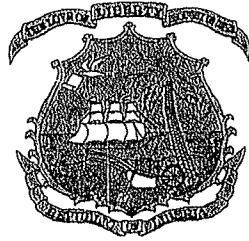


REPUBLIC OF LIBERIA
MINISTRY OF YOUTH AND SPORTS

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



**CONTRACT DOCUMENT FOR THE SUPPLY &
INSTALLATION OF BUCKET SEATS AT THE
SAMUEL K.DOE SPORTS COMPLEX
2020-2021**

NATIONAL COMPETITIVE BIDDING
IFB No. MYS/SS/002/20/21

THIS AGREEMENT, made the 13th day of July, 2021 between **Ministry of Youth & Sports** (hereinafter called "the Employer") and **Tanmay Hardware Center of Stockton Creek, Somalia Drive** (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor supply and install **35,000** pieces of bucket seats on the **Samuel Kanyan Doe Sports Complex** with **IFB No.MYS/NCB/004/20/21** (hereinafter called "the Goods") and the Employer has accepted the bid by the Contractor for the supply, installation and completion of such Works and the remedying of any defects therein.

WHEREAS the Purchaser invited bids for goods (**Supply and Installation of Bucket Seats**) and ancillary services, and has accepted a bid by the contractor in the sum of **Five Hundred Nineteen Thousand Seven Hundred Fifty United States Dollars (US\$ 519,750.00)** (hereafter 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 services 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 services 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 perform any or all of the works 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 do quality works 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, works 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

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 of **Ninety or One Hundred Twenty Days** depending on the timely availability of funds.

PAYMENT TERMS

The payment shall be (based on allotments of contract price in the amount of payment arrangement) 100% payment will be made to the contractor in advance of the contract to enable them place in purchase order for the seats in line with the required specifications but the contractor is expected to present a **Bank Guarantee** to the purchaser (MYS) before said amount can be given. The contractor shall also be entitled to **duty free privilege** under the purchaser (Ministry of Youth & Sports).

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

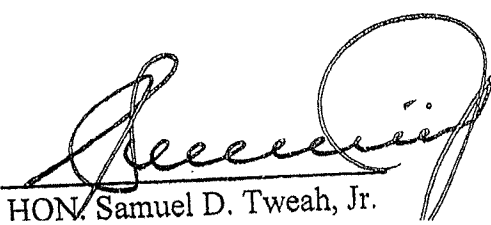
For the Ministry of Youth & Sports


D. ZEOGAR WILSON
(MINISTER)

For Tanmay Hardware Center


SUMIT LALWANI
GENERAL MANAGER

APPROVED BY:


HON. Samuel D. Tweah, Jr.