

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

FRAMEWORK AGREEMENT FOR SUPPLY OF STATIONERY

THIS AGREEMENT is entered on the 3^d day of March 2020 between *The Ministry of Foreign Affairs Of The Republic of Liberia* (hereinafter called "the Purchaser") of the one part and **Lion Stationery Store** of Monrovia (Hereinafter called "the Supplier") of the other Part:

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

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

WHEREAS, the bidding process was divided into three lots;

WHEREAS, the Purchaser invited bids in consideration of the National Competitive Bidding (NCB) Procurement Method for the ***Supply of the Stationery and*** has declared Lion Stationery Store as winner, predicated upon which her Bid has been accepted for the Supply of Stationery at the unit price for each item as provided in the evaluation report and offered accordingly;

WHEREAS, the Parties agree to enter into a contractual arrangement for the supply of the goods (Stationery);

NOW THEREFORE, 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 Price Schedule submitted by the Bidder;
- (b) The Schedule of Requirements;
- (c) The Specification;
- (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

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ARTICLE 3

The supplier shall maintain for the period beginning upon the effective date of this Agreement until *30 day of June 2020*, firm prices, as stipulated herein, as per the attached evaluation report for, **Supply of Stationery**, (hereinafter referred to goods).

ARTICLE 4

The Supplier will act as a supplier to the Purchaser and receive **call-off orders or purchase order** for all or part of Purchaser's requirements for goods under this Agreement. Requirements shall mean any actual purchase 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 and shall obligate the Purchaser to purchase goods as identified therein.

ARTICLE 6

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

ARTICLE 7

Notwithstanding Article 8, if the Supplier breaches any terms or conditions of this Agreement, once a LPO or call off-order 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 goods from another source. As such, the primary Supplier 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 prejudice.

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.

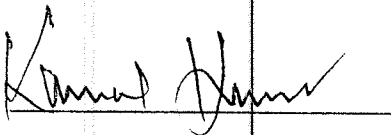


ARTICLE 10

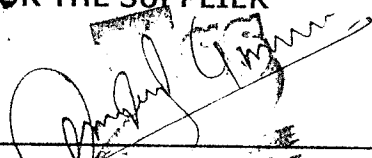
Amicable Settlement, the Parties shall use their best efforts to settle amicably any dispute, controversy or claims arising out of this Agreement or the breach, termination or invalidity thereof.

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.

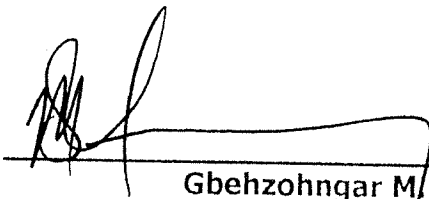
IN THE PRESENCE OF :



FOR THE SUPPLIER


Deepak Gurnani
General Manager
Equipment

FOR THE MINISTRY


Gbehzohngar M. Findley
MINISTER