

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



CONTRACT NO: MFDP-S-0010-19/20

SERVICE CONTRACT

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

&

CAGEM, INC.

FOR

**THE REPAIR AND MAINTENANCE OF
THE MINISTRY'S ELEVATORS**

This Maintenance and Service Contract is made and entered into this 1st day of July 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 CAGEM, INC., Inc., a Corporation existing and operating under the laws of the Republic of Liberia, represented by its General Manager, Mr. Ouman Souman, located at Ashman Street, Monrovia, Liberia (herein after known and referred to as CONTRACT).

WITNESSETH

WHEREAS, sensitive of the fact that MFDP seeks an efficient and reliable company for the repair and maintenance of the Ministry's elevators;

WHEREAS, convinced that the Contractor possesses the technical skills and experience to provide the foregoing services described above;

WHEREAS, the CONTRACTOR has agreed to provide the services described above;

WHEREAS, MFDP has agreed to hire CAGEM, INC. for the provision of the foregoing services described herein;

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

I. CONTRACT DOCUMENTS

Documents under this Contract consist of the following:

- A. Required Procurement Document (Appendix A);
- B. The Contractor's Current Business Registration (Appendix B);
- C. The Contractor's Current LRA Tax Clearance (Appendix C);
- D. The Contractor's Scope of Services (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 July A.D. 2019 and expire on the 30th day of June 2020.

III. DESCRIPTION OF SERVICES

The CONTRACTOR shall perform the service, and make available all of the materials and equipment required under this contract, which are to be consistent with the plans and specifications for the repair and maintenance of the Ministry's elevators. All expertise, skills, and equipment, shall meet and be in conformity with acceptable standards consistent with the Contractor services to be provided hereunder. No service 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. The details of the services 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

The Ministry of Finance and Development Planning (MFDP) shall pay or caused to be paid to the CONTRACTOR the total sum of Forty Thousand Eight Hundred United States Dollars (US\$40,800.00) as the total sum for the services to be rendered.

V. PAYMENT SCHEDULE AND CONDICTION

The Ministry shall pay the contractor on pay-by- service basis during the life span of the contract.

VI. 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.

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

Monrovia, Liberia

For the CONTRACTOR:
General Manager
CAGEM, INC.
Ashmun Street

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

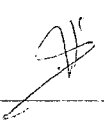
The Contractor shall ensure those at all times during the terms of this Contract, its operation license shall be in full force and effect.

XI. PLANS

The Ministry of Finance and Development Planning (MFDP) shall give prior approval to any alterations or adjustments to the Scope of Services, attached to this Contract as Appendix D.

XII. INDEMNITY

Contractor accepts to and does hereby hold the Ministry of Finance and Development Planning (MFDP) and the Government of the Republic of Liberia (GOL), free from any



and all claims, events, costs, expenses or Attorney's fees arising out of the acts or lapses of CONTRACTOR, its employees, agents or suppliers.

XIII. TERMINATION

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

The Ministry shall also terminate this contract, if the MINISTRY determines that the CONTRACTOR is failing to timely execute scheduled services contained within the Work Schedule, 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 unfinished services prior to the issuance of the thirty (30) days' notice.

XIV. 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 the 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.



XII. ENTIRE AGREEMENT

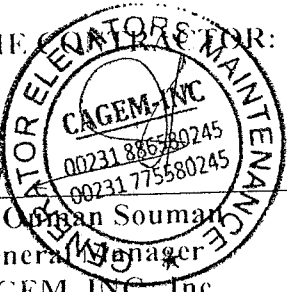
This contract with all its incorporated documents represent and constitute the entire agreement between the parties and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representation or agreements, either written or oral. The Contract shall be construed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

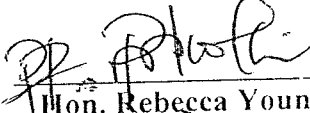
IN THE PRESENCE:

FOR THE CONTRACTOR:

07-10-2019
Mr. Osman Souman
General Manager
CAGEM, INC., Inc.



FOR THE MFDP:


Hon. Rebecca Younger McGill
Deputy Minister for Administration