

**(COUNTY OF MONTSERRADO)
(REPUBLIC OF LIBERIA)**

G O O D S S U P P L Y & D E L I V E R Y A G R E E M E N T

This framework Agreement for the supply of Medical Equipment and Supplies and Infection Prevention Control (IPC) supplies dated this 3rd day of October, A.D 2020, is made by and between the Ministry of Health/Incidence Management System(IMS) of the City of Monrovia, county of Montserrado, Republic of Liberia, represented by the Minister / IMS Chair, Dr. Whilhemina S. Jallah, hereinafter referred to as the "Ministry/ IMS" and Biomedical Link (supplier of Medical Equipment and Supplies and Infection Prevention Control supplies) , organized, registered and existing under the laws of Liberia for the sales of the aforesaid supplies, with principal offices at Duport Road junction, Adjacent SP Gas station, Monrovia, Liberia, represented by its Executive Director Mr. Vamuyan Traore , of the City, County and Republic aforesaid, hereinafter referred to as "Supplier; and collectively the Ministry and the Supplier shall herein after be referred to as the "Parties"; and

WITNESSETH:

WHEREAS, the Ministry is the governmental department statutorily mandated under chapter 39 of the Executive law of 1972 to provide quality, affordable and accessible health care services for the people of Liberia, and

WHEREAS, there is an outbreak of Coronavirus and the WHO has declared same as a pandemic; the Government of Liberia through the Ministry of Health/IMS has received fund from the Covid 19 budget to respond to the pandemic in the Country and strengthen the health System, and

WHEREAS, the Ministry/IMS wishes to engage a Supplier to supply for the use by the aforesaid Ministry/IMS, Medical Equipment and Supplies and Infection Prevention Control (IPC) supplies supra, to be used in various treatment centers around the Country on and subject to the terms of this Agreement and has selected the Supplier to supply said Medical equipment and supplies and IPC supplies and or materials as described in the Ministry/IMS's "Restrictive Bid (RB)" and the Supplier's bid/ proposal,(herein attached as 2) and

WHEREAS, the Supplier represents and warrants to the Ministry/ IMS that the Supplier is engaged in the business of selling or distributing Medical supplies and is having sufficient experience, and capacity, required for supplying the Ministry all items require 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 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 service of the Supplier under this Agreement shall commence as of October 6, _____ A.D 2020 and same shall terminate on October 5, _____ A.D 2021 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 "**the Restrictive Bid (supply of medical equipment and supplies and IPC supplies)**" of Annexes 1 and 2 hereto ("*request for bid and the Suppliers bid*") to the Ministry (upon receipt of Ministry Purchase Order) and the Ministry shall buy from the Supplier such **medical equipment and supplies and IPC 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/IMS "medical equipment and supplies and IPC supplies" per the Ministry/IMS Purchase Order and the Supplier's quotation
- 2) Deliver the medical supplies to the Ministry/IMS within 10 days upon receipt of purchase order

3.2. (B) The Ministry

- a. The Ministry shall ensure that the Supplier receives payment within 5 days upon delivery of this Contract quantity of medical equipment and supplies and IPC 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/IMS 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 on the basis of 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 supply of Medical Equipment and supplies and the IPC supplies and or materials to the Ministry's Incidence Management System(IMS) as stated above in Section 3, the MINISTRY/IMS under this Agreement shall pay the Supplier based the price quoted for each medical Equipment and supplies and IPC supplies in the Supplier's accepted quotation and or invoice and also based on the order, supply, delivery, and acceptance of items as ordered on a given occasion.

Section 5. Warranty

5.1. The Supplier warrants that all Products (Medical equipment and supplies and IPC supplies) to be supplied to the Ministry/IMS 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/IMS as set out in the Ministry's/IMS's tender for the provision of Supply of medical supplies and IPC supplies.
- (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 manufacturing or material, (i) correspond strictly with any and all representations, descriptions, and specifications given by the Supplier

Section 6. TERMINATION

Either party may terminate this contract before its expiry date, provided the terminating party gives 30 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/IMS, without the written permission of the Ministry/IMS.

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

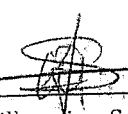
The parties agree that in the performance of this contract, the parties are acting as independent contractors and not as agents, an employee, partners or associates of one another. Neither party is authorized to act on behalf of the other for any purpose without the expressed or written authorization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

Section 10. GENERAL

- a. 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.
- b. 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.
- c. No modification of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties.
- d. 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/IMS:


Dr. Wilhemina S. Jallah
Minister /IMS Chair

Date:

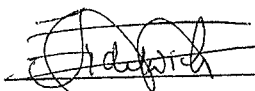
Oct. 3, 2020

For the Supplier:


Mr. Vamuyan Traore
Executive Director

Date October 3rd 2020

signed


Mr. Fidel Wiah.

Deputy/IMS Chair for Finance

10/3/2020