REPUBLC OF LIBERIA)
MONTSERRANDO COUNTY)

Framework Contract for the Supply of Stationery

This Contract is hereby made and entered into this 16 day of May A.D. 2022, by and between the Ministry of Education represented by its **Minister, Prof. D. Ansu Sonii, Sr.**, hereinafter known and referred to as the **Purchaser** and **K. Kartik Stationery** represented by its General Manager **Karan Narwani** hereinafter known and referred to as the **Supplier.** The parties' mutuality agrees as follow to wit:

Witnesseth:

Whereas, the Purchaser desires to apportion funds towards the cost of procuring **Stationery for Lot 1,** under the Contract **Stationery & Ink Cartridges** pursuant to the ***IFB No: MOE/NCB/002/22***

Whereas, **Purchaser,** through the bidding system, identified as a suitable supplier with the requisite materials and experience, as per bid requirement to deliver, upon request or immediately the needed **Stationery** as indicated in the bid documents (**Bids, Ref: IFB No: MOE/NCB/002/22**), which shall form a cogent part of this Agreement

Whereas, the Supplier, is a business, registered under the Liberian Corporation Laws and having its registered office in Monrovia, Liberia, participated in the bidding process by submitting BIDS, inclusive of proforma invoice: and

Whereas, following a careful and thorough analysis of all bids submitted for the supply of **Stationery** was selected as one of the most suitable entity to supply as contemplated by **Purchaser**; and

Whereas, the **Purchaser** is willing to enter into the Agreement with the Supplier in reliance of the **Supplier's undertaking** to deliver the requisite **Stationery** upon request in accordance with this Agreement and the BIDS submitted by the Supplier; and

NOW, therefore, in consideration of the premises, and the mutual obligations undertaken herein, the Purchaser and the Supplier, intending to be legally bound, hereby agreed as follows:

OBLIGATIONS OF SUPPLIER

1. *The Supplier shall deliver Stationery as stipulated in Bid document above mentioned and the Purchase Order prepared by Purchaser upon the Purchaser's request in a timely manner. The* supplier shall be responsible to deliver the Stationery to the Ministry of Education's main office, Ministerial Complex, Congo Town.
2. The **Supplier** shall complete the delivery of the required **Stationery** requested by the Purchaser within the full term of the contract which serves for the annual year 2022 and commences from the date both parties affix their respective signatures to the contract.
3. Notwithstanding count "2" the **Service Provider** has guaranteed to supply on all **Stationery Services** upon Purchaser's request in a most timely manner but not exceeding the annual year 2022.

4. **COST OF PROJECT/PAYMENT TERMS**
5. The parties agreed on the unit price and quantity of the **stationery and ink cartridges** based on the below breakdown stipulated herein and any other related educational materials:

#	Description	Quantity	UoM	Unit Price	Total Price
1	A4 Paper (80gsm double A)	2800	Carton	24.00	67, 200.00
2	Legal Paper (F-14-216x356mm-80gsm-double A)	50	Carton	44.00	2,200.00
3	Ink pens (Blue & Black)	50	Carton	65.00	3,250.00
4	Staplers Machine (Standard)	10	Carton	125.00	1,250.00
5	H/D Staple Machine	2	Carton	145.00	290.00
6	Staple pin (Standard)	4	Carton	115.00	460.00

7	H/D Staple Pin	5	Carton	100.00	500.00
8	Hanging Folders (L/s)	5	Carton	75.00	375.00
9	Manila Folders L/s	5	Carton	75.00	375.00
10	Manila Folders (A-4)	50	Carton	60.00	3,000.00
11	Manuscript Book (L/s)	5	Carton	95.00	475.00
12	Yellow Pad (A4)	3	Carton	120.00	360.00
13	Yellow Pad (S/s)	5	Carton	130.00	650.00
14	Paper Glue	5	Carton	192.00	960.00
15	Steno Pad	10	Carton	54.00	540.00
16	Box File (L/s)	20	Carton	78.00	1,560.00
17	Correction Pen	10	Carton	60.00	600.00
18	Correction fluid (bottle)	5	Carton	100.00	500.00
19	Staple remover	10	Carton	115.00	1,150.00
20	Stick-on-Pad L/s	10	Carton	180.00	1,800.00
21	Carbon Paper	10	Carton	125.00	1,250.00
22	Marker (permanent)	15	Carton	225.00	3,375.00
23	Write board marker	10	Carton	375.00	3,750.00
24	Envelope (white, A5 Size)	10	Carton	20.00	200.00
25	Thinner	2	Carton	105.00	210.00
26	Pen Drive 16GB	100	Carton	9.50	950.00
27	Highlighter (assorted colors)	5	Carton	180.00	900.00
28	Brown Envelop (A4 size)	5	Carton	70.00	350.00
29	Brown Envelop (L/s)	5	Carton	100.00	500.00
30	Calculator (L/s)	7	Carton	69.00	483.00
31	Paper clip (M/S)	10	Carton	188.00	1,880.00
32	Paper clip (L/s)	10	Carton	150.00	1,500.00
33	double Clip S/s	20	Carton	180.00	3,600.00
34	Desk Tray (4x1)	10	Set	7.00	70.00
35	Postal Sheet	10	Ream	12.00	120.00
36	Plain Envelopes	10	Carton	20.00	200.00
Grand Total					$106,878.00

6. Upon the full delivery of total quantity of Stationery as of when requested at the designated location stated above, and a delivery note shall be duly signed by the purchaser designated representative, the purchaser shall pay the SUPPLIER through its funding sources, the total amount stipulated in the supplier's quote and not to exceed the total value of the contract.

7. Purchaser covenants and warrants paying or causing to be paid the invoice amount of Stationery supplied by the SUPPLIER within the annual year.

QUALITY

8. **Supplier** warrants that it shall deliver its **Stationery** for receipts by Purchaser in a state and condition that is of merchantable quality.

DURATION AND CONTINUANCE OF THE AGREEMENT

9. Save for clause "2", the life span of this Agreement shall be for the full annual year 2022 commencing from May **A. D. 2022** up to and including the **last day of annual year 2022** provided **Purchaser** serves notice of intent to cancel this Agreement as provided for in count 15 below. The

Parties desire this Contract to be a self-executing contract unless there is a clear breach of a provision herein which has not been duly cured by the breaching Party after notice.

DEFAULT AND TERMINATION

10. The following shall constitute Events of Default on the part of the **Supplier:**

    a) Save in the case of force majeure as defined hereunder in this Agreement, the repeated and persistent failure or refusal by the **Supplier** to timely perform any material obligation under this Agreement; **provided** that **Purchaser** shall give ten (10) days prior written notice to the **Supplier** specifying that a material default or defaults exist which will unless corrected, constitute a material breach of this Agreement on the part of the **Supplier** unless such default is corrected within a reasonable period;

    b) The occurrence of one or more of the following events: The **Supplier** being or becoming insolvent, bankrupt, or ceasing to pay its debts as they matured.

11. The following shall constitute events of default by the **Purchaser:**

    a) Save in the case of force majeure as defined hereunder in this Agreement the repeated and persistent failure or refusal by **Purchaser** to timely perform any material obligation under the Agreement, provided the **Supplier** shall give ten (10) days' prior written notice to the **Purchaser** specifying that a material default or defaults exists which will, unless corrected constitute a material breach of this Agreement on the part of the **Purchaser** unless such default is corrected within a reasonable period.

12. Termination of Agreement following an Event of Default:

    a) If an Event of Default has occurred, the non-defaulting party shall have the option to terminate this Agreement upon ten (10) days prior written notice from the non-defaulting party to the defaulting party.

    b) If this Agreement is terminated pursuant to this section, the amount of damages, if any, which the defaulting party may owe to the non-defaulting party shall be determined by arbitrary persistence to clause "16" hereunder.

13. Neither party shall be in default on account of, and neither party shall assume any liability responsibility for, consequences arising out of the interruption of its performance under Agreement by epidemics, fire, flood, unusually severe weather or any extraordinary and disturbances, acts of nature or of the public enemy, act of the Liberian Government or another foreign Government in its sovereign capacity, civil commotion, riot, acts of terrorism, insurrection or hostilities (whether or not declared war), condition may adversely affect the safety of either party's personnel and / or equipment, restriction due to quarantines, blockades, embargoes, severe and unforeseen market shortage, or any cause beyond the reasonable control of such party, that arise without the fault or negligence of such party, and that result in the delay of performance hereunder. Any such delay resulting from such events shall be deemed excusable. The party whose performance will be delayed by such events will use its best efforts to notify the other within three (3) days after the occurrence of such an event, and the cessation thereof.

14. The parties agreed that if there should be any disputes arising out of the provisions of this Agreement which cannot be resolved by the parties themselves same shall be submitted to a competent court of jurisdiction in Liberia or any court having jurisdiction in any such matter.

15. This Agreement shall not be assigned by either party without the prior written notice to the other party, except the SELLER shall have the right to assign this Agreement to any of its subsidiaries or affiliates.

MISCELLANEOUS

16. Regulatory: This Agreement and all operations hereunder are subject to the applicable laws of the Republic of Liberia and the applicable orders, rules, and regulations contained herein shall be not construed as waiver of any to question or contest any such lay, order of regulation in any form having jurisdiction in the premises.

17. Notice: All provided for herein, shall be in writing and shall be deemed to be delivered to Supplier when addressed to Seller at:

K. Kartik
Monrovia, Liberia

And shall deemed to be delivered to Purchaser when addressed to:
Ministry of Education
Ministerial Complex, Congo Town
Monrovia, Liberia

All notices shall be delivered by electronic of physical mail, text, or by such courier that can evident delivery, and to such other single name and address as either party may give to the other party.

18. This Agreement shall be bidding upon and inure to the benefit of the parties permitted, the successors and assigns hereto pursuant to this section. Any attempted assignment made contrary to this Section shall be void.

For the **Purchaser**	for the **Supplier**
Prof. D. Ansu Sonii, Sr.	Karan Narwani
Minister	**General Manager/CEO**
Ministry of Education	**K. Kartik Stationery**

Witnessed:

PURCHASER	Ankit **SUPPLIER**

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OPP. HARBEL SUPER MARKET
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