

COUNTY OF MONTSERRADO)
REPUBLIC OF LIBERIA)

CONTRACT FOR THE SUPPLY OF CATERING SERVICES

THIS CONTRACT FOR THE PROCUREMENT OF WORKS is made and entered into on this 30th day of *September* A.D 2022, by and between the **National Public Health Institute of Liberia (NPHIL)**, and the **Ministry of Health (MOH)** of the city of Monrovia, County of Montserrado, Republic of Liberia, represented by Director General, Hon. Jane A. Macauley of NPHIL (hereinafter referred to as the "NPHIL/MOH or the Institutes"), and **Multitask Management Services Incorporated (MMSI)**, with principal place of business at Tubman Boulevard, Congo Town, City of Monrovia, Liberia, represented by its Manager, Mrs. Catherine K. Brooks (hereinafter referred to as "Contractor"); collectively, the Institutes and the Contractor shall herein after be referred to as the "Parties", do hereby to wit:-

WITNESSETH

WHEREAS the NPHIL is an agency of Government of Liberia created by law as an autonomous auxiliary arm of the Ministry of Health and charged with the mandate to prevent and control public health threats by promoting healthy outcomes and serving as a source of knowledge and expertise for the nation, and;

WHEREAS the Ministry of Health and the National Public Health Institute have received a Grant from the African Development Bank (AfDB) through the Transition Support Facility Pillar III (TSFP III) to finance the Result-Based Management: Monitoring and Evaluation of Public Health Activities in Liberia, which amongst other things intends to apply portion of said funding to the procurement of Catering Services;

WHEREAS the Ministry of Health and the National Public Health Institute of Liberia are corporate body solely owned by the Government of Liberia with financial, technical and administrative autonomy which allows them in the exercise of their function like all other state-owned enterprises to enter into contracts or any other transaction(s) in furtherance of their mandate;

WHEREAS the Institutes instituted and scrupulously complied with the Public Procurement and Concessions Act (PPCA) by among other things undertaking a COMPETITIVE BIDDING process, selecting the most responsive bidder to whom the contract for the provision of said Catering Services is to be awarded;

WHEREAS the Supplier is a business entity registered and operating in Liberia, and engaged in the distribution, supply and delivery of Catering Services on the Liberian market and having been selected the most responsive bidder and awarded the said contract, accepted the offer and covenant to supply the said Catering Services subject to terms and condition herein.

NOW, THEREFORE, in consideration of their mutual interests, promises, warranties and covenants set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. DEFINITION.

In the context of this Agreement, the following words shall have the meaning given hereinafter:

"*Agreement*" means this catering contract including its recitals, substantive clauses, and any appendices, the provision of which are an integral part thereof;

“*Authorized Representative*” means an employee of the Institutes with written approval from the Institutes to request and/or receive Catering Services on its behalf;

“*Contract Period*” means the term of this Agreement as described in Section 2;

“*Delivery*” means the physical delivery of Catering Services described on a given Purchase Order to/ at the place designated in the Order.

“*Purchase Order*” means any written order for Catering Services issued by the Institutes including by e-mail and confirmed in writing by the Supplier in accordance with and pursuant to the Agreement;

“*Catering Services*” means provision of selected dishes for breakfast, lunch, snack, coffee, tea, water, etc. as may be named in the Purchase Order;

SECTION 2. AWARD

The Institutes hereby contract the Supplier, and the Supplier hereby accepts to be contracted by the Institutes to carry on the supply and delivery of Catering Services to the Institutes under terms and conditions enshrined herein.

SECTION 3. CONTRACT PERIOD

The service of the Supplier under this Agreement shall commence on the 30th day of September, A.D. 2022 up to, including and terminates on 31st August 2023 (the Contract Period). Any performance beyond the Contract Period shall not be construed as a renewal of the Agreement; renewal shall only be done by written agreement of the Parties.

SECTION 4. SCOPE OF SERVICE

During the Contract Period and any extension hereof, the Supplier shall provide and deliver Catering Services to the Institutes as per the Institutes’ Purchase Order and the Institutes shall buy from the Supplier such Catering Services as follows:

1. From time to time and as the need arises the Institutions shall request one of its authorized representatives via a medium acceptable to the parties, for price quotations for needed Catering Services.
2. Upon receipt of a duly executed Purchase Order notifying the Supplier to proceed to supply and deliver the Catering Services, the Supplier shall pre-finance the purchase of the Catering Services and shall within 48 hours after receipt of the Purchase Order, supply and provide the Institutes with Catering Services in the quantity prescribed in the Purchase Order and deliver same to the Headquarters of the Institutes or other locations in and around Liberia as indicated in the Order.
3. As soon as the Supplier is aware that it will be unable to fulfill an Order or meet the delivery date set out in an Order, the Supplier must notify the Institutes in writing of the date that it will be able to fulfill the Order or deliver the Order for the items. Except where the delay in delivery is caused by or contributed to by the Institutes; if the new date for delivery is unacceptable to the Institutes, the Institutes may in its sole discretion:
 - a) terminate the Order; or
 - b) purchase the Catering Services in substitution for the Order from an alternate supplier and any reasonable expense incurred by the Institutes in the acquisition of such Catering Services from other suppliers which is in excess of the Price payable under this Agreement for such Catering Services, will be payable by the Supplier.

8. The Institutes will not be liable to the Supplier for any cost, loss or expense incurred by the Supplier due to the Institutes exercising its right of cover.

SECTION 5. PRICE /PAYMENT.

1. In consideration for the supply and delivery of Catering Services to the Institutes, the Institutes under this Agreement shall pay the Supplier the price quoted for each Catering Services in the Supplier's accepted quotation and based on the Institute's Purchase Order, supply, delivery, and acceptance of items as ordered on a given occasion.

2. Price

a. The prices ("Price") for each Catering Services to be supplied under this Agreement shall be based on the unit price of such Catering Services contained in the Supplier's Tender Document in response to the **Institutes' Standard Bidding Document for the Procurement of Catering Services, which is US\$393.00**. Price quotation from the Supplier will consider the prices indicated in the Tender Document subject to changes based on prevailing market or economic conditions. All prices shall be inclusive of statutory GST and other taxes, where applicable.

b. The Supplier agrees to supply the Institutes and the Institutes agree to purchase from the Supplier Catering Services in an amount not to exceed Forty Thousand Six Hundred Twenty-Four United States Dollars (**US\$40,624.00**) for the Contract Period.

3. Payment

The Supplier must provide the Institutes with a valid invoice for each Order detailing the Catering Services supplied and the Price. All payments for Catering Services supplied shall be made consistent with the internal payment or disbursement processing procedures of the Institutes as follows:

- (a) The Institutes shall pay the Supplier thru the Office of Financial Management within thirty (30) days upon receipt of valid Invoice from the Supplier for accepted and supplied Orders.
- (b) The Institutes shall notify the Supplier if there is any error in the invoice, or if it disputes some of the charges. Notwithstanding this, the Institutes may withhold payment of any disputed portion of the invoice pending resolution of the dispute but remains obligated to pay the remaining balance of the invoice on time.
- (c) The Institutes are entitled to set off any amount the Supplier owes the Institutes under this Agreement against any amount that the Institutes owe the Supplier.

SECTION 6. WARRANTY

1. The Supplier warrants that all Catering Services to be supplied to the Institutes under this agreement shall:

- (a) be of merchantable quality;
- (b) be free from defects;
- (c) be fit for their intended purpose;
- (d) meet the needs of the Institutes as set out in the Institutes' Standard Bidding Document for the Procurement of Catering Services;
- (e) conform to the technical and quality standard and specifications as set by the Institutes in the Institutes' Standard Bidding Document for the Procurement of Catering Services; and,
- (f) correspond strictly with any and all representations, descriptions, and specifications given by the Supplier in the Supplier's Tender Document in response to the Institutes' Standard Bidding Document for the Procurement of Catering Services.

2. The Supplier warrants that it has clear title to the Catering Services to be supplied under this Agreement and that the Catering Services shall be delivered free of liens or encumbrances.

SECTION 7. QUALITY CONTROL

The Institutes shall make final determination about the quality of the Supplier's outputs/deliverables in performance of its obligations under this Agreement.

SECTION 8. LEGAL STATUS

The Parties are independent contracting parties, and nothing in this Agreement will make any Party the employee, partner, agent, legal representative, trust or joint venturer of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

SECTION 9. DISPUTE SETTLEMENT

Any dispute arising out of or, in connection with this agreement, if attempts at settling amicably by negotiation have failed, either party may proceed for settlement in a court of competent jurisdiction in Liberia.

SECTION 10. TERMINATION

1. The Institutes may terminate this Agreement without cause with 30 days' written notice.
2. The Institutes may terminate this Agreement immediately with written notice to the Supplier if:
 - (a) the Supplier commits a fundamental breach of any of its obligations under this Agreement, and such breach is not remedied (if capable of remedy) within fourteen (14) days of notice in writing from the Institutes requiring that such breach be remedied;
 - (b) the Institutes determine that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract,
 - (c) the Supplier is in breach of any of its obligations under this Agreement, which breach is not a fundamental breach, and such breach is capable of being remedied and has not been remedied within thirty (30) days of notice in writing from the Institutes requiring that such breach be remedied;
 - (d) for any reason the Supplier is no longer able to perform its obligations under this Agreement;
 - (e) the Supplier becomes insolvent or goes into administration, receivership or liquidation or enters into any arrangement or composition with its creditors or any action is taken for the appointment of an administrator or official manager or receiver of the assets of the Supplier; or
 - (f) the Supplier ceases or threatens to cease carrying on business.
3. The Supplier may terminate this Agreement immediately on written notice to the Institutes if the Institutes fail to pay or dispute any invoice and fails to remedy such breach within sixty (60) days of a notice from the Supplier requiring the Institutes to remedy same and stipulating that the Institutes are in breach of this Agreement.
4. Termination of this Agreement is without prejudice to any accrued rights of either party as at the date of termination.

SECTION 11. FORCE MAJEURE

The Parties shall not be liable for any partial or complete failure to meet their commitments under the present Contract in the event of any circumstances outside of their control (force-majeure). The present Contract shall be suspended for the period of duration of such

circumstances (force-majeure). The Party affected by the force-majeure circumstances shall notify the other Party within 3 days of their occurrence, provided the means of contact is available. If force-majeure circumstances continue for more than 3 months, the present Contract may be terminated upon mutual consent among the Parties without any mutual claims.

SECTION 12. GOVERNING LAW

This Agreement shall be subject to the laws of Liberia; and subject to the foregoing, the Courts of Liberia shall have exclusive jurisdiction.

SECTION 13. NO CLAIMS

There are no claims, investigations or court proceedings or others in progress, pending or threat against the Supplier which, if determined adversely, would have a material adverse effect on the capacity of the Supplier's capacity to implement the Contract.

SECTION 14. NOTICE OF MATERIAL EVENTS

The Supplier shall immediately provide written notice to the Institutes of any claims, investigation, or court proceedings in progress, pending or threatened against it which, if determined adversely, would have a material contrary effect on the capacity of the Supplier to implement the Contract or perform any of its obligations.

SECTION 15. NON-WAIVER OF REMEDIES

No delay in exercising any right or remedy under this agreement shall be construed as a waiver of such right of remedy.

SECTION 16. NOTICE

Any notice required by this Agreement shall be in writing and (i) sent by certified mail, return receipt requested, or by reputable courier, to the parties at the addresses set out above; or (ii) personally delivered with acknowledgement of receipt. Notices in conformance with this paragraph shall be effective upon receipt.

SECTION 17. TAXATION

The Supplier shall pay all taxes that are due and payable under this contract to the Liberia Revenue Authority.

SECTION 18. SEVERABILITY

Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provisions in any other jurisdiction. Where applicable laws resulting in such prohibition or unenforceability may be waived, they are waived by the parties to the full extent permitted by law so this Agreement shall be valid, binding agreement, enforceable in accordance with its terms.

SECTION 19. SURVIVAL

All covenants, agreements, representations and warranties made by the Supplier in this agreement shall be considered to have been relied upon by the Institutes and shall survive the execution and delivery of this agreement, regardless of any investigation made by the Institutes or on its behalf and notwithstanding that the Institutes may have had notice or knowledge of any

fact or incorrect representation or warranty at any time in the contract term, and shall continue in full force and effect ending five years subsequent.

SECTION 20. CONFIDENTIALITY

In performance of this Agreement or otherwise, all information regarding the activities or business of the Institutes shall at all times be treated by the Supplier as confidential and shall not be disclosed or circulated except with the prior written consent of the Institutes or to the extent that the information is or comes into public domain through no fault of the Supplier, or that such disclosure is required by law.

SECTION 21. AMENDMENT

Amendments and modifications to this Agreement shall be made in writing and signed by The Parties or their respective authorized agents. The terms of this agreement shall extend to and be binding on The Parties, their successors in office, legal representatives, and heirs during the life of the Agreement

SECTION 22. BINDING EFFECT

The covenants, conditions and provisions of the Agreement which are capable of having or intended to have effect after the expiration of this Agreement remain binding on the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate copies on the dates and at the places indicated below.

IN THE PRESENCE OF:

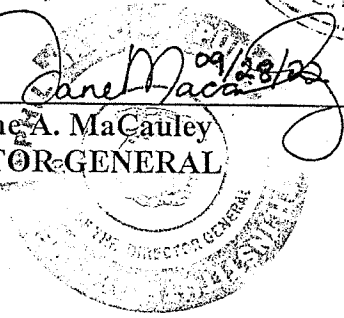
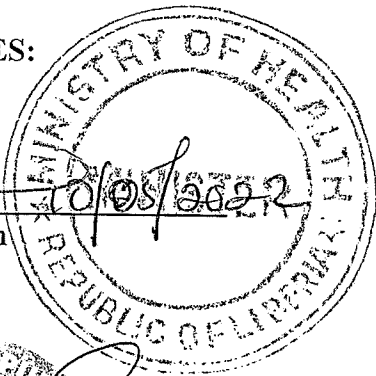
FOR SUPPLIER:

Catherine Brooks 22/09/22
Mrs. Catherine K. Brooks
GENERAL MANAGER

FOR THE INSTITUTES:

Hon. Wilhelmina Jallah 10/09/2022
MINISTER

Hon. Jane A. MacCauley 09/09/22
DIRECTOR GENERAL



[Signature]