

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

FRAMEWORK CONTRACT FOR THE SUPPLY OF AIR TICKETS

This Contract is hereby made and entered into this 27 day of May A. D. 2022 by and between the Ministry of Education (MoE) represented by its Minister, Prof. D. Ansu Sonii, Sr., hereinafter known and referred to as the Purchaser and Universal Travel Services, Inc. represented by its General Manager, Mrs. Roseline J. Todd, hereinafter known and referred to as the Supplier. The parties mutually agree as follows to wit:

Witnessed:

Whereas, the Purchaser, desire to apportion funds towards the cost of procuring air tickets under the contract.

Whereas, Supplier, through the bidding processes, identified as a suitable firm with the requisite technical know-how and experience, as per request requirement to deliver, upon request or immediately the needed Air Tickets as indicated in the bidding documents (BID), which shall form cogent part of this Framework Agreement;

Whereas, the Supplier, a Liberian Corporation, registered under the Liberian Corporation Laws and having its office on Carey Street, Monrovia Liberia, participated in the bidding process by submitting Bid Documents;

Whereas, following careful and thorough analysis of all bids submitted for the supply of Air tickets, the Supplier was selected as the most suitable entity to supply the needed Air Tickets as contemplated by the 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 Air Tickets upon request in accordance with this Agreement and the bid documents submitted by the Supplier and;

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

OBLIGATIONS OF SELLER

1. The Supplier shall deliver the tickets as requested and quantity as indicated in the Purchase Order prepared by the Purchaser upon the purchaser's request in a timely manner. The Seller shall be responsible to deliver the tickets to the PURCHASER'S Head Office via hardcopies and/or be electronic mail.

2. The Supplier shall complete the delivery of the required Air Tickets requested by the purchaser within the full term of the contract which is for six months, May 27, 2022 to December 2022.

3. Notwithstanding count "2" Supplier has guaranteed to as and when required upon purchaser's request in a most timely manner and or at the time purchaser needs the supply.

4. The Supplier shall be duly responsible to update the Purchaser on a regular bases when there's change in flight price before the issuance of ticket, when required.

5. The parties agree on the price summary of the Air-Ticket based on the below breakdown stipulated herein:

Lot. 1

Travel to Africa, America, and Asia	Economy Class	Business Class
Monrovia-Johannesburg-Monrovia (Kenya Airways)	2,701.08	5,155.92
Monrovia-Dakar-Monrovia (Air-Dakar-Monrovia) Air Cote D' Ivoire	1469.88	2,363.04
Monrovia-Lagos-Monrovia (Askyl)	930.96	1,715.04
Monrovia-Freetown-Monrovia (Africa World)	842.4	1172.88
Monrovia-Sao-Paulo-Monrovia (British Airways)	4,300.56	7,301.88
Monrovia-Buenos Aires-Monrovia (Delta Airlines)	4,566.24	8,238.24
Monrovia-Bogota-Monrovia (British Monrovia)	4,282.20	6,460.56
Monrovia-Brasilia-Monrovia (British Airways)	3,551.04	13,531.32
Monrovia-Caracas-Monrovia (Emirates Airlines)	4,058.64	10,066.68
Monrovia-Lima-Monrovia (Delta Airlines)	5,292.00	11,448.00
Monrovia-Santiago-Monrovia	4,565.16	8,534.16
Monrovia-New York-Monrovia (Royal Air Morac)	2,463.48	4,134.24
Monrovia-Boston-Monrovia (KLM)	2,903.04	5,380.56
Monrovia-Atlanta-Monrovia (SN Brussels)	2,938.68	5,243.40
Monrovia-Seoul-Monrovia	2,809.08	4,407.48
Monrovia-Tokyo-Monrovia	2,796.12	4,840.56
Monrovia-Tokyo-Monrovia	2,916.00	4,666.68
Monrovia-Beijing-Monrovia	2,472.12	4,526.28
Monrovia-Hong Kong-Monrovia	2,549.88	4,093.20
Monrovia-Singapore-Monrovia	3,194.64	4,536.00
Monrovia-Bangkok-Monrovia	2,677.32	4,135.32

5. **Supplier** agrees that in its air tickets issued to purchaser the validity period of the ticket must be stated and such period must be in line with the rules and conditions of the tickets.
6. That the purchaser shall provide secured custody for the safe keeping of the **air tickets** upon delivery by the Supplier.
7. That the purchaser shall make or cause to make payment to the supplier upon delivery of the air tickets requests as stipulated herein not later than four (4) weeks.
8. That the **Purchaser** shall notify the **Supplier** of any stolen air tickets and/or any unprofessional treatment by **Supplier** employee(s) upon discovery for **Supplier's** acknowledgement and subsequent actions in order not to serve same and remedy the situation. Supplier shall however not be held for stolen and missing air tickets already in the custody of the purchaser.
9. That the **Purchaser** shall have the exclusive right to negotiate the price of the air ticket with the Seller if she realizes that a lower fare is offered by another vendor (for the same route, flight and airline) or purchase air ticket from another vendor if the **Supplier** fails to deliver or issued tickets to the **Purchaser** within the requested deadline, or where persistent breaches of this Agreement are not remedied by **Supplier**.
10. The Supplier shall be duly responsible to update the Purchaser on a regular bases when there's change in flight price before the issuance of ticket, when required.

	Economy Class	Travel to Europe and Australia	
		Monrovia-Rome-Monrovia (British Airways)	2031.48
		Monrovia-Zurich-Monrovia (Royal Air Maroc)	1875.96
		Monrovia-Munich-Monrovia (British Airways)	2032.56
		Monrovia-Madrid-Monrovia (SN Brussels)	1935.36
		Monrovia-London-Monrovia (British Airways)	1823.04
		Monrovia-Amsterdam-Monrovia (Air Luthans)	2513.52
		Monrovia-Dublin-Monrovia (British Airways)	2513.16
		Monrovia-Stockholm-Monrovia	2000.16
		Monrovia-Stockholm-Monrovia	2000.16
		Monrovia-Stockholm-Monrovia	4278.96
		Monrovia-Sydney-Monrovia (SN Brussels)	3,190.32
		Monrovia-Auckland-Monrovia (British Airways)	3,441.96
		Monrovia-Brisbane-Monrovia (Delta Airlines)	3,652.56
	Business Class		11,111.04

PAYMENT TERMS

11. That the Supplier shall deliver air tickets as stipulated from time to time before payment is done through the Ministry or through the Government of Liberia Voucher System. **Purchaser** agrees to disclose to the **Supplier** through which channel the payments will be made.

12. The **Purchaser** shall pay the **Supplier** an amount not to exceed what is indicated on the invoice or the approved **Purchase Order**. This amount has been established based on the understanding that it includes the unit costs and profits as well as any tax obligation that may be imposed on the **Supplier**.

13. **Purchaser** covenants and warrants paying the invoice amount of air tickets supplied by the **Supplier**'s within the time and date of invoice. Invoices are to be paid within four (4) weeks of ticket issuance.

DURATION AND CONTINUANCE OF THE AGREEMENT

14. Save for clause "2", the life span of this Agreement shall commence from May A. D. 2022 up to and including the **December 2022** provided **Purchaser** serves notice of intent to cancel this Agreement as provided for in count 16 below. The Parties desire this Contract to be self-executing contract unless there is a clear breach of a provision herein which has not duly cured by the breaching Party after notice.

DEFAULT AND TERMINATION

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

a) Unless 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 twenty (20) days prior written notice to constitute a material breach of this Agreement on the part of the **Supplier** unless such default is corrected within reasonable period of time;

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 mature.

16. 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 this Agreement, provided the **Supplier** shall give seven (7) days' prior written notice to the **Purchaser** specifying that a material default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of the **Purchaser** unless such default is corrected within reasonable period of time.

b) Refusal or failure of the **Purchaser** to pay amounts owed to the **Supplier** herein for fourteen (14) days following written notice that such amounts are due.

17. 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 within seven (7) days prior written notice from 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 arbitration pursuant to clause "16" hereunder.

FORCE MEASURE, ARBITRATION

18. Neither party shall be in default on account of, and neither party shall assume any liability or responsibility for, consequences arising out of the interruption of its performance under this Agreement by epidemics, fire, flood, unusually severe weather or any extraordinary natural 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 that 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 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 seven (7) days after occurrence of such an event, and the cessation thereof.

19. The parties agreed that if should in case any disputes arise concerning 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.

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

MISCELLANEOUS

21. Waiver of Breach: The waiver by any party, of any breach, on any of the provision of the contract a continuing waiver of other breaches of the same or other provisions of the Contract shall result to termination of the Contract.

22. Regulatory Bodies: 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 law, order or regulation in any form having jurisdiction in the premises.

23. Notice: All notices provided for herein shall be in writing and shall be deemed to be delivered to Seller when addressed to Seller at:

Universal Travel Services & Cargo Inc.
Carey Street,
Monrovia, Liberia

And shall be deemed to be delivered to Buyer when addressed to:

Ministry of Education
Ministerial Complex, Congo Town
Monrovia, Liberia

All notices shall be delivered by mail, postage prepaid, or by such courier that can evidence delivery, and to such other single name and address as either party may give to the other party.

24. Prior Air Ticketing Agreements: This Agreement terminates and supercedes any prior Air Ticketing Purchase Contracts or Agreements by and between the Parties or other interests.

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

PURCHASER

Ruth J. Garmelke

Witnessed:

Ministry of Education

MINISTER,

Prof. D. Ansu Sonu, Sr.

For the Purchaser:

SUPPLIER

J. D. Casles

Universal Travel Services, Inc.

General Manager

Mrs. Roseline J. Todd

For the Supplier: