

REPUBLIC OF LIBERIA
Jackson F. Doe Memorial Regional Referral Hospital
Tappita City, Lower Nimba County

FRAMEWORK CONTRACT

THIS FRAMEWORK AGREEMENT is made and entered into on this 8th day of December, A.D. 2021.

BETWEEN

The Jackson F. Doe Memorial Regional Referral Hospital (JFDMRRH), a Health Service provider, an Institution of the Government of the Republic of Liberia and having its principal place of Business in Tappita City, Lower Nimba County, Liberia, represented by and thru its Chief Administrator, **Mr. Ebenezer Toe Strother**, hereinafter called “ the Purchaser” and **Lucky Development LTD (Pharmacy)** a corporation incorporated under the laws of the Republic of Liberia and having its principal place of business in Paynesville Joe Bar directly opposite the (hereinafter called “the Supplier”).

Whereas “the Purchaser” conducted a competitive Restricted bid proceeding for 4 (four) weeks to procure assorted Medical drugs and accepted **Lucky Development LTD (Pharmacy)** bid as the most responsive bid to supply assorted Medical Drugs for 2021 fiscal year as specified in the Invitation for Bid (IFB) for the Unit Prices as stipulated in the your response to our bid.

TERMS AND CONDITIONS

1. The framework agreement is based on pre agreed unit prices in USD for the supply of assorted Medical Drugs units of (hereinafter called “the Unit Price”).
2. It is expected that monthly or quarterly budgetary allotment appropriated for the supply of Medical Drugs will be solely procured within the contract period until the passage of 2021 budget.
3. As and when these Medical Drugs are supplied to” the Purchaser”, the supplier will present for payment, invoices evidencing effected supply, delivery to the JFDMRRH.
4. The maximum duration of the agreement is limited to Six (6) months and onwards since the Special budget of 2021 is approved. The Unit price will remain unchanged during the period of contract accept if the Supplier have some difference in government tariffs increment take place.

This specific procurement is made throughout the term of the agreement AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the contract:
 - This Framework Agreement
 - Technical Specifications
 - Schedule(s) of Delivery
 - List and locations for delivery
 - The supplier’s submitted quotations
 - Documents evidencing delivery
3. The contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in order listed above.
4. In consideration of the payments to be made by the Purchaser to the supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at times and in the manner prescribed by the Contract.
6. The Purchaser shall make payments to the Supplier on delivery and acceptance of the Goods as well as submission of delivery note and invoice within 30days.

Technical Specifications

The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Agreement.

Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Liberia on the day, month and year indicated above.

For and on behalf of the Purchaser:

Signed: _____

Mr. Ebenezer Toe Strother
In the capacity of: Chief Administrator/JFDH

In the presence of: _____

William Kruah
Chief Financial Officer

For and on behalf of the Supplier:

Signed: _____

In the capacity of: General Manager

In the presence of: _____

Sales Manager

: _____
Supply Manager

