

**COUNTY OF MONTSEERRADO)
REPUBLIC OF LIBERIA)**

FRAMEWORK CONTRACT FOR THE SUPPLY OF GOODS

THIS FRAMEWORK CONTRACT FOR THE SUPPLY OF GOODS is made and entered into on this 19th day of *September* A.D 2022, by and between the **National Public Health Institute of Liberia** of the city of Monrovia, County of Montserrado, Republic of Liberia, represented by its Director General, Hon. Jane A. Macauley, (hereinafter referred to as the “Institute”) and **BioPrime Liberia Limited**, with principal place of business at Jubilee Plaza, Catholic Junction, Tubman Boulevard, Congo Town, City of Monrovia, Liberia, represented by its General Manager, Mr. Fabio Davis (hereinafter referred to as “Contractor”); collectively, the Institutes and the Contractor shall herein after be referred to as the “Parties”, do hereby to wit:-

WITNESSETH

WHEREAS, as a result of the 2014 unprecedented outbreak of the Ebola Virus Disease (EVD) in West Africa, which exposed the weaknesses in Liberia’s health care delivery system, the need for a public health institution in Liberia was highlighted as a mechanism for support to national health care delivery institutions;

WHEREAS, in 2016, through an Act of the Legislature, NPHIL was established to collaborate with and strengthen the Ministry and other institutions in the health sector through the carrying out of research into public health concerns of the Nation and to provide direction for disease prevention activities;

WHEREAS, the Institute is a corporate body solely owned by the Government of Liberia with financial, technical and administrative autonomy which allows it in the exercise of its function like all other state owned enterprises to enter into contracts or any other transaction(s) in furtherance of its mandate;

WHEREAS, the Institute has been allotted Operational funding under the 2022 National Budget, which amongst other things shall be applied towards the procurement of Laboratory Consumables for the Institute;

WHEREAS, the Institute instituted and scrupulously complied with Public Procurement and Concessions Act (PPCA) by among other things, undertaking a RESTRICTED BIDDING process under NCB No.: NPHIL/GOL/SBA/RB/003/2022, from which the Contractor emerged as the “most responsive bidder” and was offered the said Contract for the procurement of works as detailed herein;

WHEREAS, the Contractor is a Liberian owned company with a good history of dealership in assorted pharmaceutical and laboratory products in Liberia, and having been selected the most responsive bidder and awarded the said contract, has accepted the offer and covenant to execute this Contract consistent with its scope, terms and other provisions herein contained.

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 I- AWARD

The Institute hereby awards a Contract to the Contractor by these presents and for the Procurement of Laboratory Consumables to the Institute within duration of this Contract as specified herein.

SECTION II- SUPPLY REQUIREMENT

1. The Supply Requirement is hereby attached as **Appendix A** to this contract and constitute an integral part hereof. It is mutually agreed and understood by the Parties that the attached Appendix A shall be and remain the Supply Requirement for this Contract.

2. The Contractor shall supply Laboratory Consumables to the Institute pursuant to request made by the Institute through sealed Local Purchase Order (LPO) specifying the type of products to be supplied and the quantity of each.
3. The Contractor is required to supply Laboratory Consumables detailed in the LPO within one month of receipt of the LPO.

SECTION III CONTRACT PRICE

1. It is mutually agreed by the Parties that the Institute shall request, and purchase and the Contractor shall supply the Institute Laboratory Consumables up to the amount of One Hundred and Seventy-Eight Thousand, Five Hundred and Forty-Nine United States Dollars Forty-Two Cents (US\$178,549.42).
2. It is further mutually agreed by the Parties that the Contractor shall sell, or supply and the Institute shall purchase from the Contractor Laboratory Consumables as prices quoted in supply schedule attached as an Appendix to this Contract, subject to fluctuations based prevailing market prices during the life of this Contract.

SECTION IV- TERM/DURATION

The duration of the contract is three (3) months from the effective date which is the date of the last co-signature, or up to December 31, 2022, provided which one comes first. The Contract shall be executed within the period of the 2022 National Budget, provided that all Laboratory Consumables paid for but not supplied before the December 31, 2022, shall continue to be supplied to the Institute until fully exhausted.

SECTION V PAYMENT TERMS

The **Contractor** must provide the **Institute** with a valid invoice for each Order detailing the Services supplied and the Price. All payments for Services supplied shall be made consistent with the internal payment or disbursement processing procedures of the Institute as follows:

1. The **Institute** shall pay the **Contractor** thru the Ministry of Finance and Development Planning (MFDP) within Sixty (60) days upon receipt of valid Invoice from the Contractor for accepted and supplied Orders.
2. The **Institute** shall notify the **Contractor** if there is any error in the invoice, or if it disputes some of the charges. Notwithstanding this, The **Institute** may withhold payment of any disputed portion of the invoice pending resolution of the dispute but remains obligated to pay the remaining balance of the invoice on time.
3. The **Institute** is entitled to set off any amount the **Contractor** owes the Institute under this Agreement against any amount that the Institute owes the **Contractor**.

SECTION VI- WARRANTY

1. All Laboratory Consumables and Reagents supplied shall be merchantable and fit the intended purpose. They shall also comply with the standard shelf-life period as indicated thereon. Any consumables or reagents experiencing defect shall be replaced by the Contractor without any cost to the Institute.
2. Contractor warrants that it has the capacity to pre-finance and supply all Laboratory Consumables, in both quantity and kind as will be specified in LPOs from time to time, and that said supply shall be made on or before one month from the date of receipt of the LPO by the Contractor at a place to be designated by it.

SECTION VII- INSPECTION

All Laboratory Consumables supplied by the Contractor shall be subject to inspection by NPHIL within 48 hours after delivery. The Institute through its designated Section shall have the right to reject any package of consumables or reagents and request replacement thereof if same is found to be unsatisfactorily packaged or have any physical or technical defects.

SECTION VIII - TERMINATION

1. The **Institute** may terminate this Agreement without cause with 30 days' written notice.
2. The **Institute** may terminate this Agreement immediately with written notice to the Contractor if:
 - (a) the Contractor commits a fundamental breach of any of its obligations under this Agreement, and such breach is not remedied (if capable of remedy) within fourteen (14) days of notice in writing from the Institute requiring that such breach be remedied;
 - (b) the **Institute** determines that the **Contractor** has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract,
 - (c) the **Contractor** is in breach of any of its obligations under this Agreement, which breach is not a fundamental breach and such breach is capable of being remedied and has not been remedied within thirty (30) days of notice in writing from the **Institute** requiring that such breach be remedied;
 - (d) for any reason the **Contractor** is no longer able to perform its obligations under this Agreement;
 - (e) the **Contractor** becomes insolvent or goes into administration, receivership or liquidation or enters into any arrangement or composition with its creditors or any action is taken for the appointment of an administrator or official manager or receiver of the assets of the **Contractor**; or
 - (f) the **Contractor** ceases or threatens to cease carrying on business.
3. The **Contractor** may terminate this Agreement immediately on written notice to the **Institute** if the Institute fails to pay or dispute any invoice and fails to remedy such breach within sixty (60) days of a notice from the **Contractor** requiring the **Institute** to remedy same and stipulating that the **Institute** is in breach of this Agreement.
4. Termination of this Agreement is without prejudice to any accrued rights of either party as at the date of termination.

SECTION IX- FORCE MAJEURE

That in the event of Force Majeure the contract shall be suspended until such period of force majeure is abated and normal conditions are restored. Force Majeure is herein defined as nature disasters, acts of God war, civil disturbances, or other events beyond the parties' control that may hinder, delay or make impossible performance of this contract. The Party affected by the force majeure shall promptly inform the other Party through documentary evidence of the Force Majeure circumstances and the contract duration shall be extended accordingly when the force majeure situation is abated.

SECTION X- DISPUTE RESOLUTION

The Parties shall submit to arbitration under the Commercial Code of Liberia, all disputes of any kind whatsoever arises between the Institute and the in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate, or valuation of the Contract. The matter in dispute shall, in the first place, be referred in writing with a copy to the other party. Such reference shall state the problem discover no later than (5) five working days, after which any failure to amicably resolve the said dispute the aggrieved party shall serve the supposing breaching party a notice of intention to commence arbitration.

SECTION XI - NO CLAIMS

There are no claims, investigations or court proceedings or others in progress, pending or threat against the Contractor which, if determined adversely, would have a material adverse effect on the capacity of the Contractor's capacity to implement the Contract.

SECTION XII NOTICE OF MATERIAL EVENTS

The Contractor shall immediately provide written notice to the Institute of any claims, investigation or court proceedings in progress, pending or threatened against it which, if determined adversely, would have a material contrary effect on the capacity of the Contractor to implement the Contract or perform any of its obligations.

SECTION XIII NON WAIVER OF REMEDIES

No delay in exercising any right or remedy under this agreement shall be construed as a waiver of such right of remedy.

SECTION XIV - NOTICE

Any notice required by this Agreement shall be in writing and (i) sent by certified mail, return receipt requested, or by reputable courier, to the parties at the addresses set out above; or (ii) personally delivered with acknowledgement of receipt. Notices in conformance with this paragraph shall be effective upon receipt.

SECTION XV - TAXATION

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

SECTION XVI - 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 XVII - SURVIVAL

All covenants, agreements, representations and warranties made by the Contractor in this agreement shall be considered to have been relied upon by the Institute and shall survive the execution and delivery of this agreement, regardless of any investigation made by the Institute or on its behalf and notwithstanding that the Institute 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.

SECTION XVIII CONFIDENTIALITY

In performance of this Agreement or otherwise, all information regarding the activities or business of the Institute shall at all times be treated by the Contractor as confidential and shall not be disclosed or circulated except with the prior written consent of the Institute or to the extent that the information is or comes into public domain through no fault of the Contractor, or that such disclosure is required by law.

SECTION XIX - AMENDMENT

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 XX – ENTIRE AGEEEMENT

There are no promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all previous communication, representations, agreements, negotiations, or understandings, either verbal or written between the parties hereto.

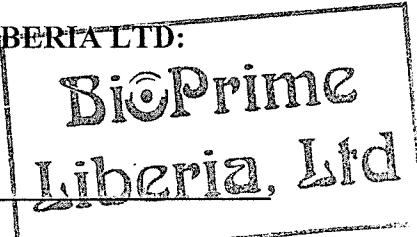
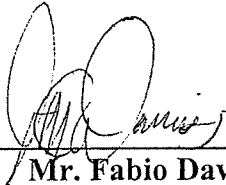
ARTICLE XXI - BINDING CLAUSE

The terms and conditions of this contract shall be binding on the parties hereto, their legal representatives, assigns, Successors-in-Business and interest as if they were specifically named herein.

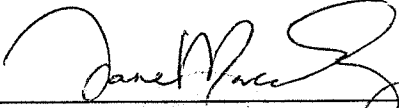
IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate copies on the dates and at the places indicated below.

IN THE PRESENCE OF:

FOR BIOPRIME LIBERIA LTD:



Mr. Fabio Davis
FOR THE INSTITUTE:


Hon. Jane A. Macauley
DIRECTOR GENERAL