

Contract for the Supply of Cleaning and Hygiene Materials

This Contract is hereby made and entered into this 29th day of October A.D. 2020, by and between the Ministry of Education represented by its **Minister, Prof. D. Ansu Sonii Sr.**, hereinafter known and referred to as the **Purchaser** and Hammer Incorporated, represented by its General Manager **AFIF OSSEILY** hereinafter known and referred to as the **Supplier**. The parties' mutuality agrees as follow to wit:

Witnesseth:

Whereas, the Purchaser desires to apportion part of its **GPE Emergency in Education (EiE)** funds towards the cost of procuring **Cleaning & Hygiene Materials** under the Contract **Lot 3 & 4**;

Whereas, **Supplier**, through the bidding system, identified as a suitable firm with the requisite technical know-how and experience, as per bid requirement to deliver, upon request or immediately the needed **Cleaning & Hygiene Materials** as indicated in the bid documents (**Bids, Ref: MOE/EIE/SBA/NCB/005/20/21**), which shall form a cogent part of this Agreement

Whereas, the Supplier, is a business, registered under the Liberian Corporation Laws and having its registered office in Monrovia, Liberia, participated in the bidding process by submitting BIDS, inclusive of proforma invoice: and

Whereas, following a careful and thorough analysis of all bids submitted for the supply of **Cleaning & Hygiene Materials** was selected as one of the most suitable entity to supply the needed **Cleaning & Hygiene Materials** as contemplated by **Purchaser**; and

Whereas, the **Purchaser** is willing to enter into the Agreement with the Supplier in reliance of the **Supplier's undertaking** to deliver the requisite **Cleaning & Hygiene Materials** upon request in accordance with this Agreement and the BIDS submitted by the Supplier; and

NOW, therefore, in consideration of the premises, and the mutual obligations undertaken herein, the Purchaser and the Supplier, intending to be legally bound, hereby agree as follows:

OBLIGATION OF SUPPLIER

1. The **Supplier** shall deliver **Cleaning & Hygiene Materials** as stipulated in Bid document above mentioned and the Purchase Order prepared by Purchaser upon the Purchaser's request in a timely manner. The supplier shall be responsible to deliver the Cleaning & Hygiene Materials to the Ministry of Education's main office, Ministerial Complex, Congo Town.
2. The **Supplier** shall complete the delivery of the required **Cleaning & Hygiene Materials** requested by the Purchaser within the full term of the contract which is exactly (2) Two Months and commences from the date both parties affix their respective signatures to the contract.
3. Notwithstanding count "2" the **Supplier** has guaranteed to supply on all **Cleaning & Hygiene Materials** upon Purchaser's request in a most timely manner but not exceeding (2) two months after the signing of the contract.

4. **COST OF PROJECT/PAYMENT TERMS**

The parties agree on the contract price and quantity of the **Cleaning & Hygiene Materials** based on the below breakdown stipulated herein:

Lot No.	Item/description	Unit	Quantity	Total Contract Amount (USD)
Lot 9	Rain boots	Assorted	3,000	US\$ 15,000.00

5. Upon the full delivery of total quantity of Cleaning & Hygiene Materials at the designated location stated above, and a delivery note duly signed by the purchaser designated representative, the purchaser shall pay the SUPPLIER through its grant agent (UNICEF) the total amount stipulated in the contract and not to exceed the total value of the contract.
6. Purchaser covenants and warrants paying or causing to be paid the invoice amount of Cleaning & Hygiene Materials supplied by the SUPPLIER within Fifteen (15) days from the date of invoice. There shall be no overlap supply of product until the buyer clears its account of overdue invoice.

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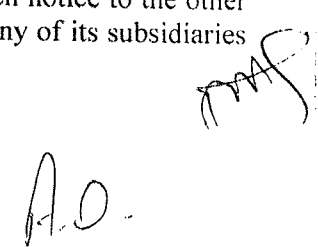
QUALITY

7. **Supplier** warrants that it shall deliver its **Cleaning & Hygiene Materials** for receipts by Purchaser in a state and condition that is of merchantable quality.

DURATION AND CONTINUANCE OF THE AGREEMENT

8. Save for clause "2", the life span of this Agreement shall be for six (6) calendar months commencing from **29th Day of October 2020, A. D. 2020** up to and including the **29th day of April A. D. 2021** provided **Purchaser** serves notice of intent to cancel this Agreement as provided for in count 15 below. The Parties desire this Contract to be a self-executing contract unless there is a clear breach of a provision herein which has not been duly cured by the breaching Party after notice.

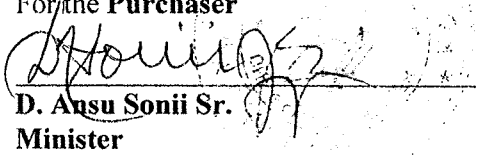
DEFAULT AND TERMINATION

9. The following shall constitute Events of Default on the part of the **Supplier**:
- a) Save in the case of force majeure as defined hereunder in this Agreement, the repeated and persistent failure or refusal by the **Supplier** to timely perform any material obligation under this Agreement; **provided that Purchaser** shall be given ten (10) days' prior written notice to the **Supplier** specifying that a material default or defaults exist which will unless corrected, constitute a material breach of this Agreement on the part of the **Supplier** unless such default is corrected within a reasonable period;
 - b) The occurrence of one more of the following events: The **Supplier** being or becoming insolvent, bankrupt, or ceasing to pay its debts as they mature.
10. The following shall constitute events of default by the **Purchaser**:
- a) Save in the case of force majeure as defined hereunder in this Agreement the repeated and persistent failure or refusal by **Purchaser** to timely perform any material obligation under the Agreement, provided the **Supplier** shall give ten (10) days' prior written notice to the **Purchaser** specifying that a material default or defaults exists which will, unless corrected constitute a material breach of this Agreement on the part of the **Purchaser** unless such default is corrected within a reasonable period.
11. Termination of Agreement following an Event of Default:
- a) If an Event of Default has occurred, the non-defaulting party shall have the option to terminate this Agreement upon ten (10) days prior written notice from the non-defaulting party to the defaulting party.
 - b) If this Agreement is terminated pursuant to this section, the amount of damages, if any which the defaulting party may owe to the non-defaulting party shall be determined by arbitrary persistence to clause "16" hereunder.
12. Neither party shall be in default on account of, and neither party shall assume any liability responsibility for, consequences arising out of the interruptions of its performance under Agreement by epidemics, fire, flood, unusually severe weather or any extraordinary and 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 may adversely 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 the 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 the occurrence of such an event, and the cessation thereof.
13. The parties agree that if there should be any disputes arising out of the provisions of this Agreement which cannot be resolved by the parties themselves same shall be submitted to a competent court of jurisdiction in Liberia or any court having jurisdiction in any such matter.
14. This Agreement may not be assigned by either party without the prior written notice to the other party, except the **SELLER** shall have the right to assign this Agreement to any of its subsidiaries or affiliates.
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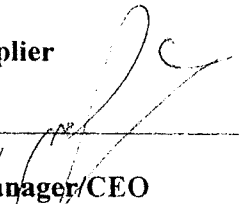
MISCELLANEOUS

15. Regulatory: This Agreement and all operations hereunder are subject to the applicable laws of the Republic of Liberia and the applicable orders, rules, and regulations contained herein shall be not construed as waiver of any to question or contest any such law, order of regulation in any form having jurisdiction in the premises.
16. Notice: All provided for herein shall be in writing and shall be deemed to be delivered to Supplier when addressed to Seller at:
- Hammer Incorporated
Monrovia, Liberia
- And shall deemed to be delivered to Purchaser when addressed to:
Ministry of Education
Ministerial Complex, Congo Town
Monrovia, Liberia
- All notices shall be delivered by electronic or physical mail, text, or by such courier that can evident delivery, and to such other single name and address as either party may give to the other party.
17. This Agreement shall be binding upon and inure to the benefit of the parties permitted, the successors and assigns hereto pursuant to this section. Any attempted assignment made contrary to this Section shall be void.

For the Purchaser


D. Ansu Sonii Sr.
Minister
Ministry of Education

For the Supplier


Afif Osseily
General Manager/CEO
Hammer Incorporated

Witnessed:

PURCHASER

SUPPLIER