

(COUNTY OF MONTERRADO)
(REPUBLIC OF LIBERIA)

GOODS SUPPLY & DELIVERY AGREEMENT

This Contract for the supply of generator and vehicle spare parts, dated this 1st day of June A.D 2021, is made by and between the LMHRA of the City of Monrovia, county of Montserrado Republic of Liberia, represented by its Managing Director Ms. Keturah Smith, hereinafter referred to as the "Authority" and Auto Run, a business entity, organized, registered and existing under the laws of Liberia for the sale of generator and vehicle spare parts, with principal offices at Randall Street, Monrovia, represented by its Manager, **Makram Saab**, of the City, County and Republic aforesaid, hereinafter referred to as "Supplier OR Contractor; and collectively the Authority and the Supplier shall herein after be referred to as the "Parties"; and

WITNESSETH:

WHEREAS, the LMHRA is an autonomous government agency established by an Act of Legislature in 2010 and same having the statutory mandate to promulgate regulations to ensure good quality, safe and efficacious medicines and health products for the enhancement of quality health services in the country. In fulfilling this charge to provide aforesaid service, the Authority may engage in partnerships with public, non-profit or government entities through grants or contracts for the cost of providing services that the nature and quality of the services provided will conform to the Authority's requirements, and

WHEREAS, LMHRA desires the services of a Vendor for supply of generator and vehicle parts, to enable the Authority smoothly deliver regulatory services to the people of Liberia; and

WHEREAS, the LMHRA, has carried out bidding process and found Auto Run to be the more responsive bidder and wishes to procure the services of Auto Run through this Contract for the purpose of providing such services for the supply of the above-mentioned materials, as requested by the LMHRA; and

WHEREAS, Auto Run accepts the Authority's offer and the Supplier represents and warrants to the Authority that the Supplier is engaged in the business of selling or distributing said spare parts and is having sufficient experience, and capacity, required for supplying the Authority all items required under this Agreement, and the Supplier has a valid registration/license required under the applicable laws.

NOW, THEREFORE, in consideration of their mutual interests, promises, warranties and covenants set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

PART I

Specific Condition

Section 1. SERVICES

Effective as of the commencement date below stated in section 2, the LMHRA contracts the services of the Supplier and the Supplier accepts the contract with the LMHRA upon the terms and conditions hereafter set forth.

Section 2. TERM OF THE SERVICE

The service of the Supplier under this Agreement commences effective 1 June 2021 and terminates on 31 December A.D. 2021 which term may be referred to as "The Contractual Period".

2.1 SCOPE OF SERVICE

2.1.1 SUPPLY OF PRODUCTS

The Supplier shall sell and supply the products as set out in the Authority's Bid "(supply of generator/vehicle spare parts/supplies)" of Annexes 1 and 2 hereto ("*request for bid and the Suppliers bid*") to the Authority (upon receipt of the Authority's Purchase Order) and the LMHRA shall buy from the Supplier such items on the terms of this Agreement.

The Supplier shall:

- 1) Immediately supply and deliver to the LMHRA "generator/vehicle spare parts" per the Authority's Purchase Order and the Supplier's quotation
- 2) Deliver the parts to the Authority immediately upon receipt of purchase order

3.0 FEES AND BILLING SCHEDULE

For and in consideration of all the foregoing services, as well as compliance by the CONTRACTOR of all the terms and condition of this Contract, LMHRA shall pay the Contractor based on quotations provided by Contractor and issuance of Purchase Order prior to execution of any services.

Payment of said fees shall be made by LMHRA no earlier than ten (10) working days from complete and full delivery of the required services and upon certification from LMHRA of the satisfactory completion and acceptance by LMHRA of the completed materials turned in by the CONTRACTOR. All payments shall be subject to the usual accounting and auditing rules currently in force in the Republic of Liberia.

4.0 DURATION

This Contract shall run from the above date earlier mentioned through 31 December 2021.

In the event that the **CONTRACTOR** fails to complete any activity within the period specified in the Purchase or Work Order, the **CONTRACTOR** shall, in addition to other remedies that **LMHRA** may exercise under this Contract, pertinent laws, rules and regulations, pay **LMHRA** liquidated damages.

LMHRA may, at its option, make amendments or modifications in the schedule herein above imposed.

This Contract shall correspondingly be extended for such period called for by any amendment or modification of the above schedule under the same terms, with no additional consideration on the part of **LMHRA**.

5.0 TERMINATION

LMHRA reserves the right to terminate this Contract for any cause which may include failure of the **CONTRACTOR** to perform in a timely and acceptable manner any of their works, duties, functions, responsibilities or obligations stipulated herein or failure to carry out the task herein required in a manner acceptable to **LMHRA** or violation by the **CONTRACTOR** of any of the terms and conditions.

5.1 SUSPENSION OF PAYMENT/TERMINATION FOR DEFAULT

LMHRA shall have the right to suspend, in whole or in part, any payment due to the **CONTRACTOR** under this Contract in the event there is delay, default, failure or refusal on the part of the **CONTRACTOR** to perform its obligations under this Contract in an acceptable manner. Further, **LMHRA** shall have the right to procure/engage, upon such terms and manner as **LMHRA** shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the **CONTRACTOR**. Any and all expenses that may be incurred in relation thereto shall be for the exclusive account of the **CONTRACTOR**, deductible from the Purchase Order amount.

In the event that such delay, default, failure or refusal continues for a period equivalent or corresponding to more than ten (10%) percent of the purchase order price or time, whichever comes first, inclusive of the duly granted time extension, if any, **LMHRA** shall have the right to terminate this Contract upon giving the **CONTRACTOR** written notice at least fifteen (15) calendar days prior to the intended date of termination. In addition, **LMHRA** shall have the right to procure/engage the services of another contractor to complete the services required of the **CONTRACTOR** under this Contract.

The **CONTRACTOR** hereby agrees that the remedies mentioned above shall be understood to be without prejudice to other rights and remedies that **LMHRA** may exercise under this Contract, applicable laws, rules and regulations.

5.2 OTHER GROUNDS FOR TERMINATION

LMHRA may terminate this Contract, after giving the **CONTRACTOR** written notice at least fifteen (15) calendar days prior to the intended date of termination, whenever it is determined by **LMHRA** that the **CONTRACTOR** has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to Contract acquisition and implementation. Unlawful acts shall include, but not necessarily limited to, the following:

- 4.2.1 Corrupt, fraudulent, and coercive practices.
- 4.2.2 Drawing up or using forged document; and
- 4.2.3 Any other act analogous to the foregoing.

The **CONTRACTOR** hereby agrees that the termination referred to herein shall be understood to be without prejudice to other rights and remedies available to **LMHRA** under this Contract or the applicable laws.

6.0 INDEMNITY

The **CONTRACTOR** shall indemnify **LMHRA** against any loss, injury or damage either to person or property which **LMHRA** may suffer by reason of the willful, unlawful or negligent act or omission of the **CONTRACTOR** or any of its personnel or representative. The indemnity required herein shall be in addition to the forfeiture of the Performance Security.

7.0 RELATION OF THE PARTIES

The **CONTRACTOR** shall have no authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of **LMHRA** or bind **LMHRA** in any manner whatsoever. The **CONTRACTOR's** personnel, representatives or staff shall not be construed as

an independent contractor. Nothing herein shall be construed as creating an employer/employee relationship between the **CONTRACTOR's** employees, representatives or staffs and **LMHRA**.

8.0 NON-WAIVER OF RIGHTS

The failure of LMHRA to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that LMHRA may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants hereof, which in turn, shall continue to be in full force and effect. No waiver by **LMHRA** of any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by **LMHRA**.

9.0 MISCELLANEOUS PROVISIONS


- 9.1 **Severability** - If any provision of this Contract should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.
- 9.2 **Binding Effect/Assignment of Rights** – This Contract shall be binding upon the **CONTRACTOR**, its partners, successors-in- interest, its legal representatives and assigns. Foregoing notwithstanding, the **CONTRACTOR** shall not in any manner, directly or indirectly, assign, or transfer its rights and obligations under this Contract without the written approval of **LMHRA**.
- 9.3 **Amendment** - This Contract may be amended or modified only in writing upon mutual agreement of the parties hereto.
- 9.4 **Governing Law and Language** – The rights and obligation of the parties hereto shall be governed and interpreted in accordance with the laws of the Republic of the Liberia, specifically, the provisions of the PPCC Act.
- 9.5 **Documents Incorporated** – The provisions of this Contract shall be read in harmony with the Terms of Reference and other related bid documents. In case of conflict, the provisions of this Contract shall prevail.
- 9.6 **Warranty** – all serviced vehicles shall have a warranty period of 45 days. Any major problems emanating from parts supplied by contractor and or fault on the vehicle will be the sole responsibility of the contractor.

IN THE PRESENCE OF:



WITNESS

AS TO



Pharmacist Keturah C. Smith/MD/LMHRA
THE AUTHORITY



WITNESS

AS TO



Makram Saab, Manager
CONTRACTOR