

FRAME WORK CONTRACT FOR SUPPLY OF FOOD

THIS CONTRACT is made and entered into this 27 day of August, A.D. 2019 by and between the Ministry of State for Presidential Affairs, Republic of Liberia, represented by and through its Deputy Minister, Honorable G. Wesseh Blamoh (referred to as the "**MINISTRY**"), and the Exclusive Super Store, a business duly registered in Liberia, represented by its Sales Manager, Mr. Naveen Binwani (referred to as the "**SELLER**"), with its principal place of business at ELWA Junction Paynesville, Liberia. The Ministry and the Seller are herein collectively referred to as the "**PARTIES**".

WITNESSETH

WHEREAS, the Ministry wishes to procure food stuff for the Ministry of State;

WHEREAS, interested businesses were requested to tender sealed bids to supply the required food stuff to the **Ministry** within a specified time;

WHEREAS, the **Ministry** conducted an evaluation of the bids and granted an award to the **Seller** as the preferred bidder and winner of Food and Drink supply; and

WHEREAS, the **Seller** represents that it has the capacity to supply all food and drink items and required detailed specifications spelled out as per this contract and agreed to sell and supply food and drink items during the life of this Contract; **Seller** also represents that it has the capacity to supply the Ministry in an efficient and cost effective manner as is required by the Ministry of State for Presidential Affairs;

WHEREAS, this contract is specific to the anticipated purchase of food and drink items detailed in the schedule of delivery and technical specification section of the bidding document issued to the bidders;

WHEREAS, the **Ministry** wishes to procure food and drink items in accordance with the Unit Price quoted for food in the Supplier's bid;

NOW THEREFORE, in order to memorialize in writing the meeting of the minds of the Parties, and in consideration of the mutual promises exchanged and covenants herein contained, the Parties have entered into this Contract agreeing as follows:

ARTICLE I: REPRESENTATION AND WARRANTIES OF THE PARTIES

1.1 The Ministry has awarded the Procurement Contract for the Seller to deliver upon request food and drink items over the contract period to the Ministry of State.

1.2 The Seller accepts to supply the food and drink items required by the Ministry and represents that it has the capacity to perform in accordance with the terms and conditions of this Contract.

1.3 The Ministry represents that it has the financial capacity to make payments as required under this Contract.

ARTICLE II: DESCRIPTION OF GOODS

2.1 The **Seller** shall supply and deliver to the Ministry assorted food and drink items as required as per the bid documents submitted.

ARTICLE III: DELIVERY OF GOODS

3.1 Delivery of food to the **MINISTRY** will be based upon request in writing by an authorized person to the **SELLER** on a call basis as per the availability of allotment.

3.2 Invoices and delivery order will be issued for all quantities of food stuff delivered to the Account of the **MINISTRY**, these documents are to be signed by the authorized representative of the **MINISTRY**.

ARTICLE IV: PAYMENT TERMS

4.1 In consideration of the sale provided by the **SELLER** to the Ministry, the Ministry shall pay the Customer no more than the sum total of **US\$175,995.00 (United States Dollars One Hundred Seventy Five Thousand Nine Hundred Ninety Five dollars)** for purchase price of the sum total of all the food items mentioned in this Contract for a contract period of twelve months from the commencement of this contract.

4.2 The **MINISTRY** warrants that payment shall be made as per request made and delivery executed. Payment will also be based on the unit price as provided in the bid document on the terms of 30(thirty) days from the date of supply of goods.

ARTICLE V: TERMINATION CLAUSE

5.1 It is hereby understood and mutually agreed by the Parties that the Ministry reserves the right to terminate this Contract within the period if the food provided by the **Seller** is not satisfactory to the **Ministry**, and in that case, the Ministry shall serve one week (1) advance Notice of Termination to the Seller prior to the termination. In the event the Ministry makes full or partial payment to the Seller before termination, the Seller is to make full refund of the amounts paid by Ministry within a reasonable time of five days after termination of the Contract.

5.2 The Seller also reserves the right to terminate this Contract for lack of payment by the Ministry after serving a one week advance notice of termination to the Ministry.

ARTICLE VI: DISPUTE RESOLUTION

6.1 That any dispute arising between the PARTIES in this Contract shall be referred to and settled by arbitration. Each party shall select one person and a third person who shall serve as chairman shall be selected by the persons previously selected.

ARTICLE VII: MISCELLANEOUS PROVISION

7.1 No failure or delay on the part of the Ministry to exercise any right, power, or privilege shall operate as a waiver or such right, power, or privilege, nor shall the exercise of such right, power, or privilege of any single right, power, or privilege preclude the Ministry from exercising any of the other rights, powers, or privileges provided for.

7.2 This Contract stands in full force, virtue and effect as of signing by the Parties and effective as of the date first mentioned above, and shall be revised or terminated only upon a written notice of termination or revision to either party, of not less than seven (7) calendar days, and such termination or revision shall be based on cause.

7.3 The Parties agree that no portion of this Contract shall be assigned to any third party without the written consent of the Ministry.

7.4 This Contract is binding on the Parties hereto, their successors-in-office and/or business and legal representatives as if they were specifically named herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND AFFIXED THEIR SIGNATURES ON THE DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF

Patrick D. Balle

For the **"SELLER"**

Mr. Naveen Binwani

For the **"MINISTRY"**

Honorable G. Wesseh Blamoh
Deputy Minister of State for Presidential Affairs, R.L.