



**REPUBLIC OF LIBERIA**  
**MINISTRY OF FINANCE AND DEVELOPMENT PLANNING**

P.O. BOX 10-9016  
1000 Monrovia, 10 Liberia



**CONTRACT NO: MFDP-S-027-21**

**SERVICE FRAMEWORK PRINTING AND  
BINDING CONTRACT**

**BETWEEN**

**MFDP**

**&**

**THREE LIBERIAN PRINTING PRESS COMPANIES  
(GRACELAND INTERNATIONAL INC., VICTOR  
PRINTING SERVICES AND ALLEY PRINTING PRESS**

**FOR**

**THE PRINTING AND BINDING SERVICES**

This Printing and Binding Framework Contract is made and entered into this 1<sup>st</sup> day of July A. D. 2021, 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 Graceland International Inc., represented by its Chief Executive Officer, Mr. Gafar Williams, Victor Printing Services, represented by its Chief Executive, Mr. Victor K. Mature and Alley Printing Press, represented by its General Manager, Mr. Henry E. Harris, all Corporations, also of the City of Monrovia, Republic of Liberia (herein after known and referred to as VENDORS).

WITNESSETH

WHEREAS, sensitive of the need to provide printing and binding services for MFDP;

WHEREAS, convinced that the printing and binding services are for the efficient administration of the MFDP;

WHEREAS, encouraged by the selection of the above mentioned entities, are competent Liberian companies vetted and procured as 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 above mentioned entities, 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 the above mentioned entities, 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. The Vendors' Current Business Registrations (Appendix B):**
- B. The Vendors, Current LRA Tax Clearances (Appendix C);**

## II. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

This CONTRACT shall commence on the 1<sup>st</sup> day of July A.D. 2021 and ends on the 31<sup>st</sup> day of December A.D. 2021.

---

## III. DESCRIPTION OF SERVICES

The VENDORS 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 printing and binding services. All expertise, skills, and equipment, shall meet and be in conformity with acceptable standards consistent with the vendors 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 works to be undertaken by the VENDORS are contained within in the VENDORS Scope of Services attached to this Contract as Appendix C.

## IV. THE CONTRACT PRICE

The Ministry of Finance and Development Planning (MFDP) allotted Thirty-Five Thousand Six Hundred Seventy-Eight United States Dollars (US\$35,678.00) for the Fiscal Period July to December 2021 for the printing and binding services. MFDP shall only pay upon the supply and delivery of the printing and binding materials by one (1) of the entity selected by MFDP. That payment could be made in United States Dollars or its Liberian Dollars equivalent based on the Central Bank of Liberia rate at the time of Payment for the total sum for the services to be rendered.

## V. PAYMENT SCHEDULE & CONDITIONS

The MINISTRY shall pay unto to the selected VENDOR the total sum of the work done as follows:

### A. ADVANCED PAYMENT

The selected VENDOR shall be paid for portion of the work constituting twenty-five percent (25%) advanced payment of the Contract Price upon the signing of this contract.

## B. FINAL PAYMENT

The balance payment for the work done amount of 75% constituting the balance on the Contract price shall be paid unto the selected VENDOR upon the full completion, Invoice and Delivery Note submitted by the selected VENDOR of the services described herein.

## VI. CONFIDENTIALITY AND NON-DISCLOSURE

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

## 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. INDEMNITY

Consultant 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 VENDORS, its employees, agents or suppliers.

## **XI. TERMINATION**

The MINISTRY may terminate this CONTRACT for cause or convenience, provided however, that, the Consultant is compensated fully for all services provided at the time of termination. The contractor shall also retribute 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 VENDORS 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 VENDORS 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 VENDORS 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.

## **XII. 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.

The party who wishes to commence an arbitration proceeding shall be required to appoint its arbitrator and send a written notice requesting the other party to appoint the second arbitrator within twenty-five (25) calendar days as of the issuance of said written notice. If the second party receives said written notice from the first party concerning the commencement of an arbitration proceeding and the appointment of an arbitrator in keeping with the provisions stipulated herein, and fails to appoint the second arbitrator within the twenty-five (25) calendar days, the arbitration proceedings may without further notice commence with the sole appointed arbitrator, whose award shall become binding. Each party shall be responsible for

bearing the costs of their appointed arbitrator and jointly bearing the costs of the third arbitrator.

### ~~XIII. SEVERABILITY AND SURVIVABILITY~~

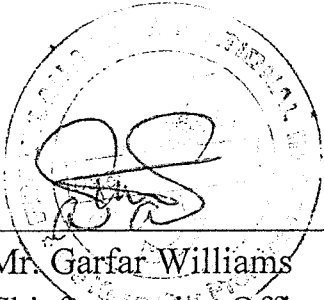
If any term or clause of this Contract is nullified by a court of law, the remnants of the Contract shall remain enforceable. The terms and conditions of the Contract shall be binding upon the parties hereto, their legal representatives, assigns, and successors-in-interest as if they were specifically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

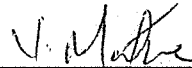
IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day and year written below:

IN THE PRESENCE OF:

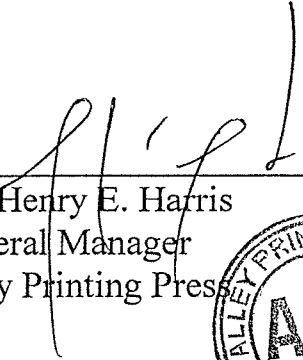


Mr. Garfar Williams  
Chief executive Officer  
Graceland International Inc.

FOR THE VENDORS:



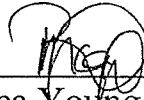
Mr. Victor K. Mature  
Chief Executive Officer/CEO  
Victor Printing Services

 9/22/21  
Mr. Henry E. Harris  
General Manager  
Alley Printing Press



FOR THE MFDP:

---



---

Hon. Rebecca Younger McGill  
Deputy Minister for Administration/MFDP