

07/23/19
1215 hrs
Smith
MONTSERRADO COUNTY)
REPUBLIC OF LIBERIA)

Framework Agreement for the Supply of Vehicle Spare Parts (IFB No. LNP/NCB/001/19/20)

This purchase and sales Framework Agreement is made the 23 day of Sept 2019 between the Liberia National Police, represented by its Director, Hon. Patrick T. Sudue of the LNP located on the Capitol Bye pass, hereinafter referred to as the ("**Purchaser**") and **Auto Link Spare Parts & Services**, represented by its General Manager, **Mr. Shadi Zwainy**, located on Randall Street, Central Monrovia, Monrovia, Republic of Liberia, hereinafter referred to as the ("**Supplier**"). Collectively, the **Purchaser** and **Supplier** are referred to as the "**PARTIES**", and do hereby:

WITNESSETH

Whereas, the Purchaser is desirous of purchasing Vehicle Spare Parts to enhance the full implementation of its statutory mandate and activities in Monrovia and other parts of Liberia; and

Whereas, the purchaser invited Tenders for the supply and delivery of Vehicle Spare Parts for use by the LNP and has accepted a Tender by the Supplier for the supply of those goods for the agreed Unit prices in United States Dollars indicated in Annex-1 (price schedule) or the equivalent amount in Liberian Dollars as may be communicated by MOFDP for Vehicle Spare Parts attached, herein after called "the Unit Framework Agreement Price.

Whereas, the framework agreement preceding this Framework Agreement was consummated for the supply and delivery of Vehicle Spare Parts for the LNP during the period prior to the passage of the 2019/20 fiscal budget."; and

Whereas, the Supplier has represented to Purchaser that Supplier has the requisite technical, financial, and organizational capacity to meet all responsibilities associated with implementing and maintaining this Contract, and agreed to sell and supply Vehicle Spare Parts during the life of this Contract;

Whereas **Auto Link Spare Parts & Services** is a dealer of Vehicle Spare Parts and is registered in the Republic of Liberia with the International Standard Business code for all Economic Activities as (ISIC) **G-4530**), and whose registered office is on Randall Street (the "**Supplier**") has agreed to Supply the LNP with Vehicle Spare Parts in an efficient and cost effective manner;

Whereas this Framework Agreement is for the potential purchase of **Vehicle Spare Parts** in accordance with the schedule of delivery and technical specification section of the bidding document issued to bidders:

Whereas, this Framework Agreement covers the total appropriation of Forty eight thousand six hundred **United States dollars** (USD\$48,600) of which payment will be based on monthly allotments received from Central Government through the Ministry of Finance and Development Planning for twelve months of the fiscal period. Howbeit, payment under this Framework Agreement to the supplier will be based on pre-agreed unit prices in **United States Dollars** as indicated in Annex-1 (price schedule) attached or the equivalent amount in Liberian Dollars as may be communicated by MOFDP for the supply and delivery of **Vehicle Spare Parts** to be made upon call-off or made in line with committed local purchase order (LPO) during the contract period by the Liberia National Police. The conversion rate to be used will be the prevailing GOL rate of exchange not any other rate that is not approved by Government;

Whereas, the purchaser wishes to procure **Vehicle Spare Parts** in accordance with the Unit Prices Quoted for **Vehicle Spare Parts** in the Supplier's bid;

NOW THEREFORE, the parties, in consideration of their mutual promises and covenants, agree as follows:

1. DEFINITIONS:

In the context of this Contract, the following words shall have the meaning given hereinafter:

"**AUTHORIZED REPRESENTATIVE**" means an employee of the Purchaser with written approval from the Purchaser to receive Products on its behalf.

"FRAMEWORK AGREEMENT" means an arrangement whereby parties (purchaser & Supplier) to the agreement, agree to purchase and supply goods, works and services from each other, without an up-front consideration being made by the purchaser, normally for a period of one (1) year. However, each time the purchaser uses the agreement a separate Framework Agreement is formed by the consideration paid for in question.

"FRAMEWORK AGREEMENT PERIOD" means the term of this Framework Agreement as described in clause 5;

"DELIVERY" means the physical delivery of goods representing the Vehicle Spare Parts purchased at the place designated in the order;

"ORDER" means any written order for Vehicle Spare Parts issued by the Purchaser including by e-mail and confirmed in writing by the Supplier in accordance with and pursuant to the Contract;

"PARTIES" means the Supplier and the Purchaser, including their successors, permitted assignees and permitted transferees, a "Party" means any one of them;

"Vehicle Spare Parts" means all items associated with the maintenance and repair of damaged Vehicle parts to get the vehicle in moving condition by providing Spare Parts which normally include, filter, oil seal, brake fluid, brakes shoes, connecting rod, tires, battery, etc.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement viz:

- ✓ The Tender form and the price schedule submitted by the bidder;
- ✓ Schedule of requirements;
- ✓ Technical specification;
- ✓ General Conditions of Contract;
- ✓ Special Conditions of Contract;
- ✓ Purchaser Notification of award.

RECITALS

2. VEHICLE SPARE PARTS PRICES

All prices quoted herein are in United States Dollars. This Framework Agreement is based on pre-agreed unit prices in Annex-1 (price schedule attached) for the supply and delivery of all Vehicle Spare Parts per the schedule of requirements. Unit price in this Framework Agreement is **"Fixed" throughout the life of this Contract**, but subject only to upward or downward adjustments in line with product cost as approved by the Ministry of Commerce and Industry (MOCI). Such approved changes in price shall be communicated to the Purchaser as soon as practicable.

3. PRODUCT DELIVERY

The Supplier shall source, supply and deliver Vehicle Spare Parts to the Purchaser at the Headquarters of the Liberia National Police located on Capitol By-Pass. All requests for goods under the government voucher system are subject to the approval of the BGA/MOFDP.

3.1 Delivery of Goods will be made as shall be requested and agreed upon under "Vehicle Spare Parts Prices in the Price Schedule" above. That is to say against purchase order.

3.2 Delivery of Vehicle Spare Parts to the Liberia National Police will be based upon issuance of local purchase order (LPO) to the supplier on a monthly basis as per availability of allotment. Delivery shall also be based upon request by the LNP in writing, signed by an authorized person of the agency at any time prior to the receipt of allotment (Call-off).

delivered to the Account of the Purchaser, which documents are to be signed by the Authorized Representative for the Purchaser.

- 3.4 **Security of Auto Link Spare Parts & Services.** Vehicle Spare Parts delivered to the Purchaser for shall automatically become the responsibility of the Purchaser, unless in such case when a defect exists, then the purchaser will inform the supplier who shall immediately remedy any defect that may be reported.

4. PAYMENT TERM

- 4.1 As and when these items are supplied to the Liberia National Police, the supplier will present for payment, invoices and delivery notes evidencing effected supply and delivery to the Agency for payment. Payment will be done through the Ministry of Finance & Development Planning IFMIS Voucher System and is contingent upon the release of allotment by the Ministry of Finance and Development Planning (MOFDP).

5. FRAMEWORK AGREEMENT PERIOD

- 5.1 This **Framework Agreement** shall be valid for only One (1) year, from July 1, 2016 and shall terminate on June 30, 2017. Any performance by either Party beyond the termination date shall not be construed as renewal of this Contract.

- 5.2 The maximum duration of this Framework Agreement is limited to One (1) fiscal period. The unit prices offered will remain unchanged, enforced and binding on the parties during the period of the contract.

6. ABITRATION

In case of any dispute arising out of or relating to this Contract, the Party raising the dispute shall first serve Notice on the other Party setting forth a description of the dispute and requesting that the Parties meet to negotiate an amicable settlement. All disputes not amicably settled by the parties shall be finally settled through arbitration in accordance with the arbitration rules of the Republic of Liberia.

7. RECIPROCAL RIGHTS CLAUSE

Should it occur that either Party fails to perform one or more of the obligations devolving upon it by virtue of this Contract; the other party may terminate this Framework Agreement after official Notice to the other Party Thirty-Days to cure the default.

8. FORCE MAJEURE

It is also agreed and understood by the Parties hereto that in the event of hostilities including civil disturbances, natural disaster or other acts of God beyond the control of either party that renders performance under this Framework Agreement impossible, the party unable to perform shall give notice in writing to the other party as soon as practicable upon the occurrence. Thereafter, the obligations of the parties shall be suspended until the force majeure is cure but for no longer than 60 days. The party giving such notice shall, as far as practicable, remedy such disability with all reasonable dispatch.

9. EQUITY CLAUSE

Should it arise that during the term of the Framework Agreement that the general economic situation deteriorates significantly, or should it arise that the economic conditions on the basis of which the Supplier's sales price are calculated are effected such that the supply profitability is no longer ensured, the Supplier shall convey the fact to the Purchaser in writing and thereafter the Purchaser and the Supplier shall meet in order to find common ground.

Should it arise that the Purchaser fails to raise any objection to the new proposed price/s within a time period of one week as of the date upon which notice issued, the Purchaser shall be construed as having accepted the new prices.

10. TERMINATION

It is mutually agreed by both parties that either party may terminate the Framework Agreement by giving seven (7) days' notice to the other, subject however to whatever rights have accrued by virtue of delivery and receipt of the Goods. In the event of failure by Auto Link Spare Parts & Services Center to deliver the Vehicle Spare Parts when due or within 7 days thereafter, the purchaser shall have the option to purchase the Vehicle Spare Parts from another source and the purchaser shall have the right to recover any additional cost incurred from the supplier **including increased costs associated with obtaining substitute Goods.**

11. MODIFICATION

This Framework Agreement constitutes the total and entire understanding between the parties and all previous agreements or understandings, whether oral or written, are hereby merged and incorporated into this contract. Any modification to this Framework Agreement must be agreed upon by the parties in writing.

12. NOTIFICATION

All communications and notices under this Framework Agreement shall be sent to either Party at the following addresses in writing and sent by mail or hand delivery.

13. GOVERNING LAW

This Framework Agreement shall be governed, construed and interpreted by, through and under the laws of the Republic of Liberia.

14. BINDING CLAUSE

This Framework Agreement is binding on the parties hereto, their successors in business, legal representatives and assigns as if they were specifically mentioned herein.

**IN WITNESS WHEREOF, THE PARTIES HAVE
HERETO SET THEIR HANDS ON THIS DOCUMENT
ON THE DATE AND IN THE YEAR ABOVE WRITTEN
IN THE CITY OF MONROVIA, LIBERIA**

FOR AUTO LINK SPARE PARTS & SERVICES:

Witness

General Manager

Mr. Shadi Zwainy

Auto Link Spare Parts & Services

FOR LIBERIA NATIONAL POLICE:

Witness

Hon. Patrick T. Sudue

Inspector General

Liberia National Police