

18-00000-1111

SECTION 2. TERM OF THE SERVICE

The service of the Printer under this Agreement shall commence as of the 25th day of June 2020, and terminate of the 30th day of July 2020, which term may be referred to as "The Contractual Period", and within which the parties agree that the Printer will supply the subject materials (samples of which materials have been issued the Printer by the Ministry in advance).

SECTION 3 TERMS OF REFERENCE/ SCOPE OF WORK, & CONTRACT DOCUMENT

3.1. Scope of work

The materials contemplated by the parties are sufficiently described and identified in the Ministry's request for Bid (Annex 2 below).

3.2. Contract Document

This document and all annexes hereto incorporated by reference constitute the entire contract (herein referred to as the "contract or this "Contract" between the Ministry and the Printer.

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:

1. This Contract
2. The proposal or bid/Quotation submitted by the Printer(Annex 1)
3. The Ministry's request for Bid (Annex 2)

SECTION 4. REMUNERATION

4.1. In full and final consideration of the complete and satisfactory performance of its obligations hereunder, the Ministry shall pay the Printer the sum of **US\$38,975.00** (thirty-eight thousand nine hundred & seventy-five United States dollars) based on the satisfactory attainment of duties as defined in the Term of Reference of Section 3.

4.2. Upon receipt, inspection and satisfaction of the printed material, the Ministry shall make one hundred percent (100%) payment to the Printer within 10 working days after delivery of the Printed Materials.

SECTION 5. RISK AND DELIVERY:

5.1 Subject to 5.2 below, title to and risk in the Printed Materials will pass to the Ministry only after the Ministry has received and accepted the said Printed Materials.

5.2 Ministry may reject the Printed Materials in part or whole, even after they have been accepted, if it is defective or is not in accordance with the Ministry's specifications or do not meet the requirements under the order, "Rejected Product".

5.3. Rejected Printed Materials

- a) will be held entirely at the risk of the Printer;
- b) must be removed by and at the expense of the Printer within five (5) Business Days after notification to the Printer of the rejection; and
- c) If the Printer fails to remove the Printer Materials within fourteen days, the Ministry may do so at the Supplier's cost.

SECTION 6: WARRANTY

The Printer warrants that the items/Materials to be printed for the Ministry under this Agreement shall:

- a) be new;

- b) be of merchantable quality;
- c) be free from defects;
- d) be fit for the intended purpose;
- e) be of good material;
- f) meet the needs of the Ministry as set out in the Ministry's tender for the printing of the printed Materials.
- g) conform to the technical and quality standard and specifications as set out in Annexes 1 and 2 hereto,

SECTION 7. QUALITY CONTROL.

7.1 The Ministry shall make final determination about the quality of the Printer's outputs/deliverables in performance of its Term of Reference or Scope of Works.

SECTION 8. LEGAL STATUS.

8.1. The status of Printer shall be that of an independent Printer and not that of an employee, agent or other partner of the Ministry. The Printer shall have no power or authority to act on behalf of the Ministry or in its name or to bind the Ministry, either directly or indirectly, in any manner without the Ministry's expressed consent.

SECTION 9. TITLE RIGHTS.

9.1. Any studies, report or material, graphic software or otherwise, prepared by the Printer for the Ministry under this contract shall belong to and remain the property of the Ministry.

SECTION 10. DISPUTE SETTLEMENT

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

SECTION 11. TERMINATION OF CONTRACT.

The Printer has accepted and promised to complete the work on or before the Contractual Period as provided under Section 2 above. The contract terminates as per the time given for the job. Upon completion of the job and receipt of full payment the contract expires.

Further to the foregoing, the Ministry shall terminate this Contract before its expiry date if the Printer abandons the work or engages in corrupt, fraudulent, collusive or obstructive practices in performance of its duties under this Contract

SECTION 12. GOVERNING LAWS

12.1. This Agreement shall be subject to the laws of Liberia adjudicative within its courts of competent jurisdiction.

SECTION 13. TAXATION.

13.1. The Printer shall pay all taxes that are required and payable under this contract to the Liberia Revenue Authority.

SECTION 14. INDEMNIFICATION.

14.1. The Printer shall indemnify, defend and hold harmless the Ministry, its officers, directors, employees, agents and others from and against all damages, losses and causes of action including, without limitation, damages to property or bodily injury to the extent caused by: (a) its breach of any terms and conditions of this Agreement; or (b) its negligence or willful acts; or (c) its non-compliance of any applicable law, rule or regulation; or (d) its infringement of any right of any third party.

SECTION 15. ASSIGNMENT.

15.1. The Printer 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 16. CONFIDENTIALITY.

16.1. In performance of this Agreement or otherwise, all information regarding the activities or business of the Ministry shall at all times be treated by the Printer as confidential and shall not be disclosed or circulated except with the prior written consent of the Ministry or to the extent that the information is or comes into public domain through no fault of the Printer, or that such disclosure is required by law. All outputs, including final reports prepared by the Printer under this contract shall become the exclusive property of the Ministry.

SECTION 17. AMENDMENT.

17.1. Amendments and modifications to this Agreement shall be made in writing and signed by the Parties or their respective authorized agents. The terms of this agreement shall extend to and be binding on the Parties, their successors in office, legal representatives and heirs during the life of the Agreement

SECTION 18. ACCEPTANCE

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

SECTION 19. SEVERABILITY

19.1. Any provision herein 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 herein 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.


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

FOR THE PRINTER:


Henry M. Harris
General Manager

Date: _____

FOR THE MINISTRY:

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

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



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

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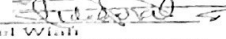
IN WITNESS WHEREOF, the parties have here-to set their hands and affixed their signatures on the day and date first above written.

FOR THE PRINTER:


Fredrick Harris
General Manager

Date: _____

FOR THE MINISTRY:

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

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



(COUNTY OF MONTERRADO)
(REPUBLIC OF LIBERIA)

S E R V I C E 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 Alley Printing Press, a business firm organized and existing under the laws of Liberia with principal offices at Benson Street, Monrovia, Liberia, represented by its General Manager, Henry E. Harris (hereinafter referred to as the "Printer"); collectively, the Ministry and the Printer shall hereinafter be referred to as the "Parties"; and

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 Caterer is a Liberian owned private entity;

WHEREAS, there is an outbreak of Coronavirus and the Republic of Liberia has set up the Covid-19 Incident Management System which is responding to the outbreak;

WHEREAS, the IMS/Ministry is in need of assorted printed materials which will be used to disseminate COVID-19 related information to the public which materials are identified in the attached Ministry's bid documents;

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 Printer (being the most responsive bidder) and the Printer 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;

WHEREAS, the Printer further warrants that it has a valid business registration/license and every pertinent documents 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. SERVICES

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