

*Ministry Cf Foreign Affairs
Capitol Hill
1000 Monrovia, 10 Liberia
West Africa*

**FRAMEWORK AGREEMENT FOR REPAIR AND MAINTENANCE SERVICE
(CIVIL WORKS)**

THIS AGREEMENT made on the *28th day of June 2021* between the Ministry *of Foreign Affairs* Of *The Republic of Liberia* (hereinafter called "the Purchaser") of the one part and **PLG Construction Company of Monrovia** (hereinafter called "the Contractor") of the other Part:

WHEREAS, the Purchaser desires to enter into a non-exclusive Agreement with the Supplier;

WHEREAS, the Supplier agrees to furnish the Purchaser and Purchaser agrees to accept, on the terms and conditions set forth in this Agreement, the prices and goods;

WHEREAS, the Purchaser invited bids with consideration of the Request For Quotation Procurement Method for the *provision of Repair & maintenance Service-Civil works* and has accepted a bid by the contractor for the service according to the Priced Bill of Quantities as was Evaluated (hereafter called "the agree on Contract Price");

WHEREAS, the Ministry in accordance with the Public Procurement and Concessions Act of 2010 as amended and restated, declare the **PLG Construction Company** as Winner;

WHEREAS, the Parties agree to enter into a contractual arrangement for the *Provision of Repair and Maintenance Service-Civil work*;

NOWHEREFORE, THE PARTIES AGREE ON THE FOLLOWING:

ARTICLE 1

In this Agreement words and expressions shall have the same meanings as are Respectively assigned to them in the Conditions of Contract referred to.

ARTICLE 2

The following documents shall be deemed to form and be read and construed as Part of This Agreement:

- (a) The Tender Form and the Priced Bill of Quantities submitted by the Bidder;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract;
- (f) The Purchaser's Notification of Award; and
- (g) The Contract Data Sheet

ARTICLE 3

The Supplier shall maintain for the period beginning upon the effective date of this Agreement until **30th day of June 2021**, firm prices, as stipulated herein, as per the attached pro forma invoice (Price Schedule)(Annex A), for, **THE PROVISION OF REPAIR AND MAINTENANCE SERVICE** (hereinafter referred to as goods).

ARTICLE 4

The Contractor will act as a contractor to Purchaser and receive call-off orders for all or part of Purchaser's requirements for Service under this Agreement. Requirements shall mean any actual repair and maintenance service that results in expenditure for Purchaser and does not include planning figures for such requirements.

ARTICLE 5

This Agreement does not constitute a contract for the goods as specified hereunder. Only an order in the form of a call-off order or Local Purchase Order (LPO) as provided in Article 6 shall obligate the Purchaser to purchase goods / services as identified therein.

ARTICLE 6

Purchaser may purchase repair and maintenance service under this Agreement by issuing a call-off order or Local Purchase Order (LPO) (hereinafter referred to as "LPO") identifying with specificity the services required, delivery term any other special terms and conditions.

ARTICLE 7

Notwithstanding Article 8, if the Service Provider breaches any term or condition of this Agreement, once a LPO has been issued in accordance with Article 6 including but not limited to price and delivery requirement, Purchaser shall be entitled to immediately purchase substitute Service from next source as it relates to a vendor that participated in the bidding process and ranked second. As such, the primary Service Provider who breaches the term or condition of this Agreement shall reimburse Purchaser for any reasonable increase in the purchase price.

ARTICLE 8

In cases of force majeure where unforeseeable circumstances beyond the control of either party render impossible performance under this Agreement such performance shall be excused without prejudiced.

ARTICLE 9

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work performed hereunder.

ARTICLE 10

Amicable Settlement, the Parties shall use their best efforts to settle amicably any dispute, controversy or claims arising out of this Agreement or the breach, termination or invalidity thereof.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law of the REPUBLIC OF LIBERIA on day and year first above written.

IN TH PRESENCE OF

FOR THE SUPPLIER

Mr. Carlos Ofori
Administrative Manager

Hon. Deweh E. Gray (Cllr.)
ACTING MINISTER