

Contract for the Provision Catering Services

This Contract is hereby made and entered into this ____ day of November A.D. 2020, by and between the Ministry of Education represented by its Minister, Prof. D. Ansu Sonii Sr., hereinafter known and referred to as the **Purchaser** and **Nuku's Enterprise Incorporated** represented by its General Manager **ANASA STEWART** hereinafter known and referred to as the **Service Provider**. The parties' mutuality agrees as follow to wit:

Whereas, the Purchaser desires to apportion funds towards the cost of procuring **Catering Services for Lot 6** under this Contract pursuant to the **IFB No: MOE/SBA/NCB/006/20/21**

Whereas, **Purchaser**, through the bidding system, identified as a suitable Service provider with the requisite technical know-how and experience, as per bid requirement to deliver, upon request or immediately the needed **Catering Services** as indicated in the bid documents (**Bids, Ref: IFB No: MOE/SBA/NCB/006/20/21**), which shall form a cogent part of this Agreement

Whereas, the Supplier, is a business, registered under the Liberian Corporation Laws and having its registered office in Monrovia, Liberia, participated in the bidding process by submitting BIDS, inclusive of proforma invoice; and

Whereas, the Service Provider, following a careful and thorough analysis of all bids submitted for the procurement of **Catering Services** was selected as one of the most suitable entity to perform as contemplated by **Purchaser**; and

Whereas, the **Purchaser** is willing to enter into the Agreement with the Service provider in reliance of the **Service provider's undertaking** to deliver the requisite **Catering Services** upon request in accordance with this Agreement and the BIDS submitted by the Service provider; and

NOW, therefore, in consideration of the premises, and the mutual obligations undertaken herein, the Purchaser and the Service providers, intending to be legally bound, hereby agreed as follows:

OBLIGATIONS OF SUPPLIER

1. The **Service provider** shall perform catering services as stipulated in Bid document above mentioned and the Purchase Order prepared by Purchaser upon the Purchaser's request in a timely manner. The service provider shall be responsible to deliver the services to the Ministry of Education's main office, Ministerial Complex, Congo Town.
2. The **Service provider** shall complete the perform of the required **Catering Services** requested by the Purchaser within the full term of the contract which serves for the full fiscal year 2020/2021 and commences from the date both parties affix their respective signatures to the contract.
3. Notwithstanding count "2" the **Service Provider** has guaranteed to perform on all **Catering Services** upon Purchaser's request in a most timely manner but not exceeding the fiscal year 2020/2021.

PAYMENT TERMS AND CONDITIONS

4. The parties agreed on the unit price and quantity of the Service Provider based on the below breakdown stipulated herein.

Lot No	Item/description	Location	# of Person	Unit Price
Lot 6	Catering Service for (Breakfast, coffee break, and Lunch with bottle of water and Soft drink)	Rivercess	1	15.00

5. Upon the full performance of total quantity of Catering Services at the designated location stated above, and a service completion invoice duly signed by the purchaser designated representative, the purchaser shall pay the SERVICE PROVIDER through its funding sources the total amount stipulated in the supplier's quote and not to exceed the unit price of the contract.
6. Purchaser covenants and warrants paying or causing to be paid the invoice amount of Catering Services performed by the SERVICE PROVIDER within the fiscal year.

Ministry of Education under Lot 6, this Contract shall become applicable for catering in other localities not listed herein, but are requested by the purchaser based on an approved Purchase Order using the agreed amount as stated above. This is due to the Covid-19 Response Emergency in Education (EiE) Project that is being implemented by the Ministry of Education and other donor funded projects.

QUALITY

8. **SERVICE PROVIDER** warrants that it shall deliver its **Catering Services** for receipts by Purchaser in a state and condition that is of merchantable quality.

DURATION AND CONTINUANCE OF THE AGREEMENT

9. Save for clause "2", the life span of this Agreement shall be for the full fiscal year 2020/2021 commencing from **November A. D. 2020** up to and including the **last day of fiscal year 2021** provided **Purchaser** serves notice of intent to cancel this Agreement as provided for in count 15 below. The Parties desire this Contract to be a self-executing contract unless there is a clear breach of a provision herein which has not been duly cured by the breaching Party after notice..

DEFAULT AND TERMINATION

10. The following shall constitute Events of Default on the part of the **Service Providers**:

- a) Save in the case of force majeure as defined hereunder in this Agreement, the repeated and persistent failure or refusal by the **Service provider** to timely perform any material obligation under this Agreement; **provided** that **Purchaser** shall be given ten (10) days prior written notice to the **Service provider** specifying that a material default or defaults exist which will unless corrected, constitute a material breach of this Agreement on the part of the **Service provider** unless such default is corrected within a reasonable period;
- b) The occurrence of one or more of the following events: The **Service provider** being or becoming insolvent, bankrupt, or ceasing to pay its debts as they matured.

11. The following shall constitute events of default by the **Purchaser**:

- a) Save in the case of force majeure as defined hereunder in this Agreement the repeated and persistent failure or refusal by **Purchaser** to timely perform any material obligation under the Agreement, provided the **Service provider** shall give ten (10) days' prior written notice to the **Purchaser** specifying that a material default or defaults exists which will, unless corrected constitute a material breach of this Agreement on the part of the **Purchaser** unless such default is corrected within a reasonable period.

12. Termination of Agreement following an Event of Default:

- a) If an Event of Default has occurred, the non-defaulting party shall have the option to terminate this Agreement upon ten (10) days prior written notice from the non-defaulting party to the defaulting party.
- b) If this Agreement is terminated pursuant to this section, the amount of damages, if any, which the defaulting party may owe to the non-defaulting party shall be determined by arbitrary persistence to clause "16" hereunder.

13. Neither party shall be in default on account of, and neither party shall assume any liability responsibility for, consequences arising out of the interruption of its performance under Agreement by epidemics, fire, flood, unusually severe weather or any extraordinary and disturbances, acts of nature or of the public enemy, act of the Liberian Government or another foreign Government in its sovereign capacity, civil commotion, riot, acts of terrorism, insurrection or hostilities (whether or not declared war), condition may adversely affect the safety of either party's personnel and / or equipment, restriction due to quarantines, blockades, embargoes, severe and unforeseen market shortage, or any cause beyond the reasonable control of such party, that arise without the fault or negligence of such party, and that result in the delay of performance hereunder. Any such delay resulting from such events shall be deemed excusable. The party whose performance will be delayed by such events will use its best efforts to notify the other within three (3) days after the occurrence of such an event, and the cessation thereof.

14. The parties agreed that if there should be any disputes arising out of the provisions of this Agreement which cannot be resolved by the parties themselves same shall be submitted to a competent court of jurisdiction in Liberia or any court having jurisdiction in any such matter.

15. This Agreement shall not be assigned by either party without the prior written notice to the other party, except the SELLER shall have the right to assign this Agreement to any of its subsidiaries or affiliates.

MISCELLANEOUS

16. Regulatory: This Agreement and all operations hereunder are subject to the applicable laws of the Republic of Liberia and the applicable orders, rules, and regulations contained herein shall be not construed as waiver of any to question or contest any such law, order of regulation in any form having jurisdiction in the premises.
17. Notice: All provided for herein, shall be in writing and shall be deemed to be delivered to Supplier when addressed to Seller at:

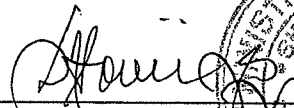
Nuku's Enterprise Incorporated
Monrovia, Liberia

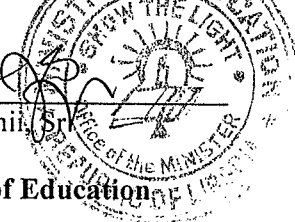
And shall deemed to be delivered to Purchaser when addressed to:
Ministry of Education
Ministerial Complex, Congo Town
Monrovia, Liberia

All notices shall be delivered by electronic of physical mail, text, or by such courier that can evident delivery, and to such other single name and address as either party may give to the other party.

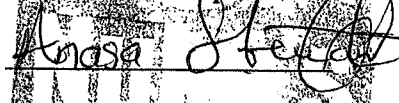
18. This Agreement shall be bidden upon and inure to the benefit of the parties permitted, the successors and assigns hereto pursuant to this section. Any attempted assignment made contrary to this Section shall be void.

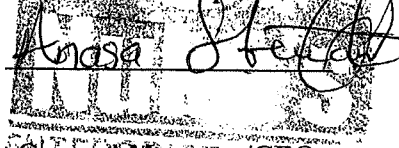
For the Purchaser


D. Ansu Sonii, Sr.
Minister
Ministry of Education

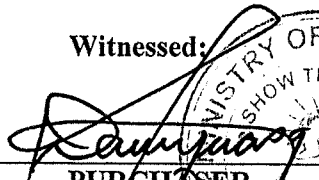


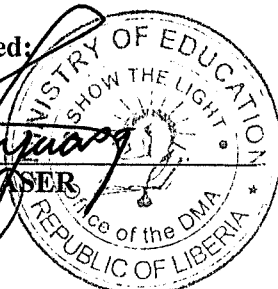
For the Service provider


Andasa Steff
General Manager/CEO
Nuku's Enterprise Incorporated



Witnessed:


PURCHASER




SERVICE PROVIDER