

COUNTY OF MONTSERRADO)
REPUBLIC OF LIBERIA)

FRAMEWORK AGREEMENT FOR THE SUPPLY OF LABORATORY CONSUMABLES

THIS FRAMEWORK AGREEMENT FOR THE SUPPLY OF LABORATORY CONSUMABLES (IFB No. NPHIL/GOL/RB/001/21) is made and entered into on this 17th day of December A.D 2021, 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 MaCauley**, (hereinafter referred to as the “Institute”) and **Biomedical Link**, represented by its **Executive Director, Mr. Varmuyen Traore**, with principal place of business at the Duport Road Junction, Paynesville, Republic of Liberia, (hereinafter referred to as “Supplier”); collectively, the Institute and the Supplier 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 enterprise to enter into contracts or any other transaction in furtherance of its mandate;

WHEREAS, the Institute has received funding from the Government of Liberia under a Budget Line title “**Laboratory Consumables**” which is intended to be used by the Entity to facilitate medical and laboratory activities;

WHEREAS, the Institute instituted and scrupulously complied with the Public Procurement and Concessions Act (PPCA) by among other things undertaking a RESTRICTED BIDDING process, selecting the most responsive bidder to whom the contract for the procurement of the said Laboratory Consumables is to be awarded;

WHEREAS, the Supplier is a business entity registered and operating in Liberia engaged in the distribution, supply and delivery of Medical and Laboratory Consumables on the Liberian market, and having been selected the most responsive bidder and awarded the said contract, accepted the offer and covenant to supply the said Laboratory Consumables subject to terms and condition herein.

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. DEFINITION.

In the context of this Agreement, the following words shall have the meaning given hereinafter:

“*Agreement*” means this supply contract including its recitals, substantive clauses, and any appendices, the provision of which are an integral part thereof;

“*Authorized Representative*” means an employee of the Institute with written approval from the Institute to request and/or receive the Product on its behalf.

“*Contract Period*” means the term of this Agreement as described in Section 3;

“*Delivery*” means the physical delivery of printed and bounded IDSR Tools as described in a given Purchase Order to/ at the place designated in the Order.

“*Purchase Order*” means any written order for printing and binding services issued by the Institute including by e-mail and confirmed in writing by the Supplier in accordance with and pursuant to the Agreement;

“*Product*” means goods/Laboratory Consumables as described in the Purchase Order.

SECTION 2. AWARD

The Institute hereby contracts the Supplier, and the Supplier hereby accepts to be contracted by the Institute to supply Laboratory Consumables as herein described deliver same to the Institute under terms and conditions enshrined herein.

SECTION 3. CONTRACT PERIOD

The service of the Supplier under this Agreement shall commence on the *effective date of the signing of this agreement* up to, including and terminates on December 31, 2021 (the Contract Period). Any performance beyond the Contract Period shall not be construed as a renewal of the Agreement; renewal shall only be done by written agreement of the Parties.

SECTION 4. SCOPE OF SERVICE

During the Contract Period the Supplier shall supply and deliver (Laboratory Consumables) to the Institute as per the Institute’s Purchase Order and the Institute shall receive from the Supplier such Laboratory Consumables as follows:

1. The Institution shall make one request through its authorized representatives via a medium acceptable to the parties, for price quotations for Laboratory Consumables of assorted Laboratory Consumables.
2. Upon receipt of a duly executed Purchase Order notifying the Supplier to proceed to deliver the said Product, the Supplier shall pre-finance the acquisition of the Product and within Five (5) days or with the time period specified on Purchase Order after receipt of the Purchase Order, produce and supply the Institute with the Product in the quantity and quality prescribed in the Purchase Order to the Headquarters of the Institute or other locations in and around Liberia as indicated in the Order.
3. As soon as the Supplier is aware that it will be unable to fulfill an Order or meet the delivery date set out in an Order, the Supplier must notify the Institute in writing of the date that it will be able to fulfill the Order or deliver the Order for the items. Except where the delay in delivery is caused by or contributed to by the Institute; if the new date for delivery is unacceptable to the Institute, the Institute may in its sole discretion:
 - a) terminate the Order; or
 - b) procure the services in substitution for the Order from an alternate supplier and any reasonable expense incurred by Institute in the acquisition of such Product from other suppliers which is in excess of the Price payable under this Agreement

for the acquisition of the supplies (Laboratory Consumables), will be payable by the Supplier.

8. The Institute will not be liable to the Supplier for any cost, loss or expense incurred by the Supplier due to the Institute exercising its right.

SECTION 5. PRICE /PAYMENT.

1. In consideration for the goods to be supplied to the Institute, the Institute under this Agreement shall pay the Supplier the price quoted for Laboratory Consumables if the Supplier's accepted the quotation and based on the Institute's Purchase Order, and delivery note on a given occasion.

2 Price

a. The prices ("Price") for each item to be supplied under this Agreement shall be based on the unit price contained in the Supplier's Tender Document in response to the **Institute's Standard Bidding Document for the supply of Laboratory Consumables**. Price quotation from the Supplier will consider the prices indicated in the Tender Document subject to changes based on prevailing market or economic conditions. All prices shall be inclusive of statutory GST and other taxes, where applicable.

b. The Supplier agrees to provide Laboratory Consumables to the Institute and the Institute agrees to pay the Supplier in an amount not to exceed **Two hundred thirty seven thousand (US\$237,000) United States Dollars** for the overall contract Price consistent with the **Contract Period**.

3. Payment

The Supplier 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:

(a) The Institute shall pay the Supplier thru the Office of Financial Management within thirty (30) days upon receipt of valid Invoice from the Supplier for accepted and supplied Orders.

(b) The Institute shall notify the Supplier 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.

(c) The Institute is entitled to set off any amount the Supplier owes the Institute under this Agreement against any amount that the Institute owes the Supplier.

SECTION 6. WARRANTY

1. The Supplier warrants that all Products to be supplied to the Institute under this agreement shall:

- (a) be free from defects;
- (b) be fit for their intended purpose;
- (c) meet the needs of the Institute as set out in the Institute's Standard Bidding Document for the Procurement of Laboratory Consumables;
- (d) conform to the technical and quality standard and specifications as set by the Institute in the Institute's Standard Bidding Document for the Procurement of Laboratory Consumables; and,
- (e) Correspond strictly with any and all representations, descriptions, and specifications given by the Supplier in the Supplier's Tender Document in response to the Institute's Standard Bidding Document for the Procurement of Laboratory Consumables.

2. The Supplier warrants that it shall deliver the Product to the Institute free of liens or encumbrances.

SECTION 7. QUALITY CONTROL

The Institute shall make final determination about the quality of the Supplier's outputs/deliverables in performance of its obligations under this Agreement.

SECTION 8. LEGAL STATUS

The Parties are independent contracting parties, and nothing in this Agreement will make any Party the employee, partner, agent, legal representative, trust or joint venture of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

SECTION 9. DISPUTE SETTLEMENT

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

SECTION 10. 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 Supplier if:
 - (a) the Supplier 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 Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract,
 - (c) the Supplier 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 Supplier is no longer able to perform its obligations under this Agreement;
 - (e) the Supplier 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 Supplier; or
 - (f) the Supplier ceases or threatens to cease carrying on business.
3. The Supplier 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 thirty (30) days of a notice from the Supplier 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 11. FORCE MAJEURE

The Parties shall not be liable for any partial or complete failure to meet their commitments under the present Contract in the event of any circumstances outside of their control (force-majeure). The present Contract shall be suspended for the period of duration of such circumstances (force-majeure). The Party affected by the force-majeure circumstances shall notify the other Party within 3 days of their occurrence, provided the means of contact is available. If force-majeure circumstances continue for more than 3 months the present Contract may be terminated upon mutual consent among the Parties without any mutual claims.

SECTION 12. GOVERNING LAW

This Agreement shall be subject to the laws of Liberia; and subject to the foregoing the Courts of Liberia shall have exclusive jurisdiction.

SECTION 13. NO CLAIMS

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

SECTION 14. NOTICE OF MATERIAL EVENTS

The Supplier 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 Supplier to implement the Contract or perform any of its obligations.

SECTION 15. 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 16. 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 17. TAXATION

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

SECTION 18. 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 19. SURVIVAL

All covenants, agreements, representations and warranties made by the Supplier 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 20. 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 Supplier 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 Supplier, or that such disclosure is required by law.

SECTION 21. AMENDMENT

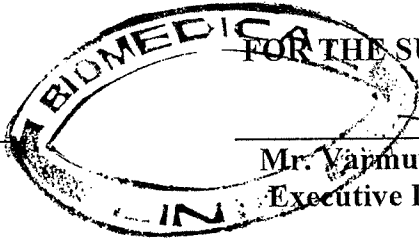
Amendments and modifications to this Agreement shall be made in writing and signed by The Parties or their respective authorized agents. The terms of this agreement shall extend to and be binding on The Parties, their successors in office, legal representatives and heirs during the life of the Agreement

SECTION 22. BINDING EFFECT

The covenants, conditions and provisions of the Agreement which are capable of having or intended to have effect after the expiration of this Agreement remain binding on the Parties.

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 THE SUPPLIER:

Mr. Vannuyen Traore
Executive Director

FOR THE INSTITUTE:

Hon. Jane A. MaCauley
DIRECTOR GENERAL

Entered into on this _____ day of December A.D 2021