



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

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



CONTRACT NO: MFDP-G-01-023-2021

GOODS CONTRACT

MFDP

&

NATIONAL TOILETRIES INCOORPORATED

FOR

THE SUPPLY & DELIVERY OF CLEANING  
MATERIALS

This Good 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 National Toiletries Incorporated, a Corporation existing and operating under the laws of the Republic of Liberia, represented by its President/Chief Executive Officer (CEO), Mr. Fomba V. Trawally, also of the City of Monrovia, Republic of Liberia (herein after known and referred to as CONTRACTOR).

WITNESSETH

WHEREAS, sensitive of the need to provide goods to the Ministry of Finance and Development Planning (MFDP) to run the operation of the Government of Liberia's Pro-poor Agenda for Prosperity and Development (PAPD);

WHEREAS, convinced that the service is necessary in providing the Ministry of Finance and Development Planning (MFDP) with the supply & delivery of cleaning materials;

WHEREAS, the CONTRACTOR will supply & deliver cleaning materials to the Ministry of Finance and Development Planning (MFDP);

WHEREAS, encouraged by the selection of the National Toiletries 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 the National Toiletries Incorporated, for the provision of the foregoing services 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. Document evidencing the selected procurement method (Appendix A);
  - B. The Consultant's Current Business Registration (Appendix B);
  - C. The Consultant's Current LRA Tax Clearance (Appendix C);
  - D. Details of the Consultant'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.
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## II. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

## III. DESCRIPTION OF SERVICES

The CONTRACTOR shall supply and deliver the goods, and make available all of the products and experience required for the supply and deliver goods. All expertise, skills, and products, shall meet and be in conformity with acceptable standards consistent with the Supplier goods to be provided hereunder. No goods 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 TO THE ACCORD. The details of the works 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 sum not to exceed US\$21,500.00 (Twenty-One Thousand Five Hundred United States Dollars) for the Fiscal Year July to December 2021 for the supply and delivery of Cleaning Materials to MFDP.

## PAYMENT SCHEDULE & CONDITIONS

It is hereby mutually agreed by the Parties that the MFDP will make payment base on the quantity of Cleaning Materials supplied and delivered by the CONTRACTOR to the MFDP as mentioned in the Bidding Documents.

## V. 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.

## VI. 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.

## VII. 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.

## VIII. 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.

## IX. 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.

## 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 CONTRACTOR, its employees, agents or suppliers.

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## XI 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 (2) severally appointed Arbitrators, shall jointly appoint a third Arbitrator.

## XII 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 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.

## XIII 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 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.

## XVI 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/or equipment, 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.

## 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 OF:

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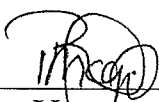
FOR THE CONTRACTOR:

RF  22/9/21

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Mr. Fomba V. Trawally  
President/CEO/National Toiletries Incorporated

FOR THE MFDP:

  
Hon. Rebecca Younger McGill  
Deputy Minister for Administration