

COUNTY OF MONTSERRADO)
REPUBLIC OF LIBERIA)

S U P P L Y ' & D E L I V E R Y A G R E E M E N T

This Supply & Delivery Agreement is made and entered into this 2nd day of July, A. D. 2020, by and between the Ministry of Health, Republic of Liberia through the Covid-19 Incident Management System (party of the first part, hereinafter known and referred to as the "MINISTRY") represented by the Minister/IMS Chair Dr. Wilhelmina S. Jallah, and **African Trading Center (ATC)** of Randall Street, Monrovia (party of the second part, hereinafter known and referred to as the "Supplier"), represented by its Operations Manager **Mohammed Abdallah**. 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 Ministry has received funding from the Government of Liberia (GOL) to support health system strengthening. And the Ministry, through the Incident Management System (IMS) intends to apply portion of said funding for the payment of assorted household equipment, described in the bid data sheet, for use at the Star Base and Fandel precautionary observation centers (POCs);

WHEREAS, in order to proceed with this process the Ministry's Procurement Unit applied the restrictive bidding method, involving 4 local vendors, in keeping with the amended and restated Public Procurement Concession Act of 2010;

WHEREAS, at the end of the bidding process, the Ministry selected the Supplier and the Supplier accepts the Ministry's offer and warrants to the Ministry that it is capable of executing the obligations hereunder and has a business registration and valid license required under 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:

SECTION 1-CONSIDERATION

It is mutually agreed and understood by the parties that in consideration for the supply and delivery of the assorted household equipment contemplated herein the Ministry shall pay, or cause to be paid, to the Supplier the total amount of **US\$48,050.00 (forty-eight thousand fifty United States dollars)** payable in tranches as per Ministry's purchase order.

SECTION 2. TERM OF THE SERVICE

2.1 The service of the Supplier under this Agreement shall be for six months commencing as of the 6th day of July 2020 and continue up to the 5th day of January 2021 ("the service period") but may remain active and enforceable beyond the service period for delivery of outstanding supplies, or replacement of returned or rejected supplies, or for liquidation of unpaid obligations only. Provided however that any

performance beyond the Contract Period shall not be construed as a renewal of the contract; renewal shall only be done by written agreement of the Parties.

SECTION 3. CONTRACT DOCUMENTS

3.1 This Agreement and all annexes hereto together with the following named documents which are incorporated herein by reference constitute the entire contract (referred to as the "this contract" between the Ministry and the Supplier.

3.2. The Contract documents are taken as complementary of one another, but in case of ambiguities discrepancies or inconsistencies among them, the contract shall be interpreted on the basis of the following order of priority:

- a) this Contract;
- b) the Ministry's request for Proposal or bid documents(Annex I)
- c) the Suppliers Bid or proposal (Annex II)
- d) the Ministry Procurement Committee's evaluation report (Annex III)

SECTION 4-DELIVERY, TITLE & RISK

4.1. delivery under this Contract will be on a draw down basis (Title to and risk in the supplies will pass to the Ministry only after MINISTRY has received and accepted the supplies.

4.2. The supplies are subject to MINISTRY's reasonable inspection and approval by appropriate personnel of the MINISTRY at the MOH Central (the "delivery point").

4.3. MINISTRY may reject the supplies, even after they have been accepted, if they are defective or are not in accordance with MINISTRY's specifications or do not meet the requirements under the proposal.

4.4. Rejected supplies will be held entirely at the risk of the Supplier:

4.5. Rejected supplies 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

4.6. If the Supplier fails to remove the supplies within the specified time frame, then MINISTRY may do so at the Supplier's cost.

4.7. 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 5. WARRANTY

5.1. The Supplier warrants that the supplies 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;
- 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 are held at all time to guarantee the effectiveness of this Agreement.

5.2 The Supplier warrants that it has clear title to the items to be supplied under this

5.3 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 supplies, or if no expiration date is stated, then shall remain effective for a period of twelve (12) months after delivery of the supplies to the MINISTRY.

SECTION 6. QUALITY CONTROL

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

SECTION 7. 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 8. 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 9. 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 10. TAXATION

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

SECTION 11. ACCEPTANCE

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

SECTION 12. 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.

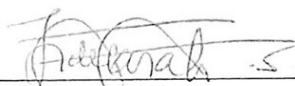
SECTION 13. SURVIVAL

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, through their duly authorized representatives, have set their hands and affixed their signatures on the date written below:

IN THE PRESENCE OF:

FOR THE MINISTRY:


Signed: 
Mr. Fidel Wiah
Deputy IMS Manager for
Finance & Administration

Date: 03/07/2020

Approved: 
Dr. Wilhelmina S. Jallah
Minister/IMS Chair

Date: 03/07/2020

FOR THE SUPPLIER:


Mohamed Abdallah
Proprietor

Date: 03/07/2020