LEGAL/DOUBLE Republic of Liberia Montserrado County





Cell #:0886 528084/0886490789 / 0880312359 /0881012826/0776030897 Email:

> Office of the Notary Public Monrovia, Liberia

### NOTARY CERTIFICATE

Personally Appeared before me in my Office with the City of Monrovia, Montserrado county, Republic of Liberia, this 6TH day of JULY A.D. 2020 duly qualified and commissioned Notary Public of and in the County of Montserrado and in the Republic aforesaid the Parties to the attached Documents:

> RICE SUPPLY AGREEMENT BETWEEN THE LIBERIA MARITIME AUTHORITY HEREIN REFERRED TO AS "AUTHORITY" AND DENNIS BUSINESS CENTER

HEREIN REFERRED TO AS THE "SUPPLIER"

Did In My Presence And In The Presence Of Each Other Execute And Sign Their Genuine Signature On The Said Instrument(S) To Be Person(S) They Represent And That The Same Was Made In My Presence And Declared By Each Of Them To Be Their Own Handwriting(S).

Therefore, I S. PETER DOE-KPAR Notary Public Aforesaid Have Attached My Official Signature And Notary Seal To Avail When And Where Necessary.

> I Have Affixed My Genuine Signature Attesting To This Transaction By The Power Vested In Me This 6194 day of JULY A.D. 2020

SEAL

S. PETER DOE-KPAR

NOTARY PUBLIE, MONTSERRADO COUNTY, R.I

# REPUBLIC OF LIBERIA) MONTSERRADO COUNTY)

#### RICE SUPPLY AGREEMENT

THIS FRAMEWORK AGREEMENT is made and entered this 20<sup>th</sup> day of September 2019, by and between the Liberia Maritime Authority, an autonomous agency of Government of Liberia organized, existing, and doing business under the statutory laws of the Republic of Liberia, located on Tubman Boulevard, Sinkor, and represented by its Principal Director of Administration & Legal Services Nya S. Gbaintor, Esq., of the City of Monrovia, County of Montserrado, Republic of Liberia, hereinafter referred to as "Authority", and Dennis Business Center, a business duly organized and existing under the laws of the Republic of Liberia, located at Paynesville, Red-light, Monrovia Liberia and represented by its General Manager Mr. Adonis Tinnie also of the City of Monrovia, Liberia hereinafter referred to as "Supplier". Both the Authority and Supplier are hereinafter individually referred to as the" party." And collectively as "the Parties".

#### RECITALS:

**WHEREAS.** the Authority placed an offer (National Competitive Bidding IFB NO. LiMA/ NCB/OO4/19/20 in the local newspapers seeking bids from Rice Vendors Agencies to supply the Authority with rice for the 2019/2020 fiscal year:

WHEREAS, the Supplier responded to the bid solicitation with a sealed bid expressing its interest to supply the Authority with rice supply for the period; and

WHEREAS, the Authority selected Supplier as the vendor for the supply of rice to its staff, after a careful review of the bids submitted by the bidders and the due diligence it performed as required by the Amended PPCC Act of 2010 to verify the information contained in the bids as meeting its technical specifications: and

WHEREAS, in like manner, the Supplier has accepted to supply the Authority with rice under the terms and conditions of this Agreement and will use its best efforts irrespective of constraints it may face by unexpected circumstances beyond its control to provide constant supply of rice to the Authority at a competitive market price.

**NOW, THEREFORE.** for and in consideration of the mutual promises, covenants and agreements contained herein, the Parties agree as follows.

#### Article I Award

The Authority, after receiving, reviewing, and evaluating various sealed bids it received in response to its National Competitive Bidding IFB NO. LiMA/ NCB/004/19/20 hereby agrees and awards and by these presents does award this Contract to the Supplier to supply rice to the Authority under the terms and conditions of the Agreement.

#### Article II Term

It is mutually agreed and understood by the Parties hereto that the terms of this Agreement shall be for the certain period S commencing the 20<sup>th</sup> day of September 2019 and ending on the 30<sup>th</sup> day of June 2020 At the end of this term, the Parties may agree to renew or extend this Agreement of terms and conditions to be agreed.

\_\_\_\_

#### Article III Scope of Performance

It is mutually agreed and understood that for and in consideration of the payment to be made by the Authority under this Agreement, the Supplier agrees to supply the Authority with its rice supply Services requirements in accordance with the technical specifications prescribed in the National Competitive Bidding IFB NO. LiMA NCB:004-19:2020. The Supplier shall supply Rice (in quantity and quality) to the Authority based upon the presentation of a signed Purchase Order by the Authority.

## Article IV Payment

It is mutually agreed and understood by the parties that the Authority shall make payment for the value of the contract on a need basis to the supplier at least thirty (30) days after the requested services are supplied and upon the submission of an invoice and a delivery note to the Authority by the Supplier.

#### Article V Warranty

It is mutually agreed and understood by the Parties hereto that the Authority has the right to reject and return any bag(s) of rice which is are faculty and or below the standard requested for within thirty (30) days of delivery by the Supplier to the Authority.

The Supplier agrees and warrants to replace any, and all returned damaged bag of rice of the quality requested for by the Authority.

#### Article VI Independent Contractor

It is mutually agreed and understood by the Parties hereto that the Supplier is an independent contractor and that this Contract in no way or form creates an employer-employee relationship between the Authority and the Supplier. The Supplier shall continue to be independently responsible for its obligations and no obligation may be transferred to the Authority by this Contract.

### Article VII Termination

It is mutually agreed and understood that the failure of the Supplier or the Authority to perform in strict adherence to the terms, conditions and stipulations of this Contract, shall subject same to termination by either party upon given four (4) weeks written notice to the party in breach and if the party so being notified, fails to rectify said breach within the period of the notice.

Notwithstanding, the Authority reserves the right to terminate this Contracts by giving two (2) weeks written notice to the Supplier, which notice shall be addressed to the Supplier on his/her address hereunder:

SUPPLIER'S ADDRESS DENNIS BUSINESS CENTER PAYNESVILLE, REDLIGHT MONROVIA, LIBERIA

> Article VIII Force Majeure



IN WITNESS WHEREOF, THE PARTIES Hereto have executed and acknowledged this Instrument and affixed our names and signatures On this 20th day of September 2019

IN THE PRESENCE OF:

AHT. Augustus S Karr

FOR: IIMA:

Nya S. Gbaintor, Esq.

Principal Director of Administration

& Legal Affairs

FOR: Dennis Business Center:

Mr. Adonis Tinnie General Manager



\$5.00 revenue stamp affixed to the Original.