JUDICIAL BRANCH



REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

FRAMEWORK AGREEMENT FOR PROVISION OF GENERATOR RPAIR/MAINTENANCE SERVICE

WITNESSETH:

WHEREAS, the JUDICIARY intends to apply a portion of its budgetary allocation to the procurement of Generator Repair/Maintenance Service,

WHEREAS, the JUDICIARY is desirous of entering into a FRAMEWORK AGREEMENT with a competent PROVISION of Generator repair/maintenance Service, duly licensed and authorized to carry on the sale and supplies of Generator Repair/Maintenance service in the Republic of Liberia;

WHEREAS, the "TECHNO TECH INC." is engaged in the sale and supplies of Generator Spare Parts in the Republic of Liberia; and has represented itself-satisfactorily to the JUDICIARY, that it possesses the requisite specifications of the spare parts desired by the JUDICIARY, which the JUDICIARY has found of good quality on the local market; and,

WHEREAS, the JUDICIARY has accepted the offer of the "TECHNO TECH INC." to be its local SUPPLIER of Generator Repair/Maintenance Service, under terms and conditions herein mentioned.

NOW, THEREFORE, the PARTIES have mutually agreed as follows:

1.0 TERMS AND CONDITIONS.

(a) The **FRAMEWORK AGREEMENT** is based on <u>pre-agreed unit price</u> of **your quotation submitted** for the provision of Generator Repair/Maintenance Service of Generators; hereinafter called the ("<u>pre-agreed unit price"</u>)' or the amount of <u>xxxxxxxxxxxxxx</u>;

- (b) It is expected that Generators assigned to the Judiciary will be serviced within the **FRAMEWORK AGREEMENT** period. These are services that will be required from time to time by the **JUDICIARY**from the **SUPPLIER**.
- (c) As and when these services are rendered to the **JUDICIARY**, the **SUPPLIER** will present for payment, invoices and waybills evidencing effected supply and delivery to the JUDICIARY Building, Temple of Justice.
- (d) The maximum duration of the **FRAMEWORK AGREEMENT** is limited to one (1) year. The Unit price herein mentioned under clause (a) will remain unchanged during the period of **FRAMEWORK AGREEMENT**.

2.0 DELIVERY TERMS:

This specific procurement is made throughout the term of the **FRAMEWORK AGREEMENT** as follows:

- (a) In this **FRAMEWORK AGREEMENT**, words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions referred to herein.
- (b) The following documents shall constitute the FRAMEWORK AGREEMENT between the PURCHASER and the SUPPLIER, and each shall read and construed as an integral part of the FRAMEWORK AGREEMENT:

3.0 TECHNICAL SPECIFICATIONS.

The **PARTIES** have mutually agreed that the **SUPPLIER** shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the **FRAMEWORK AGREEMENT**.

4.0 SCHEDULE (S) OF DELIVERY.

List and locations for delivery
The **SUPPLIER**'s submitted quotations
Documents evidencing delivery

5.0 COMPENSATION:

- (a) In consideration of the payments to be made by the PURCHASER to the SUPPLIER as hereinafter mentioned, the SUPPLIER hereby covenants with the PURCHASER to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the FRAMEWORK AGREEMENT.
- (b) The **PURCHASER** hereby covenants to pay the **SUPPLIER** in consideration of the provision of the Services and the remedying of defects therein, the **FRAMEWORK AGREEMENT** Price or such other sum as may become payable under the provisions of the **FRAMEWORK AGREEMENT** at times and in the manner prescribed by the **FRAMEWORK AGREEMENT**.

(c) The **PURCHASER** shall make payments to the **SUPPLIER** on delivery and acceptance of the services as well as submission of delivery note, invoice and a waybill.

6.0 WARRANTY.

The **SUPPLIER** warrants that all the services are completely rendered, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the **FRAMEWORK AGREEMENT** ------

7.0 FULL AGREEMENT.

The **FRAMEWORK AGREEMENT** shall prevail over all other **FRAMEWORK AGREEMENT** documents. In the event of any discrepancy or inconsistency within the **FRAMEWORK AGREEMENT** documents, then the documents shall prevail in order listed above.

IN WITNESS whereof the **PARTIES** hereto have caused this **FRAMEWORK AGREEMENT** to be executed in accordance with the Laws of Liberia on the day, month and year indicated above.

For and on behalf of the PURCHASER:

SIGNED:

Cllr. Elizabeth J. Nelson

In the capacity of:

COURT ADMINISTRATOR

In the presence of:

For and on behalf of the SUPPLIER:

Signed:

Mr. Rahib Hamdour

In the capacity of:

MANAGER

In the presence of: