

FRAMEWORK AGREEMENT

This Framework Agreement is made and entered into this 28th day of October A.D. 2020 between the **Ministry of Justice** (hereinafter referred to as the "Purchaser") represented by its Minister Cllr. Frank Musah Dean, Jr. and **Termiziou Son Business Center** (Hereinafter referred to as the "Supplier") represented by its Chief Executive Officer Mr. Abdurahmani Barrow, an entity operating under the Laws of the Republic of Liberia and having its principal business place at Waterside, Monrovia; each "party" and together the "parties" hereby agree as follows:

WITNESSETH

Whereas, the Ministry of Justice intends to apply a portion of its budgetary allocation to the procurement of *Parboiled Rice*;

Whereas, The Ministry of Justice conducted a competitive bidding process consistent with the requirements of the Public Procurement and Concessions Act (PPCA) and the Supplier was the winning bidder;

NOW THEREFORE, the Parties agree as follows:

1. AGREEMENT PRICE AND QUANTITY

The Framework Agreement is based on the average unit price per bag for one 25kg **Parboiled Rice (US\$22.50 which includes transportation and other incidental costs associated with getting the rice to all the prison facilities in the counties)** as stated in the Supplier's submitted quotations after discount (hereafter called "the Unit Prices").

The Purchaser expects to procure up to **13,440**bags of **25kg** Parboiled Rice within the contract period base on pre-agreed unit prices as stated within the Supplier's submitted quotations in the bidding document. As and when budgetary allotments are made available to the Purchaser, the Purchaser shall request a supply of Parboiled Rice up to the budgetary amount allotted.

As and when the Parboiled Rice is supplied to the Purchaser, the Supplier shall present for payment, invoices and delivery notes to the Purchaser. The delivery note shall be signed by the Prison Superintendent (Bureau of Corrections and Rehabilitation), and staff from the Internal Audit Department and the Procurement Unit. The Purchaser shall promptly process same in accordance with the Government of Liberia's payment systems.

2. DURATION OF AGREEMENT

This Framework Agreement shall be valid for the period of twelve months, beginning July 1, 2020 through June 30, 2021. The unit prices as stated in the Supplier's submitted quotations shall remain unchanged during the contract period.

3. DELIVERY TERMS

The supplier shall source, supply and deliver Parboiled Rice to the "Purchaser" at the sixteen prison facilities and detention centers in the counties.

Delivery shall be made to the purchaser upon the approval of Local Purchase Order by the Ministry of Finance and Development Planning (MFDP) and receipt of a copy by the supplier.

Upon approval of a Local Purchase Order, Supplier shall notify the Procurement Unit of the proposed delivery schedule. All deliveries shall be received and signed for by the Prison Superintendent, and staff from the Internal Audit Department and the Procurement Unit.

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of Goods and the Services and remedying of defects therein, the Contract Price or such Sum as may become payment under the provisions of the Contract at the times and in manner prescribed by the Contract.

The Purchaser shall make payment to the Supplier on delivery and acceptance of the Goods as well as submission of delivery notes and invoices.

5. TECHNICAL SPECIFICATIONS

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

6. PERFORMANCE GUARANTEE

Within two days of the signing of this contract by the Parties, the Supplier shall procure an irrevocable Bank Performance Guarantee in the amount of the contract price, from a registered and accredited commercial bank in Liberia, in favor of the Buyer for the duration of this contract, to guarantee the performance of the Supplier and indemnify the Buyer from losses flowing out of the Supplier's default if ever.

7. DISPUTE RESOLUTION

In the event of dispute arising out of or in relation to the term of this agreement, the parties shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If the Parties are unable to resolve the dispute in a satisfactory manner within thirty (30) business days, either party may seek binding arbitration. Upon receipt of written notice by either party calling for arbitration with respect to any dispute arising out of or in relation to the terms of this agreement, the matter shall be submitted to arbitration under the arbitration rules of the Republic of Liberia. Any decision of the arbitration shall be final and binding on the parties.

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 beyond the control of either Party that renders performance under this contract 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 event abates. The Party giving such notice shall, as far as practicable, remedy such disability with all reasonable dispatch. However, if such condition persists for up to 60 days this contract shall be terminated by either party with prior written notice.

9. TERMINATION

It is mutually agreed by both Parties that either Party may terminate the Agreement by giving thirty (30) days' notice to the other, subject however to whatever rights have accrued by virtue of delivery and receipt of the supply. In the event of failure by Supplier to deliver Services when due or within 14 days thereafter, the buyer shall have the option to purchase the Parboiled Rice from another source and the buyer shall have the right to recover any additional cost incurred from the supplier including increased costs associated with obtaining the Supplies.

10. MODIFICATION

Except as otherwise specified in the quotation document tendered during the bidding process and marked as an annexure, this 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 agreement. Any modification to this agreement must be agreed

FOR Supplier

Mr. Abdurahmani Barry
Chief Executive Officer
Termiziou Son Business Center

FOR Buyer

Atty. Edrick F. Noah
Assistant Minister for Adm. & Public Safety.
Ministry of Justice

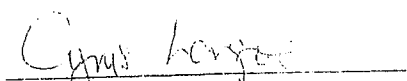
12. GOVERNING LAW

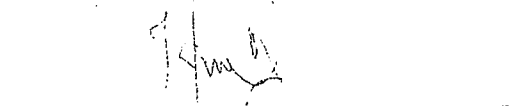
This contract shall be governed by the laws of the Republic of Liberia.

13. BINDING CLAUSE

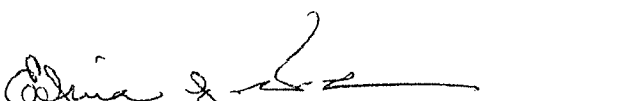
This agreement is binding on the parties hereto, their successors in business, legal representatives and assigns as if they were specifically mentioned herein.

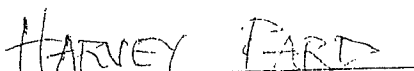
IN WITNESS WHEREOF, THE PARTIES HAVE
HERETO SET THEIR HANDS ON THIS
DOCUMENT ON THE DATE AND IN THE YEAR
ABOVE WRITTEN IN THE CITY OF MONROVIA,
LIBERIA

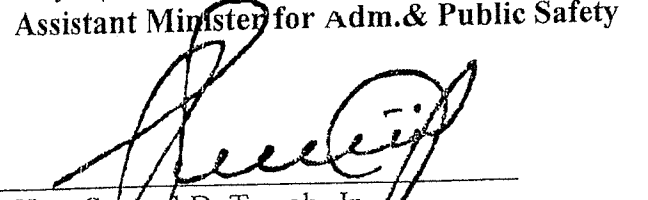

Witness


Mr. Abdurahmani Barry
Chief Executive Officer (CEO)
Termiziou Son Business Center


Witness


Atty. Edrick F. Noah
Assistant Minister for Adm. & Public Safety


Witness


Hon. Samuel D. Tweah, Jr.
Minister of Finance & Development Planning,
R.L

Attested


Cllr. Frank Musah Dean, Jr.
Minister/Attorney General, R.L