



ZORZOR RURAL TEACHER TRAINING INSTITUTE (ZRTTI)

Fissebu Town, Zorzor District
Zorzor, Lofa County – Liberia



Framework Agreement for Assorted Food Items

This Framework agreement made ___ day of October 2019 between the Zorzor Rural Teacher Training Institute (Zorzor District Lofa County, Liberia) represented by its **Director, Hon. Patrick P. Davies** hereinafter referred to as "the Purchaser" and Shop Rite Liberia, Monrovia, Liberia represented by its **Manager Mr. Benjamin O. Solanke** hereinafter referred to as "the Supplier" each a party and together the parties do hereby:

Whereas, the Purchaser invited tenders for the supply (assorted food items) and has accepted a tender by the supplier for the supply of the assorted food items.

Whereas, the Buyer wishes to purchase assorted food items in accordance with the unit price quoted in Article 3. sub. Sect 3.1 of this agreement

Whereas, this Agreement is for the potential purchase of assorted food items that comply with the technical specifications of the items listed in the bidding document sold to the bidders, in accordance with the request of the buyer.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract;
 - (f) The Purchaser's Notification of Award; and
 - (g) Contract Data Sheet (to be used only when there are corrections to the original price schedule submitted by the supplier).

Now, therefore, the Parties hereby agree as follows:

Article 1. Supply

The Seller agrees to supply the assorted food items to the Buyer without any cost in terms of delivery or transportation cost to the Buyer and the Buyer will draw down based on request as and when required. In such case, the Seller will ensure that such stock is replenished. After a maximum of two (2) weeks of the next month for each month of the agreement, the Buyer will send purchase order signed by one of its authorize representatives, signed purchase order and send approved purchase order to the Seller of their requirement for supply.

Article 2. Term

The Term of this Agreement is for this fiscal year July 1, 2019 to June 30, 2020. During this period, the buyer has agreed to purchase assorted food items from the Shop Rite Liberia, Capitol By-pass, Monrovia base on the allotment the buyer (Zorzor Rural Teacher Training Institute) received from the Ministry of Finance & Development Planning monthly. When required, the seller has agreed to supply the required food listing as would be and when requested by the buyer.

Article 3. Price



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3.1 Fixed Price: Throughout the Term of this Agreement the unit price of the assorted food items in Column A herein below:

A) The commencing price agreed by the Buyer and the Supplier for the assorted food items are as follow:

FOOD ITEMS (ASSORTED)	USD
Rice (US Parboiled 1 x50kg)	
Flour (1 x50kg)	41.00
Sugar (1 X50kg)	53.00
Egg(12x30pcs)	58.00
Vegetable Oil (1x20L)	60.00
Powder Milk(6x2500gram)	37.00
Sardine (50X125gram)	145.00
Margarine Butter (1X10kg)	34.00
Canned Mackerel (50X155gram)	24.00
Frozen Chicken Thigh (1X10kg)	27.00
Frozen Fish (1X30kg) Sniper/Mackerel	27.00
Luncheon Meat (24X198gram)	53.00
Corn Beef (24X320gram)	45.00
Cream of Wheat (12X900gram)	45.00
Quaker Oats (20X500gram)	55.00
Corn Meal (12X907gram)	29.00
Mayonnaise Blue Plate (4X1L)	48.00
Mixed Vegetable (24X400gram)	58.00
Vita (12X1000gram)	31.00
Baking Powder (18X11b)	48.00
Yeast (20X50gram)	43.00
Season Salt (12X8oz)	48.00
Tomatoes Paste (50X70gram)	49.00
Onion (1X10kg)	16.00
Irish Potato (1X10kg)	17.00
Salt (40X21lbs)	21.00
Lipton Tea (12X100gram)	12.00
Cocoa Dust (12X100gram)	55.00
Sausage (1X400gram)	36.00
	28.00

Variation: The above price can be re-negotiated if there is a sustained change in the unit price of the assorted food items throughout the agreement. The Supplier shall inform the Buyer in writing each time there is a change of price.

Article 4 Purchase of Goods

The Buyer shall purchase assorted food items as and when required. It shall be the responsibility of the Buyer to issue purchase orders accordingly. Such orders shall be in accordance with the terms of this Agreement and shall identify the number of Goods required and specifications.

Article 5 Payment terms



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The Buyer shall pay the Supplier within 30 days (working days) after delivery through the Ministry of Finance & Development Planning. The Supplier shall issue all invoices in USD on a per invoice basis only.

Article 6 Exclusivity

6.1
In cases of extreme urgency or need for larger quantities than available with the Seller, the Buyer reserves the right, after consultation with the Seller, to procure assorted food items from secondary sources.

Article 7 Breach

7.1
If the Seller breaches any term or condition of this Agreement, or the conditions set out in any given purchase order, including but not limited to quality of the goods, price and delivery requirements, the Buyer shall be entitled to immediately purchase goods from any other source, in addition to any other remedy available in law or equity.

Article 8 General Terms and Conditions

8.1 Termination: Should Seller or the Buyer wish to terminate this agreement, it shall be done in accordance with Clause 3.2(Termination of Default) of the GCC of the Bidding Document used for the procurement of the Goods/Works/Services.

TERMINATION

It is mutually agreed by both parties that either may terminate this agreement by giving 30 days notice.

Applicable Laws & Arbitration: This agreement and any subsequent purchase contract(s) shall be governed by the laws of Liberia.

Disputes: In the event that a dispute cannot be resolved through negotiations, the parties to this agreement and any subsequent purchase contracts(s) agree to be bound by the arbitration procedures of the Supreme Court of Liberia.

Service Measurements & Performance: The Seller is required to demonstrate their performance. Failure to meet the targets contained herein will be deemed to be a failure in servicing the agreement. The professional and timely provision of the services purchased is of paramount importance to the Buyer and if the Seller subsequently fails to meet these expectations the Buyer reserves the right to find a suitable alternative supplier/contractor/service provider.

Article 9 Final Provisions

This contract is produced in three original copies, whereby the Seller shall keep one and the Buyer shall keep two original copies after signature.

This agreement comes into force with signature and stamps of all parties.

IN THE PRESENCE OF

FOR THE SUPPLIER

Mr. Benjamin O. Solanke
Manager

FOR THE BUYER

Mr. Patrick P. Davies
Director