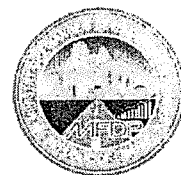


**REPUBLIC OF LIBERIA**  
**MINISTRY OF FINANCE AND DEVELOPMENT PLANNING**  
P.O. BOX 10-9016  
1000 Monrovia, 10 Liberia



**CONTRACT NO: MFDP-S-015-19/20**

**SERVICE CONTRACT**

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

**&**

**NATIONAL TOILETRIES INCOORPORATED**

**FOR**

**THE SUPPLY & DELIVERY OF PHONE  
CARDS TO THE MINISTRY OF FINANCE  
AND DEVELOPMENT PLANNING (MFDP)**

This Service Contract is made and entered into this 29<sup>th</sup> day of OCTOBER A. D. 2019, 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 Gurley Street, Monrovia, Liberia, ( herein after known and referred to as "MFDP") and National Toiletries Incorporated, a Corporation existing and operating under the laws of the Republic of Liberia, represented by its President/Chief Executive Officer (CEO), **Mr. Fomba V. Trawally**, 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 scratch cards to the Ministry of Finance and Development Planning (MFDP) for the efficient operation of the latter thereof;

**WHEREAS**, encouraged by the selection of the National Toiletries Incorporated, a competent Liberian company vetted and selected as a consequence of the employment of "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 National Toiletries Incorporated, for the provision of the foregoing goods described herein;

**NOW THEREFORE**, in consideration of the mutual promises, the Ministry of Finance and Development Planning (MFDP), and National Toiletries Incorporated for good and valuable consideration, mutually consent to the 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 Vendor's Current Business Registration (**Appendix B**);
- C. The Vendor's Current LRA Tax Clearance (**Appendix C**);
- D. Details List of Quantity of Scratch Cards to be Supplied (**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 1<sup>st</sup> day of July A.D. 2019 and expire on the 30<sup>th</sup> day of June A. D. 2020.

### **III. DESCRIPTION OF GOODS**

The CONTRACTOR shall perform the service, and make available all of the products and experience required for the service. All expertise, skills, and products, shall meet and be in conformity with acceptable standards consistent with the Supplier goods to be provided hereunder. No goods shall be considered as acceptable until final examination and approval by the MINISTRY OF FINANCE AND DEVELOPMENT PLANNING (MFDP), evidenced by the issuance of a CERTIFICATE OF COMPLETION TO THE ACCORD. The details of the works to be undertaken by the CONTRACTOR are contained within in the Contractor Scope of Services attached to this Contract as **Appendix D**.

### **IV. THE CONTRACT PRICE/PAYMENT SCHEDULE & CONDITIONS**

- a. The Phone Cards are to be purchased from the Vendor at US\$5.20 per unit.
- b. The total amount for the Phone Cards shall not exceed US\$49,320.00 (Forty-Nine Thousand Three Hundred Twenty United States Dollars) for the Fiscal Year 2019/2020. It is agree that 2,466 pieces of Phone Cards consistent with the Unit Price mentioned above will be supply and deliver by the CONTRACTOR to the MFDP per quarter at the costs of US\$12,824.00 (Twelve Thousand Eight Twenty Four United States Dollars) per quarter.

It is hereby mutually agreed by the **Parties** that the MFDP will make payment base on the quantity of Phone Cards supplied and delivered by the CONTRACTOR to the MFDP based upon the requested Purchase Order and Delivery Note from the MFDP.

### **V. CONFIDENTIALITY AND NON-DISCLOSURE**

In the absence of Agreement between the parties and unless otherwise agreed or required by law, the Contractor 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.

### **VI. 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.

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 unfinished services prior to the issuance of the thirty (30) days' notice.

### **XIII      HOLD BACK AND COMPLETION**

Upon the termination of this contract for cause, the MINISTRY may hold back all equivalent sums, until services required for the payment of said sum are completed. If CONTRACTOR is required to complete services or subcontract the remaining portion of said services, the CONTRACTOR shall be fully responsible to pay the full cost for the completion of the portion of said services.

### **XV        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.

### **XVI       FORCE MAJEURE**

Neither Party shall be in default on account of, and neither party shall assume any liability or responsibility for consequences arising out of the interpretation of its performance under this Agreement by epidemics, fire, flood, severe weather or any extraordinary natural disturbances, acts of nature, acts of the Liberian Government or another foreign government in its foreign capacity, civil commotion, riot, acts of terrorism, insurrection or hostilities, war, apparent, condition that may adversely affect the safety of either party's personnel and/or equipment, restrictions due to quarantines, blockades, unavailability of materials, severe and unforeseen market shortages, or any cause beyond the reasonable control of either party, not occasioned by the fault or negligence of such party and resulting in the delay of performance anticipated hereunder. Any delay resulting from such event shall be deemed excusable. The party whose performance is delayed by such event shall use its best efforts to notify the other party within three (3) days after the occurrence of such an event and the cessation thereof.

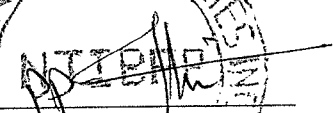
### **XVII.     ENTIRE AGREEMENT**

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:

  
\_\_\_\_\_  
Mr. Fomba V. Trawally  
President/CEO/National Toiletries Incorporated

FOR THE MFDP:

  
\_\_\_\_\_  
Hon. Rebecca Younger McGill  
Deputy Minister for Administration