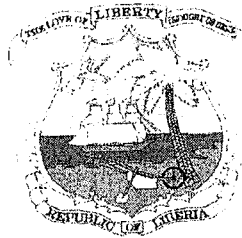


REPUBLIC OF LIBERIA
MINISTRY OF YOUTH AND SPORTS

S.K.D Sports Complex, Paynesville City, Liberia



28/5/2021

**CONTRACT DOCUMENT FOR THE SUPPLY OF
CUSTOMIZED JERSEYS AT THE SAMUEL K.DOE
SPORTS COMPLEX
2021-2022**

RESTRICTED BIDDING

IFB No. MYS/RB/001/21/22

THIS AGREEMENT, made the 24th day of November, 2021 between **Ministry of Youth & Sports** (hereinafter called "the Employer") and **IAP Sportswear Incorporated of Congo Town, Tubman Boulevard** (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor supply 1800 set of customized jerseys at the **Samuel Kanyan Doe Sports Complex** with **IFB No. MYS/RB/001/21/22** (hereinafter called "the Goods") and the Employer has accepted the bid by the Contractor for the supply of such goods and the remedying of any defects therein

WHEREAS the Purchaser invited bids for goods (**Supply of Customized Jerseys**) and ancillary services and has accepted a bid by the contractor in the sum of **fifty-three thousand two hundred United States Dollars (US\$ 53,200.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOW

- 1 In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz
 - (a) The Tender Form and Price Schedule submitted the bidder
 - (b) The Schedule Specifications
 - (c) The General Conditions of Contract
 - (d) The Special Conditions of Contract
 - (e) The Purchaser Notification of Award and
 - (f) The priced Bill of Quantities
- 3 In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4 The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

TERMINATION BY PURCHASER

The purchaser without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole or in part.

- a) If the contractor fails to supply any or all of the goods within the period specified in the contract, or within any extension therefore granted by the purchaser
- b) If the contractor, in the judgment of the purchaser has engaged in fraud and corruption in competing for or in executing the contract.
- c) If the contractor fails to supply quality goods in line with technical specifications as stated in the bid document or

- d) If the contractor fails to perform any other obligation under the contract
- e) In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or related services to those undelivered or not performed, and the contractor shall be liable to the purchaser for any additional costs for such similar goods or related services. However, the contractor shall continue performance of the contract to the extent not terminated. The purchaser may at any time terminate the contract by giving notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the purchaser.

TERMINATION BY SUPPLIER

The contractor may also terminate the contract in whole or in part by a written notice of default sent to the purchaser if:

- a) The purchaser fails to live up to the payments terms as stipulated in the contract
- b) The purchaser behaves in such manner and form unacceptable to the contractor that disallows the contractor to supply any further goods
- c) The purchaser is incapable of performing any other obligations under the contract

FORCE MAJEURE

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unlike otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier. Such events may include, but not limited to, acts of the purchaser in its sovereign capacity, wars, or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

DURATION OF CONTRACT

The contract shall have duration covering two months (December 2021/January 2022)

PAYMENT TERMS

The payment shall be (based on allotments of contract price in the amount of payment arrangement) 80% payment will be made to the contractor in advance of the contract to enable them place in purchase order for the customize jerseys in line with the required specification and the remaining 20% will be given at the delivery of the customize jerseys in full to the purchaser satisfaction and in line with the required specifications

This contract shall be governed by and be construed in accordance with Liberian Law and the parties hereby submit to the exclusive jurisdiction of the Liberian court

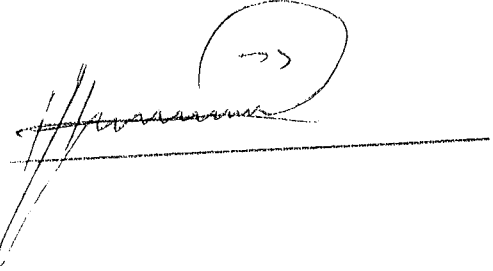

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Liberia the day and year first above written

IN THE PRESENCE OF

For the Ministry of Youth & Sports


D. ZEOGAR WILSON
(MINISTER)

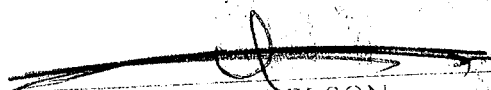
LAP Sportswear Incorporated



Augustus Y. M. GWAN
Chief Executive Officer
LAP Sportswear Incorporated

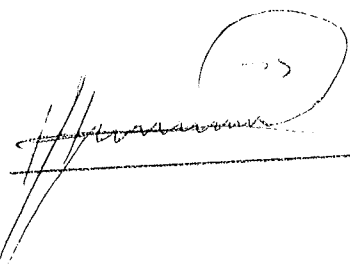
IN THE PRESENCE OF

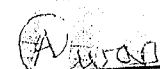
 24-1-22

For the Ministry of Youth & Sports


D. ZEOGAR WILSON
(MINISTER)

LAP Sportswear Incorporated




Augustus Y.W. GWAN
Chief Executive Officer
LAP Sportswear Incorporated