

REPUBLIC OF LIBERIA  
MINISTRY OF FINANCE AND DEVELOPMENT PLANNING

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



CONTRACT NO: MFDP-S-0026-21

SERVICE CONTRACT

BETWEEN

MFDP

&

CFAO/CAGEM, INC.

FOR

THE REPAIR AND MAINTENANCE OF THE  
MINISTRY'S ELEVATORS

This Maintenance and Service Contract is made and entered into this 1<sup>st</sup> day of September 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 CFAO/CAGEM, 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 CONTRACTOR).

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;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Ministry of Finance and Development Planning (MFDP), and CFAO/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. The Contractor's Current Business Registration (Appendix A);
- B. The contractor's Tax Clearance (Appendix B);

**II. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

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

**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, maintenance and the provision of Space Parts for 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 C.

#### IV. THE CONTRACT PRICE

The Ministry of Finance and Development Planning (MFDP) shall pay or caused to be paid to the CONTRACTOR no more than Forty Thousand Four Hundred United States Dollars (US\$40,400.00) for the services described herein during the length of this contract.

#### V. PAYMENT SCHEDULE AND CONDICTION

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

#### VI. LIABILITIES

The contractor shall be responsible for any of the following damages to the elevators stated below:

- a. When the elevator is damaged by water.
- b. When the elevator is damaged by power fluctuation.
- c. When the elevator gets damaged by fire.

The MFDP needs to provide the Voltage Regulator to regulate the elevators.

#### VII. 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.

## VIII. NOTICES

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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  
CFAO/CAGEM, INC.  
Ashmun Street  
Monrovia, Liberia

## IX. 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.

## X. 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.

## XI. 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.

## 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. 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.

## 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.

## 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.

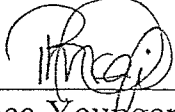
IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day and year written below:

IN THE PRESENCE:

FOR THE CONTRACTOR:

06-10-21  
CAGEM-INC  
00231 886580245  
00231 775580245  
Mr. Cuman Souman  
General Manager  
CFAO/CAGEM, INC., Inc.

FOR THE MFDP:

  
Hon. Rebecca Younger McGill  
Deputy Minister for Administration

