

Contract for the Supply of Cleaning Materials

This Contract is hereby made and entered into this 15 day of JULY A.D. 2022, 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 K. Karik Stationery Station, represented by its General Manager Karan Narwan, hereinafter known and referred to as the Supplier. The parties' mutuality agrees as follow to wit:

Witnesseth:

Whereas, the Purchaser desires to apportion funds towards the cost of procuring Cleaning Materials under this Contract pursuant to the *IFB No: MOE/SBA/NCB/002/20/22*

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 Materials as indicated in the bid documents (*Bids, Ref: IFB No: MOE/SBA/NCB/002/20/22*), 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 Materials was selected as one of the most suitable entity to supply 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 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:

OBLIGATIONS OF SUPPLIER

1. The Supplier shall deliver Cleaning 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 Materials to the Ministry of Education's main office, Ministerial Complex, Congo Town.

2. The Supplier shall complete the delivery of the required Cleaning Materials requested by the Purchaser within the full term of the contract which serves for the full fiscal year 2022 and commences from the date both parties affix their respective signatures to the contract.

3. Notwithstanding count "2" the Service Provider has guaranteed to supply on all Cleaning Materials upon Purchaser's request in a most timely manner but not exceeding the fiscal year 2022.

PAYMENT TERMS AND CONDITIONS

4. The parties agreed on the contract price and quantity of the Cleaning Materials based on the below breakdown stipulated herein.

No.	Item/description	Unit	Quantity	Unit Price	Total
1	Tissue 1x36pcs	Sack	100	18.00	1,800.00
2	Hand sanitizer (M/s) 236ml bottle	Carton	56	23.75	1,330.00
3	Liquid Soap (assorted flavors) bottle	Carton	100	44.00	4,400.00
4	Clorox (M/s)	Carton	100	36.00	3,600.00
5	Tide Soap (1x120) sachets	Carton	100	15.00	1,500.00
6	Mop brown, good quality	Piece	100	4.95	495.00
7	Dettol (M/s) 500ml	Carton	100	24.00	2,400.00
8	Floor Towel	Dozn	10	15.00	150.00
9	Hand Soap 236ml, (assorted flavors)	Carton	100	44.00	4,400.00
10	Multipurpose Cleaner, 709ml	Carton	98	145.00	14,210.00
					Total

11	Air Freshener, 300ml (assorted flavor)	Carton	100	48.00	4,800.00
12	Commode Brushes	Piece	100	3.00	300.00
13	Spartan Flash	piece	100	1.00	125.00
14	Plunger, good quality	Piece	100	5.50	550.00
15	Trash can with tap (M/s)	Piece	100	10.00	1000.00
16	Hand paper (Towel 1x200 sheet)	Pack	90	2.00	180.00
17	Soft broom, good quality	Dozn	100	2.50	250.00
18	Insecticide spray for insect	Carton	50	78.00	3,900.00
19	Vim, (M/s) good quality	Carton	55	60.00	3,300.00
20	Hand Tower	Carton	55	50.00	2,700.00
21	Door Mat	Pieces	220	5.00	1,100.00
22	Chlorine	Carton	60	20.00	1,200.00
23	Rubber Gloves	Dozn	50	45.00	2,250.00
24	Dust pin	Dozn	70	18.00	1,260.00
25	Floor Steam	Pieces	40	145.00	5,800.00
	Grand Total				US\$ 63,000.00

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 interruption 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 agreed 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 shall 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.

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:

K. Kartik Stationery Station
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 of 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 bidding 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

Minister
Ministry of Education

Witnessed:

PURCHASER

For the Supplier

Kartik Narwani
General Manager/COO
K. Kartik Stationery Station

Supplier

OPR. HARREL SONNIA
E.L.W.A. JUNCTION
STATIONERY