

COUNTY OF MONTSERRADO)  
REPUBLIC OF LIBERIA)

GENERATOR SUPPLY & DELIVERY AGREEMENT

is made and entered into this 24<sup>th</sup> day of March, A. D. 2020, by and between the Ministry of Health, Republic of Liberia (party of the first part, hereinafter known and referred to as the "MINISTRY") represented by its Deputy Minister for Administration Norwu G. Howard, and H & A CORPORATION of Monrovia (party of the second part, hereinafter known and referred to as the "Supplier"), represented by its Operations Manager Zahid Akhtar. The Supplier and the Ministry are collectively known and referred to as the "PARTIES" and each is known and referred to as "Party".

**WITNESSETH:**

WHEREAS, The Ministry is charged under Chapter 39 of the amended Executive Law of 1972 with administering government activities pertaining to the protection and improvement of public health;

WHEREAS, the Supplier is a private entity registered and operating in Liberia;

WHEREAS, there is an outbreak of Coronavirus and the WHO has declared the same as a pandemic; the Government of the Republic of Liberia has activated Incident Management System (IMS) to respond to the threat posed by the virus; persons infested with the virus, or suspected of been so infested are being treated at the 14<sup>th</sup> Military Hospital ("the Hospital");

WHEREAS, the only generator at the 14<sup>th</sup> Military Hospital has broken down and the same cannot be repaired within a day or two and there is an urgent need to procure and install a FG Wilson Perkins of between 400-500 KVA generator at the Hospital;

WHEREAS, based on the exigency of the situation the Procurement Unit of the Ministry, relying on Section 55(1)(d) of the Amended and Restated Public Procurement and Concession Law (2010), contacted known suppliers by mobile phone but all (except the within Supplier) declined the offer on grounds that they did not have the gen set readily available to supply as requested;

WHEREAS, as its support to the GOL's fight against the Covid-19, the Supplier agreed to sell a US\$105,000.00 500 KVA FG Wilson Perkins generator to the Ministry for US\$80,000.00 instead;

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:

**SECTION 1-CONSIDERATION**

It is mutually agreed and understood by the parties that in consideration for above specified generator the Ministry shall pay, or cause to be paid, to the Supplier the amount of **US\$80,000.00 (eighty thousand United States dollars)** upon delivery, installation and commissioning of the generator at the 14<sup>th</sup> Military Hospital (delivery point).

**SECTION 2-DELIVERY, TITLE & RISK**

2.1. Title to and risk in the generator will pass to the Ministry only after MINISTRY has received and accepted the Generator.

2.2. The generator is subject to MINISTRY's reasonable inspection, testing, and approval by appropriate personnel of the MINISTRY at the delivery point.

2.3. MINISTRY may reject the Generator, even after it has been accepted, if it is defective or is not in accordance with MINISTRY's specifications or does not meet the requirements under the proposal.

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- 2.4. Rejected Generator will be held entirely at the risk of the Supplier;
- 2.5. Rejected generator must be removed by and at the expense of the Supplier within seven (7) business days after notification to the Supplier of the rejection; and
- 2.6. If the Supplier fails to remove the Generator within the specified time frame, then MINISTRY may do so at the Supplier's cost.
- 2.7. MINISTRY will not be liable to the Supplier for any cost, loss or expense incurred by the Supplier due to the MINISTRY exercising its rights hereunder.

### SECTION 3. WARRANTY

3.1. The Supplier warrants that the Generator to be supplied to the MINISTRY under this agreement shall:

- a) be of merchantable quality;
- b) be free from defects;
- c) be fit for their intended purpose;
- d) be of good material;
- e) meet the needs of the MINISTRY as set out in the MINISTRY's tender for the provision of generator.
- f) conform to the technical and quality standard and specifications as set by the MINISTRY,
- g) be safe, of good quality, and free from any defect in manufacturing or material,
- h) correspond strictly with any and all representations, descriptions, and specifications given by the Supplier.
- i) Ensure that all Valid and current Business Registration, License (s) and tax clearance in line with PPCC regulations is held at all time to guarantee the effectiveness of this Agreement. Supplier must have specification or descriptions with the required coding(s); As required by the PPCC regulations.

3.2. The Supplier warrants that it has clear title to the items to be supplies under this Agreement and that the items shall be delivered free of liens or encumbrances.

3.3. The warranties in this Agreement and other warranties as may be prescribed by law will extend to the MINISTRY and shall run through to any expiration date on the Generator, or if no expiration date is stated, then shall remain effective for a period of twelve (12) months after delivery of the Generator to the MINISTRY.

### SECTION 4. QUALITY CONTROL.

The MINISTRY shall make final determination about the quality of the Supplier's outputs/deliverables in performance of its obligation hereunder.

### SECTION 5. LEGAL STATUS.

The Parties are independent contracting parties, and nothing in this Agreement will make any Party the employee, partner, agent, legal representative, trust or joint venturer of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

### SECTION 6. DISPUTE SETTLEMENT

Any dispute arising out of or, in connection with this Agreement, if attempts at settling amicably by negotiation have failed, either party may proceed for settlement in a court of competent jurisdiction in Liberia.

### SECTION 7. GOVERNING LAWS

This Agreement shall be subject to the laws of Liberia; and subject to the foregoing, the Courts of Liberia shall have exclusive jurisdiction.

### SECTION 8. TAXATION.

The Supplier shall pay all taxes that are due and payable under this contract to the Liberia Revenue Authority.

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**SECTION 9. ACCEPTANCE**

By their signatures below, the parties to this Agreement indicate their understanding and acceptance of the terms herein.

**SECTION 10. SEVERABILITY**

Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provisions in any other jurisdiction. Where applicable laws resulting in such prohibition or unenforceability may be waived, they are waived by the parties to the full extent permitted by law so this Agreement shall be valid, binding agreement, enforceable in accordance with its terms.

**SECTION 11. SURVIVAL**

All covenants, agreements, representations and warranties made by the Supplier in this Agreement shall be considered to have been relied upon by the MINISTRY and shall survive the execution and delivery of this agreement, regardless of any investigation made by the MINISTRY or on its behalf and notwithstanding that the MINISTRY may have had notice or knowledge of any fact or incorrect representation or warranty at any time in the contract term, and shall continue in full force and effect ending five years subsequent.

IN WITNESS WHEREOF, the parties have hereto set their hands and affixed their signatures on the day and date first above written.

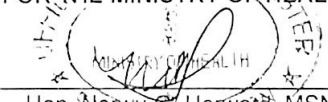
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have set their hands and affixed their signatures on the date first written above:

IN THE PRESENCE OF:


FOR THE CATERER:

  
\_\_\_\_\_  
Zahid Akhtar  
Operations Manager

FOR THE MINISTRY OF HEALTH:

  
\_\_\_\_\_  
Hon. Norwu G. Howard, MSN,  
Deputy Minister for Administration, MOH

ATTESTED:

  
\_\_\_\_\_  
Dr. Mosoka Fallah  
Acting Director General, NPHIL