



REPUBLIC OF LIBERIA
MINISTRY OF FINANCE AND DEVELOPMENT PLANNING

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



CONTRACT NO: MFDP-G-0022-20/21

GOODS CONTRACT

MFDP

&

ORANGE LIBERIA

FOR

**THE SUPPLY & DELIVERY OF ORANGE
LIBERIA PHONE CREDIT VOUCHERS
(CARDS)**

This "Goods Contract" is made and entered into this 1st 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 Mechlin Streets, Monrovia, Liberia, (herein after known and referred to as "MFDP") and Orange Liberia, a Corporation existing and operating under the laws of the Republic of Liberia, represented by its Director, Mr. Fabian Ochanda, also of the City of Monrovia, Republic of Liberia (herein after known and referred to as CONTRACTOR).

WITNESSETH

WHEREAS, sensitive of the need to Phone Credit Vouchers (Cards) to the Ministry of Finance and Development Planning (MFDP);

WHEREAS, convinced that the supply of Phone Credit Vouchers (Cards) is necessary in enhancing the overall efficiency of the Ministry;

WHEREAS, the CONTRACTOR has the capacity to supply & deliver Phone (Cards) to the Ministry of Finance and Development Planning (MFDP);

WHEREAS, encouraged by the selection of Orange Liberia Incorporated, a competent Liberian company vetted and procured as a consequence of the employment 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 Orange Liberia Incorporated, for the provision of the foregoing Phone Credit Vouchers (Cards) 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. The Contractor's Current Business Registration (Appendix A):



B. The Contractor's Current Tax Clearance (Appendix B);

C. Details of the Contractor's Phone Credit Vouchers (Cards) to be Supplied (Appendix C);

II. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

III. DESCRIPTION OF GOODS

Description of the quantities of Phone Cards Vouchers (Cards) to be supplied by the Contractor to the Ministry are provided hereunder in Appendix C attached to this Contract.

IV. THE CONTRACT PRICE

The Ministry of Finance and Development Planning (MFDP) shall pay or caused to be paid to the CONTRACTOR the sum of US\$5.00 (Five United States Dollars) for each Orange Liberia Card charge by the CONTRACTOR for the supply & delivery of the Phone Cards to the MFDP.

V. PAYMENT SCHEDULE & CONDITIONS

This is a prepaid service contract, supply will be done only after confirmation of the payment confirm through the bank or an acceptance of cheque or cash. The parties mutually agree that MFDP will pay the contractor before the quantity of Phone Credit Vouchers (Cards) will be supply and delivered by the CONTRACTOR to the Ministry.

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 Phone Credit Vouchers (Cards) to be supplied, either directly or through its authorized agents within the public domain.



VII. 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.

VIII. 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.

IX. 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.

XI. TERMINATION

The MINISTRY may terminate this CONTRACT for cause or convenience, provided however, that, the Consultant is compensated fully for all Phone Credit Vouchers (Cards) provided at the time of termination. The contractor shall also retribute to the Ministry all monies received for unperformed Phone Credit Vouchers (Cards) to be supplied 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 required quantity of Phone Credit Vouchers (Cards) contained within the Appendix D of this Contract, 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 supply of Phone Credit Vouchers (Cards) 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.

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 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 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.


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:

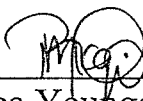
FOR THE CONTRACTOR


Mr. Fabian Ochanda
Director, Orange Liberia

Orange Liberia
28 SEP 2021

Signature:

FOR MFDP:


Hon. Rebecca Younger McGill
Deputy Minister for Administration