

REPUBLIC OF LIBERIA
Jackson F. Doe Memorial Regional Referral Hospital
Tappita City, Lower Nimba County

FRAMEWORK CONTRACT

THIS FRAMEWORK AGREEMENT is made and entered into on this 22nd day of November, A.D. 2021.

BETWEEN

The Jackson F. Doe Memorial Regional Referral Hospital (JFDMRRH), a Medical institution of the Government of the Republic of Liberia and having its principal place of Business in Tappita, Nimba County, Liberia, represented by and thru its Chief Administrator, **Mr. Ebenezer Toe Strother**, hereinafter called "the Purchaser" and **ATCO Incorporated** a business firm under the laws of the Republic of Liberia and having its principal place of business on Rehab ELWA adjacent Total Gas gas station (hereinafter called "the Supplier").

Whereas "the Purchaser" conducted a National Competitive bidding proceeding for 4 (four) weeks to procure **Food Items** and has accepted **ATCO Incorporated** bid as the most responsive bid to supply **Food Items** from November 22nd, 2021 to December 1st, 2021 Special fiscal period end as specified in the Invitation for Bid (IFB) for the Unit Prices as stipulated in the quotation.

TERMS AND CONDITIONS

1. The framework agreement is based on pre agreed unit prices in USD for the supply of **Food Items** units of (hereinafter called "the Unit Price").
2. It is expected this month or quarter budgetary allotment appropriated for the supply of **Food Items** will be solely procured within the contract period since the budget has not been passed of 2021.
3. As and when this **Food Items** is supplied to" the Purchaser", the supplier will present for payment, invoices evidencing effected supply, delivery to the JFDH.
4. The maximum duration of the agreement is limited to this period from November 22nd to November 31 2021. The Unit price will remain unchanged during the period of contract; except where there is some Situation that may arise during the period of the contract. (That is when government imposes taxes that may cause some issue and the regulated price information comes out for changes).

This specific procurement is made throughout the term of the agreement AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the contract:
 - This Framework Agreement
 - Technical Specifications
 - Schedule(s) of Delivery
 - List and locations for delivery
 - The supplier's submitted quotations
 - Documents evidencing delivery
3. The contract 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 order listed above.
4. 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 remedy defects therein in conformity in all respects with the provisions of the Contract.

- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at times and in the manner prescribed by 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 and invoice within 30 to 45 days.

Technical Specifications

The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Agreement.

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 Contract

IN WITNESS whereof the parties hereto 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: [Signature]

Mr. Ebenezer toe Strother

In the capacity of: Chief Administrator //JFDH

In the presence of: [Signature]

Mr. Bill Kruah

Chief Financial Officer

For and on behalf of the Supplier

Signed: [Signature]

In the capacity of: General Manager

In the presence of: [Signature]

Sales Manager

: [Signature]

Supply Manager