

MINISTRY OF MONITORING
(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 and Delivery Agreement is made and entered into this 26th day of August, 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 **Hon. Wilhelmina S. Jallah, MD.** and Class Stationary and Mobile Center of Broad Street, Under the Old Ministry of Education Building, Monrovia ("party of the second part, hereinafter known and referred to as the Supplier"), represented by its Sales Manager **Ramayan G. Asary**. The Supplier and the Ministry are known and referred to as the "Parties" and each is known as 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, 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 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 ICT Equipment to be used for the Covid-19 operation;

WHEREAS, following the due procurement process, the Ministry has selected the Supplier and the Supplier accepts the Ministry offer and warrants to the Ministry that it has the capacity, experience and expertise required to render the aforementioned services and has the 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

PART I Specific Condition

Section 1. SERVICES

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

Section 2. TERM OF THE SERVICE

The services of the Supplier under this Agreement commenced as of August 26, 2020 A.D and terminates on October 25 A.D 2020 which term may be referred to as "The Contractual Period".

Section 3. TERMS OF REFERENCE, SCOPE OF SERVICE, & CONTRACT DOCUMENT

3.1 SCOPE OF SERVICE

3.1.1 SUPPLY OF PRODUCTS

The Supplier shall sell and supply the products as set out in "Annexes 1 and 2 hereto" ("request for bid and the Supplier's bid proposal") to the Ministry (upon receipt of Ministry Purchase Order) and the Ministry shall buy from the Supplier such assorted ICT Equipment Supplies / on the terms of this Agreement.

3.2. Responsibilities of the Parties

3.2. (A) The Supplier

The Supplier shall:

- 1) Immediately supply and deliver to the Ministry "Assorted ICT Equipment" per the Ministry Purchase Order and the Supplier's quotation.
- 2) Deliver the Assorted ICT Equipment Supplies to the Ministry within 5 days upon receipt of purchase order.

3.2. (B) The Ministry

- a. The Ministry shall ensure that the Supplier receives payment within 15 business days upon delivery of this Contract quantity of ICT Equipment and Supplies.
- b. The Ministry shall inspect the goods at the point of delivery.

3.3. Contract Document

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

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 based on the following order of priority:

- 1) This Contract
- 2) The Ministry's request for proposal and Purchase Order (Annex 1)
- 3) The Bid/proposal/quotation submitted by the Supplier (Annex 2)

Section 4. PRICE /PAYMENT.

4.1. In consideration for the goods to be supplied by the Supplier under this Agreement, the Ministry shall pay the Supplier a total amount of US\$ 11,770.00 (Eleven Thousand Seven Hundred Seventy United States Dollars) to be paid based on the satisfactory attainment of duties as defined in section 3 above.

Section 5. Warranty

5.1. The Supplier warrants that all Products (Assorted ICT Equipment and Supplies) to be supplied to the Ministry under this agreement shall:

- (a) be new;
- (b) be of merchantable quality;
- (c) be free from defects;
- (d) be fit for their intended purpose;
- (e) be of good material;
- (f) meet the needs of the Ministry as set out in the Ministry's tender for the provision of Supply of Assorted ICT Equipment;
- (g) conform to the technical and quality standard and specifications as set out in Annex 2 hereto;
- (h) be of good quality and free from any defect in workmanship or material.

Contract for Supply and Delivery of Assorted ICT Equipment and Supplies D.O.

Section 6. TERMINATION

Either party may terminate this contract before its expiry date, provided the terminating party gives 7 days written notice to the other. Each Party shall remain liable for all obligations accruing up to the date of termination.

Section 7. ASSIGNMENTS

The Supplier shall not be entitled to assign its rights and obligations under this Agreement or claims against the Ministry, without the written permission of the Ministry.

Section 8. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the Republic of Liberia.

Section 9. RELATIONSHIP OF THE PARTIES

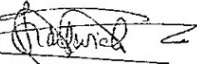
The parties agree that in the performance of this contract, the parties are acting as independent contractors and not as agents, an employee, partners, or associates of one another. Neither party is authorized to act on behalf of the other for any purpose without the expressed or written authorization of the other except for performing obligations under this Agreement.

Section 10. GENERAL


- This instrument and all attachments thereto contain the entire agreement between the parties with respect to the subject matter hereof, and any representation, promise or condition in connection therewith not incorporated or referenced herein shall not be binding on either party.
- If any term of this Agreement is held invalid or unenforceable, such term shall be considered omitted from this Agreement and shall not affect the validity or enforceability of the rest of this Agreement.
- No modification of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties.
- By their signatures below, the parties to this agreement indicate their understanding and acceptance of the terms herein.

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

For the Ministry:

Signed: 
Mr. Fidel Wiah
Deputy IMS Manager for
Finance & Administration
Date: 8/21/2020


Approved:


Dr. Wilhelmina S. Jankah
Minister/IMS Chair



Date: 8/31/2020

For the Supplier:


Mr. Ramayan G. Asary
Sales Manager
Class Stationary & Mobile Center

Date: 08/21/2020

Contract for Supply and Delivery of Assorted Office and ICT Supplies DCA