



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 4)**

BY

BETWEEN

THE JOHN F. KENNEDY MEMORIAL MEDICAL CENTER

&

B-KAY PHARMACY

August, 2019

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DR. JERRY F. BROWN
FROM THE OFFICE OF
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ADMINISTRATOR



REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

REQUIREMENT FRAMEWORK AGREEMENT

THIS CONTRACT FOR SUPPLY AND DELIVERY OF MEDICAL DRUGS & SUPPLIES (LOT 4) is made and entered into this 30th day of August, A.D. 2019 by and between the John F. Kennedy Memorial Medical Center, represented by its Chief Executive Officer, **Dr. Jerry F. Brown** (hereinafter known and referred to the "Center"), operating under the laws of the Republic of Liberia, and **B. Kay Pharmacy** represented by its General Manager; **Kamal K. Gupta** (hereinafter known and referred to as the Contractor) now hereby;

WITNESSETH:

WHEREAS the Center has budgetary allotment from the Government of Liberia for the procurement of **Medical Drugs & Supplies** to support the operation of its healthcare delivery system;

AND WHEREAS the Center, in keeping with law, has submitted a complete set of bidding document in English to venders that engage in same 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 Contractor as having the most competitive bid and competency and has therefore been awarded this (**Lot 4**) contract for the **Supply & Delivery of Medical Drugs & Supplies** (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;

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

1. DESCRIPTION OF GOODS

That the Parties agree that the products to be supplied are **Medical Drugs & Supplies** and will be delivered accordingly.

2. CONTRACT VALUE AND PAYMENT TERMS

The parties agreed that the total value of this contract shall be **Three Hundred Ninety-Nine Thousand Forty-Three United State Dollars Sixty Cent (US\$399,043.60)**.

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 Medical Drugs and Supplies under this contract. Prices on Contractor's invoices shall be as same as prices quoted in bid document. Any change thereof without notifying the Center will be considered as an attempt to defraud and thus warrants immediate termination of this agreement.

The parties also agree that there will be no advance payments under this contract.

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).

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(4) DURATION

The parties agree that this contract shall be valid for portion of the fiscal year **2019/2020** constituting **Eleven (11)** calendar Months beginning **August 2019** up to and including the **30th day of June, A.D. 2020.**

4. CONTRACT MODIFICATION OR EXTENSION

The parties agree that this contract may be modified in whole or in part only with the written consent of both parties and under terms and conditions to be negotiated. Any such modifications shall be duly executed as an addendum, and may be requested by either party. The parties agree that no portion of this contract may be subcontracted to any other party except with the express written consent of the JFK Medical Center.

5. 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 (30) business days' written notice to the Medical Center, stop the supply and demand payment from the Center for all consumables provided to the notice's date. The parties agreed that presentation of an invoice shall constitute written notice.

B. **Medical Center's Right to Terminate:** In the event the Contractor failed to supply consumables 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 vendor to provide consumables 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

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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 completed and readied for payment shall be accepted by the Center at the Contract terms and prices as stated on the invoice.

6. 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.



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7. ENTIRE AGREEMENT

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

8. 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.

9. 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:

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:

The General Manager
B-Kay Pharmacy
19 Waterside, U.N. Drive
Monrovia, Liberia

10. 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.

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11. BINDING EFFECT

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

12. GOVERNING LAW

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

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

30th Day of August, A. D. 2019.

In the Presence of:

Catherine Copeland
Chairman

FOR THE CENTER:

DR. JERRY F. BROWN
FROM THE OFFICE OF
THE GENERAL
ADMINISTRATOR
Dr. Jerry F. Brown
Chief Executive Officer

FOR: B-KAY PHARMACY



Kamal K. Gupta
CEO/General Manager

4th Sept 2019,

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