

## DRAFT

### AGREEMENT FOR THE PROVISION OF DIETARY SUPPLIES FOR THE CAYMAN ISLANDS HEALTH SERVICES AUTHORITY, GRAND CAYMAN

THIS AGREEMENT is made this \_\_\_\_\_ BETWEEN THE CAYMAN ISLANDS HEALTH SERVICES AUTHORITY (hereinafter called 'the Authority') of one part and (hereinafter called the Contractor') of the other part.

WHEREAS the Authority is desirous of providing under the direction of the Chief Executive Officer of the Authority (including any person acting for him) appointed for the time being by the Authority for the purpose provision of Dietary Supplies.

NOW IT IS AGREED THAT:

1. We/I, \_\_\_\_\_, subject to the provisions of this Agreement shall provide Dietary Supplies for the Authority commencing on 1<sup>st</sup> July 2011 and ending 30<sup>th</sup> June 2012 in accordance with the **Schedules A and B** copies of which are annexed hereto.
2. Notwithstanding the foregoing provisions, either party may terminate this agreement at the expiration contracted period, upon giving sixty (60) days notice in writing to the other party.
3. The Contractor shall:
  - a) Diligently and thoroughly perform the services specified in **Schedule B, Appendix 1**;
  - b) Provide monthly statements on account to the Authority
  - c) Have sufficient staff to facilitate the provision of items awarded
  - d) Not be entitled at any time to assign or sub-contract the benefit or burden of this Agreement.
  - e) Only supply items in the quantities and description stipulated on the Purchase Order. Items supplied in excess of or not meeting the required standards may be returned at the Contractor expense at the Authority's discretion.
  - f) Give written notification to the Authority's Materials Management Department of any inability to supply the awarded items at the agreed price
  - g) Take every precaution to ensure that all persons assigned to handle the Authority's account shall be efficient, sober and honest and will not assign for the purposes of this agreement any person to whose assignment reasonable objection is taken by or on behalf of the Authority;

- h) Upon being required in writing by the Authority so to do, remove any assigned employee of the Contractor who in the opinion of the Authority is guilty of criminal offences prejudicial to the conduct of the Authority;

4. It is agreed as follows:

- a) That the Authority reserves the right to reject products that do not meet its quality standards.
- b) Prices awarded and accepted in the tender process must be fixed for the period covered by the tender.
- c) All instructions from the Authority will be written, faxed or emailed
- d) That the Contractor shall not use the tender information obtained for any purpose other than the provision of supplies to the Authority.

5. The Contractor shall be liable for and shall indemnify the Authority against:

- a) all losses, claims, or proceedings, or any injury out of, or in the course of execution of this contract to any property, real or personal, due to any negligence or omission or default of himself, his agent or his servants or to any circumstances within his control.

7. In consideration of the Contractor providing supplies to the Authority, the Authority shall pay to the Contractor as per the agreed priced as stated in the acceptance letter for the duration of the contract.

**IT IS FURTHER AGREED AND DECLARED THAT:**

- 8. In the event of the Contractor failing to perform any of the conditions of this Agreement on his part herein contained, the Authority may determine this Agreement upon the giving of seven (7) days notice in writing and this shall be without prejudice to any other right of the Authority in respect of any liability on the part of the Contractor in respect of any prior breaches of any of the conditions of Agreement.
- 9. All disputes, differences and questions which may at any time arise between the parties hereto, touching or arising out of or in respect of this Agreement, or the subject matter thereof, shall be referred to a single arbitrator in accordance with the provisions in the laws of the Cayman Islands.

IN WITNESS WHEREOF the parties hereunder have set their hands the day and year first above written.

SIGNED BY THE CHIEF EXECUTIVE OFFICER or Designate  
For and on behalf of The Cayman Islands Health Services Authority

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Signature*

In the presence of:

\_\_\_\_\_  
*Witness Name and Title*

\_\_\_\_\_  
*Witness Signature*

*Date Signed* \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF \_\_\_\_\_.

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Signature*

In the presence of:

\_\_\_\_\_  
*Witness Name and Title*

\_\_\_\_\_  
*Witness Signature*

*Date Signed* \_\_\_\_\_