



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



CONTRACT NO: MFDP-G-024-2021

GOODS CONTRACT

MFDP

&

CLASS STATIONERY AND MOBILE CENTER

FOR

THE SUPPLY AND DELIVERY OF  
STATIONERY

This Goods Framework Contract is made and entered into this 10<sup>th</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 Mechlin Streets, Monrovia, Liberia, ( herein after known and referred to as "MFDP/BUYER") and Class Stationery and Mobile Center, a Corporation existing and operating under the laws of the Republic of Liberia, represented by its General Manager , Mr. Hassan Khazem, also of the City of Monrovia, Republic of Liberia ( herein after known and referred to as VENDOR/SELLER).

WITNESSETH

WHEREAS, sensitive of the need to supply "stationery" to the Ministry of Finance and Development Planning (MFDP);

WHEREAS, convinced that the supply is necessary for the effective administration of the Ministry of Finance and Development Planning (MFDP);

WHEREAS, encouraged by the selection of the Class Stationery and Mobile Center, a competent Liberian company vetted and procured as a consequence of the employment of 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 Class Stationery and Mobile Center, for the supply of Stationery materials and its related items;

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

**I. CONTRACT DOCUMENTS**

Documents under this Contract consist of the following:

- A. The Vendor's Current Business Registration (Appendix A);
- B. The Vendor's Current LRA Tax Clearance (Appendix B);
- C. Details of the Vendor's quantities of supply (Appendix C);

## II. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

This CONTRACT shall commence on 10<sup>th</sup> day of September A.D. 2021 and expire on the 31<sup>st</sup> day of December 2021.

## III. DESCRIPTION OF SERVICES

The VENDOR shall supply the goods required under this contract, which are to be consistent with the supply of "stationery" and its related items. The goods shall meet and be in conformity with acceptable standards. No good shall be considered as acceptable until final examination and approval by the MINISTRY OF FINANCE AND DEVELOPMENT PLANNING (MFDP). The details of the goods to be supplied by the VENDOR are contained within in the VENDOR Delivery list 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 VENDOR the sum charge by the VENDOR for each service of supply and delivery of stationery and supplies to the Ministry of Finance and Development Planning/ MFDP.

## V. PAYMENT SCHEDULE & CONDITIONS

The MINISTRY shall pay unto to the VENDOR the total cost of the supply and delivery of stationery and supplies to the MFDP as requested for by the MINISTRY.

### A. PAYMENT

The VENDOR shall make request for its payment for the supply and delivery of "stationery" supplied to the MFDP. The total cost allotted for this Contract is US\$127,231.00 (One Hundred Twenty-Seven Thousand Two Hundred Thirty-One United States Dollars).

## B. FINAL PAYMENT

All Payment for the services of the supply and delivery of "stationery and supplies" to the MFDP by the VENDOR shall be made on or before the expiration of this Contract.

## VI. CONFIDENTIALITY AND NON-DISCLOSURE

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

The MINISTRY may terminate this CONTRACT for cause or convenience, provided however, that the Consultant is compensated fully for all goods provided at the time of termination. The VENDOR shall also retribute to the Ministry all monies received for unsupplied goods upon termination for cause or convenience.

The Ministry shall also terminate this contract, if the MINISTRY determines that the VENDOR is failing to timely supply the goods described, or is in breach of any term or terms of this contract.

Additionally, the contract may be terminated by either the MINISTRY or VENDOR 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 VENDOR shall be bound to the conditions of this contract as to the completion of all unsupplied goods prior to the issuance of the thirty (30) days' notice.

## XII. FORCE MEJEURE

Neither party shall be in default on account of, and neither party shall assume any liability or responsibility for, consequences arising out of the interruptions of its performance under this Agreement by epidemics, fire, flood, unusually severe weather or any extraordinary natural disturbances, acts of nature or of the public enemy, act of the Liberian Government or another foreign government in its sovereign capacity, civil commotion, riot, acts of terrorism, insurrection or hostilities (whether or not declared war), condition that may adversely affect the safety affect the safety of either party's personnel and/or equipment, restriction due to quarantines, blockades, embargoes, severe and unforeseen market shortage, or any cause beyond the reasonable control of such party, that arise without the fault or negligence of such party, and that result in delay of performance hereunder. Any such delay resulting from such events shall be deemed excusable. The party whose performance will be delayed by such events will use its best efforts to notify the other within three (3) days after occurrence of such an event, and the cessation thereof.

## 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. 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.

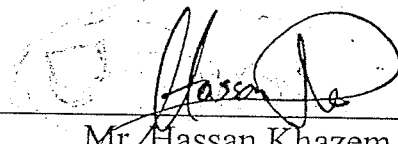
## XVI. ENTIRE AGREEMENT

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 VENDOR:

  
\_\_\_\_\_  
Mr. Hassan Khazem  
General Manager  
Class Stationery and Mobile Center

FOR THE MFDP:

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