

COUNTY OF MONTERRADO)

REPUBLIC OF LIBERIA )

CONTRACT FOR THE PROCUREMENT OF GOODS

THIS CONTRACT FOR THE PROCUREMENT OF GOODS is made and entered into on this 30<sup>th</sup> day of September A.D 2022, by and between the **National Public Health Institute of Liberia (NPHIL)**, and the **Ministry of Health (MOH)** of the city of Monrovia, County of Montserrado, Republic of Liberia, represented by Director General, Hon. Jane A. Macauley of NPHIL (hereinafter referred to as the "NPHIL/MOH or the Institutes"), and **G2 Pharmacy**, with principal place of business in Paynesville City, Montserrado County, Liberia, represented by its General Manager, **Mr. Aashish Vadhvani** (hereinafter referred to as "Contractor"); collectively, the Institute and the Contractor shall herein after be referred to as the "Parties", do hereby to wit:-

**WITNESSETH**

**WHEREAS** the NPHIL is an agency of Government of Liberia created by law as an autonomous auxiliary arm of the Ministry of Health and charged with the mandate to prevent and control public health threats by promoting healthy outcomes and serving as a source of knowledge and expertise for the nation, and;

**WHEREAS** the Ministry of Health and the National Public Health Institute have received a Grant from the African Development Bank (AfDB) through the Transition Support Facility Pillar III (TSFP III) to finance the Result-Based Management: Monitoring and Evaluation of Public Health Activities in Liberia, which amongst other things intends to apply portion of said funding to the procurement of First Aids Kits;

**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 enterprise to enter into contracts or any other transaction in furtherance of its mandate;

**WHEREAS** the Institute instituted and scrupulously complied with Public Procurement and Concessions Act (PPCA) by among other things, undertaking NATIONAL COMPETITIVE BIDDING process under Reference No. *IFB No. NPHIL/AFDB/SBA/RFQ/003/2022*, from which the Contractor emerged as the "most responsive bidder" and was offered the said Contract for the procurement of *First Aid Kits* as detailed herein; and,

**WHEREAS** the Contractor is an Indian owned company with a good history of dealership in assorted pharmaceutical and supplies 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 by these presents and for the procurement and delivery of First Aid Kits to the National Public Health Institute of Liberia in accordance with the Supply Requirement agreed upon by the Institute and the Contractor herein.

## **SECTION II- SUPPLY REQUIREMENT**

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.

## **SECTION III CONTRACT PRICE**

That for and in consideration of procurement and delivery of the said First Aid Kits to NPHIL as detailed herein, the Institute shall pay, or cause to be paid to the full and complete amount of Eight Hundred United States Dollars (US\$800).

## **SECTION IV PAYMENT TERMS**

The Contract Price shall be paid in lump-sum by the Institute or on its behalf, to the Contractor, following (a) full supplied of the First Aid Kits (b) to the place of delivery to be designated by the Institute, (c) upon full inspection by the Institute and (d) which inspection finds the goods satisfactory in quantity, quality, specifications, packaging, etc. Any quantity of supply rejected during inspection shall be replaced before any payment made or discounted from the payment based on prevailing market price.

## **SECTION V- TERM/DURATION**

The duration of the contract is three months or 90 days (provided which one comes first) from the effective date. The Contractor hereby undertakes to supply in full the required quantity and specifications of First Aid Kits contemplated hereunder within a period within Contract Duration. The project commencement shall be immediately upon signing of the Contract. All warranties and dispute resolution shall survive the contract duration.

## **SECTION VI- INSPECTION**

All First Aid Kits 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 the said supplies and request replacement thereof if same is found to be unsatisfactorily packaged, or have any physical or technical defects.

## **SECTION VII- WARRANTY**

All First Aid Kits supplied shall be merchantable and fit the intended purpose. They shall also comply with the standard shelf life period as indicated thereon. Any supplies experiencing defect shall be replaced by the Contractor without any cost to the Institute.

## **SECTION VIII - TERMINATION**

This contract may be terminated by either party upon written notice if the other party breaches any material terms or conditions of this Agreement and such breach remains uncorrected for (5) five business days following written notice from the non-breaching party specifying the breach;

## **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 AGEEMENT

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.

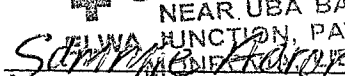
## ARTICLE XXI - BINDING CLAUSE

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 G2 Pharmacy.:

  
+ G2 PHARMACY  
NEAR UBA BANK,  
ALWA JUNCTION, PAYNESVILLE  
LAGOS STATE, NIGERIA  
Mr. Asghar Shah@yahoo.com  
Tel: 0770326403, 0775027704  
GENERAL MANAGER

FOR THE INSTITUTES:

  
Hon. Wilhelmina Jallah  
MINISTER OF HEALTH

  
Hon. Jane A. Macauley  
DIRECTOR GENERAL