

REPUBLIC OF LIBERIA
MINISTRY OF FINANCE AND DEVELOPMENT PLANNING
P.O. BOX 10-9016
1000 Monrovia, 10 Liberia



CONTRACT NO: MFDP-S-016-19/20

SERVICE CONTRACT LOT # 1

**BETWEEN THE MINISTRY OF FINANCE
AND DEVELOPMENT PLANNING (MFDP)**

&

SOLUMANE MOHAMMED BUSINESS CORP

FOR

**THE SUPPLY AND DELIVERY OF
STATIONERY SUPPLIES TO THE MINISTRY
OF FINANCE AND DEVELOPMENT
PLANNING (MFDP)**

This Service Contract is made and entered into this ____ day of _____ A. D. 20____, by and between the Ministry of Finance and Development Planning (MFDP), Republic of Liberia, represented by its Deputy Minister for Administration, **Hon. Rebecca Younger McGill**, located at Broad and Mechlin Street, Monrovia, Liberia, (herein after known and referred to as "MFDP/BUYER") and **Solumane Mohammed Business Corp**, a Corporation existing and operating under the laws of the Republic of Liberia, represented by its Manager , **Mrs. Fatuma N. Bah**, also of the City of Monrovia, Republic of Liberia (herein after known and referred to as CONTRACTOR).

WITNESSETH

WHEREAS, sensitive of the need to supply "stationery supplies" (papers & assorted Stationery) to the Ministry of Finance and Development Planning (MFDP);

WHEREAS, convinced that the supply is necessary for the effective administration of the Ministry of Finance and Development Planning (MFDP);

WHEREAS, encouraged by the selection of the Solumane Mohammed Business Corp, a competent Liberian company vetted and procured as a consequence of the employment of a Request for Quotations (RFQ) procurement method;

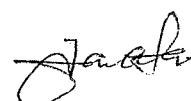
WHEREAS, based upon the premises enumerated above, the Ministry of Finance and Development Planning (MFDP), do hereby contract the Solumane Mohammed Business Corp, for the supply of stationery materials (paper & assorted stationery) and its related items;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Ministry of Finance and Development Planning (MFDP), for valuable consideration, mutually agree to the following terms set forth below:

I. CONTRACT DOCUMENTS

Documents under this Contract consist of the following:

- A. Document evidencing the selected procurement method (**Appendix A**);
- B. The Consultant's Current Business Registration (**Appendix B**);
- C. The Consultant's Current LRA Tax Clearance (**Appendix C**);
- D. Details of the Contractor's quantities of supply (**Appendix D**);
- E. All other documents referenced heretofore, not specifically attached to this contract, by incorporation, constitute part of the contract documents.



II. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

This CONTRACT shall commence on 1st day of November A.D. 2019 and expire on the 30th day of June 2020.

III. DESCRIPTION OF SERVICES

The CONTRACTOR shall supply the goods required under this contract, which are to be consistent with the supply of "stationery materials" and its related items. The goods shall meet and be in conformity with acceptable standards. No good shall be considered as acceptable until final examination and approval by the MINISTRY OF FINANCE AND DEVELOPMENT PLANNING (MFDP). The details of the goods to be supplied by the CONTRACTOR are contained within in the CONTRACTOR Delivery list attached to this Contract as **Appendix D**.

IV. THE CONTRACT PRICE

The Ministry of Finance and Development Planning (MFDP) shall pay or caused to be paid to the CONTRACTOR the sum charge by the CONTRACTOR for each service of supply and delivery of stationery and supplies to the Ministry of Finance and Development Planning/ MFDP.

V. PAYMENT SCHEDULE & CONDITIONS

The MINISTRY shall pay unto to the CONTRACTOR the total cost of the supply and delivery of stationery and supplies to the MFDP as requested for by the MINISTRY as follows:

A. PAYMENT

The CONTRACTOR shall make request for its payment for the supply and delivery of "stationary and supplies" supplied to the MFDP. The total cost of this Contract is **US\$45,262.15 (Forty-Five Thousand Two Hundred Sixty-Two United States Dollars Fifteen Cents)**.

B. FINAL PAYMENT

All Payment for the services of the supply and delivery of "stationary and supplies" to the MFDP by the CONTRACTOR shall be made on or before the expiration of this Contract.

VI. CONFIDENTIALITY AND NON-DISCLOSURE

In the absence of Agreement between the parties and unless otherwise agreed or required by law, the Consultant agrees not to publish, distribute, reveal or in any way disclose any information data and other material, whether of a business technical, financial, operational, administrative, marketing acquired as a consequence of the services to be rendered, either directly or through its authorized agents within the public domain.

VII. NOTICES

All notices or other communication between the parties in relation to this Contract, shall be written in the English Language, and sent by either by hand delivery, or couriered by email transmission to the authorized representative(s) of the party due to receive said notices through their business or email addresses, as set forth below:

For the **MFDP**:

The Deputy Minister for Administration
Ministry of Finance & Development Planning
Broad Street & Mechlin
Monrovia, Liberia

For the **CONTRACTOR**:

Mrs. Fatuma N. Bah
Manager
Monrovia, Liberia

VIII. ASSIGNMENT

This Contract and the rights there under shall not be assigned by any of the parties to a third party or parties without the written and signed consent by the authorized representative (s) of the other party.

IX. AMENDMENTS/MODIFICATION

The parties agree that this Contract cannot be modified in whole or in part, except through the written consent of both parties under terms and conditions to be negotiated. Any such modification shall be duly executed as an addendum.

X. LICENSE-WARRANTY

The CONTRACTOR shall ensure those at all times during the terms of this Contract, its Business Registration shall be in full force and effect.

XI. TERMINATION

The MINISTRY may terminate this CONTRACT for cause or convenience, provided however, that the Consultant is compensated fully for all goods provided at the time of termination. The contractor shall also retribute to the Ministry all monies received for unsupplied goods upon termination for cause or convenience.

The Ministry shall also terminate this contract, if the MINISTRY determines that the CONTRACTOR is failing to timely supply the goods described, or is in breach of any term or terms of this contract.

Additionally, the contract may be terminated by either the MINISTRY or CONTRACTOR upon the issuance of thirty (30) days prior notice to the other party. If this Contract is terminated for cause, pursuant to the notice of the thirty (30) days provision as stated herein, the CONTRACTOR

shall be bound to the conditions of this contract as to the completion of all unsupplied goods prior to the issuance of the thirty (30) days' notice.

XII. FORCE MEJEURE

Neither party shall be in default on account of, and neither party shall assume any liability or responsibility for, consequences arising out of the interruptions of its performance under this Agreement by epidemics, fire, flood, unusually severe weather or any extraordinary natural disturbances, acts of nature or of the public enemy, act of the Liberian Government or another foreign government in its sovereign capacity, civil commotion, riot, acts of terrorism, insurrection or hostilities (whether or not declared war), condition that may adversely affect the safety affect the safety of either party's personnel and/or equipment, restriction due to quarantines, blockades, embargoes, severe and unforeseen market shortage, or any cause beyond the reasonable control of such party, that arise without the fault or negligence of such party, and that result in delay of performance hereunder. Any such delay resulting from such events shall be deemed excusable. The party whose performance will be delayed by such events will use its best efforts to notify the other within three (3) days after occurrence of such an event, and the cessation thereof.

XIII. HOLD BACK AND COMPLETION

Upon the termination of this contract for cause, the MINISTRY may hold back all equivalent sums, until goods required for the payment of said sum are supplied. If CONTRACTOR is required to supply the goods or subcontract the remaining supply, the CONTRACTOR shall be fully responsible and liable to ensure that the goods are supplied.

XIV. SEVERABILITY AND SURVIVABILITY

If any term or clause of this Contract is nullified by a court of law, the remnants of the Contract shall remain enforceable. The terms and conditions of the Contract shall be binding upon the parties hereto, their legal representatives, assigns, and successors-in-interest as if they were specifically mentioned herein by name.

XV. DISPUTE RESOLUTION

This Contract shall be construed and governed under the laws of the Republic of Liberia. Any dispute arising thereof, shall be referred to arbitration in Liberia. The reference shall be to three (3) arbitrators. Each party shall appoint an arbitrator, and the two severally appointed arbitrators, shall jointly appoint a third arbitrator.

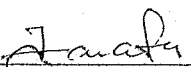
XVI. ENTIRE AGREEMENT

This contract with all its incorporated documents represent and constitute the entire agreement between the parties and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representation or agreements, either written or oral. The Contract shall be construed under the laws of the Republic of Liberia.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day and year written below:

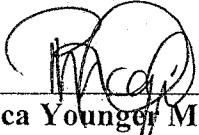
IN THE PRESENCE OF:

FOR THE CONTRACTOR:



Mrs. Fatuma N. Bah
Manager/Solumane Mohammed Business Corporation

FOR THE MFDP:



Hon. Rebecca Younger McGill
Deputy Minister for Administration