pad Ink (Blue & Red)	pcs	10	1.50	15.00
11	Desk Tray		10	10.00	100.00
12	Ledgers (Blue Record Book)	pcs	10	4.00	40.00
13	Carbon Sheet	pks	15	4.00	60.00
14	Box Files	ctns	5	85.00	425.00
15	Desk Pad	pcs	8	15.00	120.00
16	Stapler Pins	pks	17	2.00	34.00
17	Paper Clips	pks	20	1.00	20.00
18	Brown Envelopes (small &A4)	pks	40	5.00	200.00
19	White Envelopes	pks	20	2.00	40.00
20	Staple machine	Pks	20	7.00	140.00
21	Stick on Pad	pks	25	5.00	125.00
22	Scissors	pcs	18	2.00	36.00
23	Bond Sheet (A4 size)	ctns	10	21.90	219.00
24	Heavy Duty Paper Clips (Small &Medium)	pcs	10	2.00	20.00
25	Brown Hanging Folder	pks	10	12.00	120.00
26	Ink for Pad	pcs	18	1.50	27.00
27	Calculator (12digits)	pcs	15	10.00	150.00
28	HP Canon 201A	pcs	6	75.00	450.00
29	Hewlett Packard Laserjet P2055d	pcs	10	45.00	450.00
30	H P Laserjet Pro MFP M225 DW	pcs	10	45.00	450.00
31	Hewlett Packard Laserjet P1102	pcs	10	45.00	450.00
32	Canon iSensys MF216n	pcs	10	50.00	500.00
33	HP Laserjet Pro MFP M225 DW	pcs	10	45.00	450.00
34	Canon iSensys 211	pcs	10	50.00	500.00
35	Hewlett Packard Laserjet P1102w	pcs	10	45.00	450.00
36	Canon Isensys MF4410	pcs	10	50.00	500.00
37	Canon iSensys 211	pcs	10	50.00	500.00
38	Canon Pixma Mx 494	pcs	10	65.00	650.00
39	Canon Isensys MF4890dw	pcs	10	50.00	500.00
40	Canon Isensys MF4410	pcs	10	50.00	500.00

Amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both parties.

All notices and other communications (collectively "Notices") required or permitted under this Agreement shall be in writing and shall be given to each party at its address. All Notices shall be (i) delivered personally or (ii) sent by electronic mail.

Governing Laws "This Agreement is executed in Liberia and the Laws of the Republic of Liberia shall govern its interpretation and effect".

ARTICLE X - BINDING CLAUSE

This contract is binding on the parties hereto, their successor in business, legal representatives, and assigns as if they were specifically mentioned herein.

"IN WITNESS WHEREOF, THE PARTIES have executed this Agreement at the City of Monrovia, Republic of Liberia, on the day and year first above written.

IN THE PRESENCE OF:

FOR: LIBERIA WATER AND SEWER CORPORATION

N.C. Payne

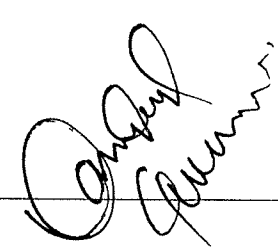
BY: _____

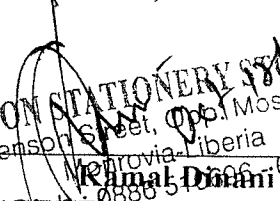

Hon. Duanna A. Kamara
MANAGING DIRECTOR

FOR:

LION STATIONERY

(SUPPLIER)




BY: _____
LION STATIONERY CO.
Benson Street, Opp. Mosque,
Monrovia, Liberia
Tel: 0880 511 693
Kamal Dooani
(GENERAL MANAGER)