



JOHN F. KENNEDY
MEMORIAL MEDICAL CENTER



DR. JERRY F. BROWN

FROM THE OFFICE OF
THE GENERAL
ADMINISTRATOR



**FRAMEWORK AGREEMENT FOR THE SUPPLY OF
MEDICAL DRUGS & SUPPLIES FOR USE BY JOHN F.
KENNEDY MEMORIAL MEDICAL CENTER (LOT 5)**

BETWEEN

THE JOHN F. KENNEDY MEMORIAL MEDICAL CENTER

&

T- CHOITHRAM & SON PHARMACY

AUGUST 2019

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MEMORIAL MEDICAL CENTER



DR. JERRY F. BROWN
FROM THE OFFICE OF
THE GENERAL
ADMINISTRATOR



REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

REQUIREMENT FRAMEWORK AGREEMENT

THIS REQUIREMENT FRAMEWORK AGREEMENT for the supply of Medical Drugs & Supplies is made and entered into this 30th day of August, A.D. 2019 by and between the Government of the Republic of Liberia, through the John F. Kennedy Memorial Medical Center, represented by its Acting Chief Executive Officer, **Dr. Jerry F. Brown** (hereinafter known and referred to as the Purchaser), and T-Choithram & Son Pharmacy, a duly authorized Medical Drugs & Supplies distributor operating under the laws of the Republic of Liberia, represented by its Chief Executive Officer, **Mr. Mahendra Sharma** (hereinafter known and referred to as the Supplier/Contractor) now hereby

WITNESSETH:

WHEREAS the Center has budgetary allotment from the Government of Liberia for the procurement of Medical Drugs & Supplies to support its operations;

AND WHEREAS the Center, in keeping with law, has submitted a complete set of bidding document in English to importers and distributors of Medical Drugs & Supplies as a requirement through a process of **National Competitive Bidding (NCB)**

AND WHEREAS after due process of bid evaluation, the Procurement Committee endorsed the selection of the Supplier/Contractor as having the most competitive bid and has therefore been awarded this contract for the supply of the said Medical Drugs & Supplies (Lot 5) (See bidding documents attached as **Exhibit A**);

AND WHEREAS The Contractor, in keeping with law, has submitted the following documentations as proof of its legal status:

- a) Business registration for the current year
- b) Tax Clearance valid for the last ninety days
- c) A Registered Member of PPCC Vendor Registry

(See documents attached as Exhibit B)

AND WHEREAS the Contractor represents that it possesses the necessary capacity, knowledge, ability and experience to implement this contract;

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AND WHEREAS, the Contractor represents that neither it nor any of its officers, employees or persons acting on its behalf have performed any of the following acts:

- Attempted to influence the actions of John F. Kennedy Memorial Medical Center officials in connection with the award of this contract.
- Offered any inducements, rewards or anything of value to the Center's officials or employees or their relatives in connection with the award of this contract;

WHEREAS, even though an exhaustive procurement process was carried out; the outcome of which the Contractor was selected, the passage of the National Budget on time would make it difficult for the Center to procure the goods bided for in accordance with her procurement plan. Hence, the need for this **REQUIREMENT FRAMEWORK AGREEMENT**.

NOW THEREFORE the Medical Center and the Supplier/Contractor agree to this **REQUIREMENT FRAMEWORK AGREEMENT** on following terms and conditions:

1. DESCRIPTION OF GOODS

The Parties agree that the products to be supplied are **Medical Drugs & Supplies** and will be available at all times without delay or hindrance.

2. CONTRACT VALUE AND PAYMENT TERMS

The Parties agree that the Center, even though served the Contractor a notification of award for a specific contract value is **US \$225,317.83**, will use portion of its budgetary allocation to procure Medical Drugs and Supplies from the Contractor as and when needed.

The parties agreed that payments will be made against the Contractor's invoice for quantities supplied by an **Approved Purchase Order** from the Purchaser. All such payments are to be made within thirty (30) days of the presentation of invoice. There will be no overlapping of the supply of the Medical Drugs & Supplies under this contract. The parties also agree that there will be no advance payments under this contract.

The Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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3. PRICE ADJUSTMENT

Prices quoted herein are subject to review where the medical supplies/materials issued by the Company are based on current market price. Prices may be adjusted whenever the Government of Liberia adjusts prices upwards or downwards. However, there shall be no unilateral adjustment of prices except by written communication be the parties. The parties further agree that there shall be no price adjustment except as contain in the bid document (not more than 10% above the quoted price).

4. WARRANTY

The Supplier hereby warrants that the medical drugs to be supply are of standard quality and shall not be due for expiration during the duration of this agreement.

5. DOCUMENTS

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/Price Listing
- Schedule(s) of Delivery
- List and Locations for delivery
- The Supplier's submitted quotations
- Documents evidencing delivery

6. DURATION

The parties agree that this contract shall be for a period of **Eleven (11)** months beginning August 2019 up to and including the 30th day of June, A.D. 2020.

7. TERMINATION

A. **Contractor's Right to Terminate:** If the Medical Center fails to pay the Contractor within a reasonable time any sums already certified by the Center, then the Contractor may, upon Thirty Five (35) business days' written notice to the Medical Center, stop the supply and demand payment from the Center for all works completed to date. The parties agreed that presentation of an invoice shall constitute written notice.

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B. Medical Center's Right to Terminate: In the event the Contractor failed to supply the products as requested by the Center's Purchase Order, the Center shall give written notice requiring the Contractor to supply within ten (10) business days. Should the Contractor refuse to comply with the Center's instruction and warning to correct the deviation(s), the Center, without prejudice to any other rights or remedies, may terminate the contract, find another supplier and provide the products by whatever means the Center may deem expedient.

In the event of the Center's termination, any payment due the Contractor shall be withheld by the Center as liquidated damages incurred by the Center due to the Contractor's default.

C. Center's Right to Terminate for Corrupt or Fraudulent Practices: The Center may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part if the Contractor, in the judgment of the Center has engaged in corrupt or fraudulent practices in executing the Contract. For the purpose of this clause:

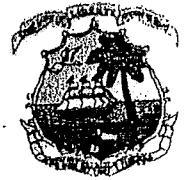
- i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the benefits of free and open competition.

D. Center's Right to Terminate for Insolvency: The Center may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Center.

E. Center's Right to Terminate for Convenience: The Center, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination be for the Center's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective. Any supplies that are complete and ready for payment shall be accepted by the Center at the Contract terms and prices based on the Government of Liberia adjusted prices.



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8. FORCE MAJEURE

In the event of force majeure due to acts of God, civil war or disturbances, or other acts beyond the control of the parties that make the performance of this Contract impossible, the Contract shall be suspended for the said period of force majeure to be resumed as soon as circumstances can allow. In any such case, the duration of the contract shall be negotiated to compensate for the period of suspension.

9. ENTIRE AGREEMENT

This Contract and the attachments hereto made constitutes the entire agreement between the parties relating to the subject matter hereunder, and supersedes any and all oral statements, discussions, representations or agreements made by either party to the other.

10. ENFORCEABILITY

Failure on the part of either party to enforce any provision of this Contract shall not be construed as a general waiver or relinquishment of the right to enforce such provision. If any provision shall be held unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected thereby, and shall remain binding on the Parties.

Further, this 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 the order listed above.

11. NOTICE

All notices, requests, consents and other communication hereunder shall be writing in English and shall be forwarded by either registered mail, facsimile, email or hand delivered to the address of each Party as follows:

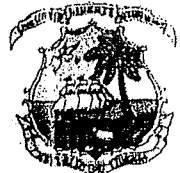
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For the Center:

John F. Kennedy Memorial Medical Center
P.O. Box 1973
Tubman Boulevard, Sinkor
Monrovia, Montserrado County
Republic of Liberia

For the Contractor:

T- Choithran & Sons Pharmacy
16 Street Sinkor
Monrovia, Liberia

12. TAXES AND DUTIES

The Contractor shall be responsible for all taxes, duties, license fees, or other forms of payments due to the Government of Liberia under this contract.

13. BINDING EFFECT

This Contract shall remain binding on the Parties herein and their successors and assigns as if they were herein specifically named.

14. GOVERNING LAW

This Contract shall be governed by the laws of the Republic of Liberia.

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IN WITNESS WHEREOF, the Parties hereto have affixed their names and signatures this

30th Day of August A. D. 2019.

In the Presence of:

FOR THE CENTER



Dr. Jerry V. Brown
Chief Executive Officer

THE OFFICE OF
THE GENERAL
ADMINISTRATOR

FOR: T-Chorithram & Son Pharmacy

Mr. Mahendra Sharma
Chief Executive Officer

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