

COUNTY OF MONTSERRADO)

REPUBLIC OF LIBERIA)

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CONTRACT FOR THE PROCUREMENT OF GOODS

THIS CONTRACT FOR THE PROCUREMENT 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 (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 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 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 include the procurement of Vector Control Supplies for the Institutes;

WHEREAS the Institutes are corporate bodies 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 Institutes instituted and scrupulously complied with Public Procurement and Concessions Act (PPCA) by among other things, undertaking NATIONAL COMPETITIVE BIDDING process under NCB No.: NPHILAFDB/SBA/NCB/001/2022, from which the Contractor emerged as the “most responsive bidder” and was offered the said Contract for the procurement of works as detailed herein; and,

WHEREAS the Contractor is a Liberian owned company with a good history of dealership in assorted pharmaceutical and laboratory equipment 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 Institutes hereby award a Contract by these presents and for the procurement and delivery of Vector Control Supplies to the National Public Health Institute of Liberia in accordance with the Supply Requirement agreed upon by the Institutes 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 Vector Control Supplies to NPHIL as detailed herein, the Institutes shall pay, or cause to be paid to the full and complete amount of Seventeen Thousand Six Hundred and Seventy-five United States Dollars (US\$17,675.00).

SECTION IV PAYMENT TERMS

The Contract Price shall be paid in lump-sum by the Institutes or on its behalf, to the Contractor, following (a) full supplied of the Vector Control Supplies (b) to the place of delivery to be designated by the Institutes, (c) upon full inspection by the Institutes 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 Vector Control Supplies 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 Vector Control material supplied by the Contractor shall be subject to inspection by NPHIL within 48 hours after delivery. The Institutes 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 Vector Control Supplies supplied shall be merchantable and fit the intended purpose. They shall also comply with the standard shelf-life period as indicated thereon. Any Vector Control 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 where the force majeure is abated and normal conditions are restored. Force Majeure is herein defined as natural 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 Institutes and the Contractor 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 Institutes 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 Institutes and shall survive the execution and delivery of this agreement, regardless of any investigation made by the Institutes or on its behalf and notwithstanding that the Institutes 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 Institutes 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 Institutes 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.

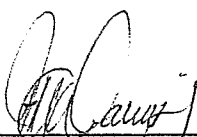
ARTICLE XXI - BINDING CLAUSE

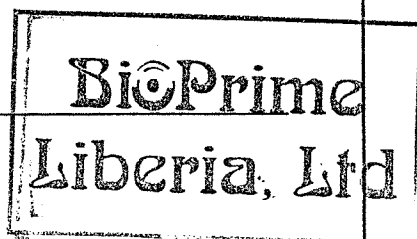
The terms and conditions of this contract shall be binding on the parties hereto, their legal representatives, assigns, Successors-in-Business and interest as if they were specifically named herein.

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 BIOPRIME LIBERIA LTD.:


Mr. Fabio Davis
General Manager



FOR THE INSTITUTE:


Hon. Wilhelmina Jallah

Minister


Hon. Jane A. McCauley
DIRECTOR GENERAL

9/19/22