

Framework Agreement for the Supply and delivery of Vehicle Spare Parts

This Framework Agreement is made and entered into this 1st day of May AD 2023 by and between the **Liberia Broadcasting System** hereinafter called "the Purchaser" and **Divine Destiny General Spare Parts** a dually registered Liberia Business under the laws of the Republic of Liberia and having its principal place of business at Clara Town, Bushrod Island hereinafter called "the Supplier". The Liberia Broadcasting System intends to apply portion of its budgetary allocation to the procurement of assorted vehicle spare parts under the package (**Repair & Maintenance of Vehicle IFB NO LBS/NCB/004/23**)

This framework agreement is based on pre agreed unit price as quoted on the Original RFQ Mark **IFB NO LBS/NCB/004/23 CONFIDENTIAL. QUOTATION FOR THE SUPPLY and Delivery of Vehicle Spare Parts** (hereinafter called "the unit price"). It is expected that up to about the same amount of quantities in the (NCB) of Delivery of Vehicle Spare Parts will be procured within the contract period. These are goods that will be required from time to time by the Liberia Broadcasting System.

Payment Term: As and when these items are supplied to the Liberia Broadcasting System, the supplier will present for payment, invoices, and delivery note/waybills evidencing effected supply and delivery to the Liberia Broadcasting System for payment and all payments to the Supplier shall be made in United States Dollars or its equivalent in Liberian Dollars at the prevailing Central Bank exchange rate and payment term shall be at most thirty (30) working days from date of invoice or delivery order, and payment shall be made by checks in favor of the Supplier and paid to its designated officer within the term stated herein, except otherwise agreed by both parties.

Duration of contract: The maximum duration of this agreement is limited to the end of this fiscal year 2023. The unit price will remain unchanged during the period of the Framework Agreement.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. That the Supplier shall supply, upon request by the Buyer, certain quantity of Vehicle Spare Parts to the Buyer for its operational use in Monrovia as specified by the buyer's purchase orders.
2. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the condition of contract referred to.
3. 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 contract
 - This framework agreement
 - Technical specifications
 - Schedule(s) of delivery
 - List and location of for delivery
 - The supplier's submitted quotations
 - Documents evidencing delivery
4. This agreement shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above'



5. 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 goods and services and to remedy defects therein in conformity in all respects with the provision of the contract.
6. The purchaser shall make payments to the supplier on delivery and acceptance of the goods as well as submission of delivery note, invoice and a waybill.
7. **Technical specification:** the supplier warrants that all the goods and related services comply with the technical specifications and other provisions of the agreement.
8. **Warranty:** the supplier warrants that all the goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Framework Agreement.

The Parties hereby agree that this supply, delivery of Vehicle Spare Parts Framework Agreement shall commence on the 1st day of May AD 2023 and shall terminate on the 30th of December A.D. 2023. It is further mutually agreed by the Parties that either Party may terminate this Agreement (with or without fault) by giving the other Party at least THIRTY (30) DAYS written notice in advance.

That the foregoing constitutes the intent of the parties and same shall be binding upon them and their legal representatives and successors in business and/or office as if they were themselves parties and signatories to this Framework of Vehicle Spare Parts Supply and delivery Agreement

In witness thereof the parties have caused this 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: Estelle Liberty-Kemsh

In the capacity of: Director General

In the presence of: Augustine Sambokeh

For and on behalf of the Supplier

Signed: ODUM BENGTAS

In the capacity of: Managing Director

In the presence of: Chidozie Emmanuel