

Republic of Liberia)
Montserrado County)

Contract for the Supply of Office Equipment

This Contract for the Supply of Office Equipment is made and entered into this 30th day of May 2023 by and between the **National Fisheries and Aquaculture Authority (NaFAA)**, represented by its Director General, Hon. Emma Metieh Glassco, of the City of Monrovia, Republic of Liberia, (hereinafter known and referred to as the "**PURCHASER**") and **United Office Supplies & Equipment**, a Corporation incorporated and operating under the Laws of the Republic of Liberia, represented by its Manager, Mr. Lavesh Kewalramani, of Benson Street, Monrovia, (hereinafter known and referred to as the "**SUPPLIER**"). The **PURCHASER** and **SUPPLIER**, collectively referred to as the "**PARTIES**" and each individually as a "**PARTY**," hereby

WITNESSETH

WHEREAS, the **PURCHASER** has apportioned funds for the procurement of the office equipment and conducted a National Competitive Bidding (NCB) process (Ref. IFB No. NaFAA/NCB/005/2023) for the acquisition of said equipment;

WHEREAS, the **SUPPLIER** has presented itself with adequate documentation that it has the requisite capacity and experience, as per bid requirement, to supply and deliver as maybe requested by the **PURCHASER** the office equipment, as indicated in the Bid Documents, which shall form a cogent part of this Contract; and

WHEREAS, the **PURCHASER** is willing to enter into this Contract with the **SUPPLIER** in reliance on the **SUPPLIER**'s undertaking to deliver the requisite office equipment upon request in accordance with this Contract and the Bid document submitted by the **SUPPLIER**.

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and intending to be legally bound, the Parties hereby agree on the below stipulated terms and conditions, as follow:

ARTICLE 1: THE AWARD

The **PURCHASER** hereby contracts the **SUPPLIER**, and the **SUPPLIER** hereby accepts to be contracted by the **PURCHASER**, to supply and deliver the Office Equipment, as stipulated in the Bid Documents, to the **PURCHASER**'s office at Bushrod Island, either at its technical office in the Coast Guard Base area or at its Administrative Office located adjacent LPRC;

ARTICLE II: OBLIGATIONS OF SUPPLIER

1. That the **SUPPLIER** hereby undertakes to supply to the **PURCHASER** the following Office Equipment:

2. The **SUPPLIER** shall supply and deliver the items, in the agreed quantities as requested by the **PURCHASER** on the Purchase Order prepared and submitted by the **PURCHASER** to the **SUPPLIER**. It is being understood by the parties that the **SUPPLIER** shall supply and deliver the above mentioned Office Equipment no later than fifteen (15) days upon the receipt of an approved Local Purchase Order from the **PURCHASER** or at a reasonable time agreed with the **PURCHASER**.

3. The **SUPPLIER** shall provide free delivery and installation of the office equipment at the **PURCHASER**'s office at Bushrod Island, either at its technical office in the Coast Guard Base area or at its Administrative Office located adjacent LPRC;

4. The **SUPPLIER** shall present for payment: invoices, waybills and delivery notes evidencing supply, delivery and installation to the **PURCHASER**.

5. The SUPPLIER has guaranteed that the equipment to be supplied shall comply with the technical specifications as enshrined in the Bid Document submitted by SUPPLIER to PURCHASER.

6. The SUPPLIER hereby grants PURCHASER two (2) years warranty, plus six (6) months of free after sales service on all the items supplied as provided for in the Warranty Statement submitted by the SUPPLIER and made an integral part of this Contract.

ARTICLE III: OBLIGATIONS OF PURCHASER

1. The PURCHASER shall provide secured custody for the safe keeping of the Office Equipment upon delivery by the SUPPLIER.

2. That the PURCHASER shall notify the SUPPLIER of any defective or mal-functioning equipment upon discovery, for SUPPLIER's verification, acknowledgment and subsequent replacement.

3. The PURCHASER hereby covenants to pay the SUPPLIER in consideration for the supply of office equipment mentioned supra the total sum in United States Dollars or its Liberian Dollars equivalent at the prevailing Central Bank of Liberia exchange rate.

4. The PURCHASER shall make payment to the SUPPLIER of the amount due not later than thirty (30) days or any other timeframe agreed upon after delivery, installation and acceptance by the PURCHASER as well as submission of delivery note, invoice and waybill by the SUPPLIER.

ARTICLE IV: CONSIDERATION

The Parties hereto mutually agree that the total value of this Agreement shall not exceed **US\$15,000.00 (Fifteen Thousand United States Dollars)** for the Office Equipment as stipulated in the Bidding Document. Payments shall be made by the PURCHASER not later than thirty (30) days or any other timeframe agreed upon, after delivery, and acceptance by the PURCHASER.

ARTICLE V: UNDERTAKING

The Parties hereby covenant and agree that they will faithfully keep and perform each and every one of the provisions of this Contract including the attached documents thereto.

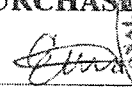
ARTICLE VI: BINDING EFFECT

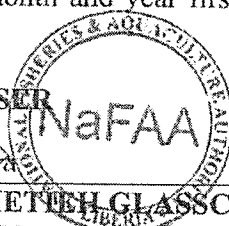
That the foregoing constitutes the intent of the Parties and same shall be binding upon them, their assigns, legal representatives and successors in business and or office as if they were themselves party and signatories to this Agreement.

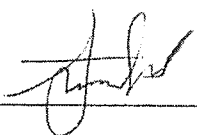
In witness whereof, the PARTIES hereto have caused this Agreement to be executed in accordance with the Laws of the Republic of Liberia on the day, month and year first written above.

IN THE PRESENCE OF:

FOR: THE PURCHASER


HON. EMMA METTEH GLASSCO
DIRECTOR GENERAL, NAFAA





FOR: THE SUPPLIER


MR. LAVESH KEWALRAMANI
MANAGER