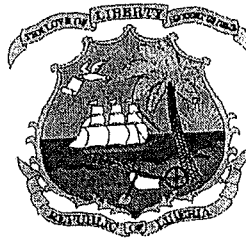


REPUBLIC OF LIBERIA
MINISTRY OF YOUTH AND SPORTS
S.K.D Sports Complex, Paynesville City, Liberia



**CONTRACT DOCUMENT FOR THE SUPPLY OF
EDUCATIONAL MATERIALS**

NATIONAL COMPETITIVE BIDDING
IFB No. MYS/NCB/003/19/20

THIS AGREEMENT made the 5th day of November 2019 between Ministry of Youth and Sports (hereinafter called "the Purchaser") of the one part and S. S. Hardware Center of Monrovia, Liberia (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for goods (Educational Materials) and ancillary services, and has accepted a bid by the Supplier for the supply of those goods and ancillary services in the sum of **Seventy Three Thousand Seven Hundred United States Dollars (US\$ 73,700.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to as the party.
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
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and ancillary 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 Supplier in consideration of the provision of the goods and ancillary 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 supplier, may terminate the contract in whole or in part:

- a) If the supplier fails to deliver 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 supplier, in the judgment of the purchaser has engaged in fraud and corruption in competing for or in executing the contract.
- c) If the supplier fails to supply those quality goods in line with technical specifications as stated in the bid document or
- d) If the supplier 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 supplier shall be liable to the purchaser for any additional costs for such similar goods or related services. However, the supplier 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 supplier if the supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without

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

- The purchaser fails to live up to the payments terms as stipulated in the contract.
- The purchaser behaves in such manner and form unacceptable to the supplier that disallows the supplier to make any further supply.
- 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.

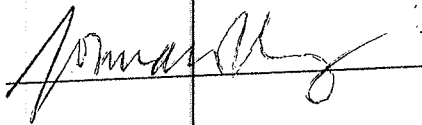
Duration of Contract

The contract shall have duration for the period of **Seven months** commencing **November 2019 and end on or before June 30, 2020**. The payment shall be (based on allotments of contract price in the amount of payment arrangement) 100% payment within 30 days upon delivery of goods to purchaser's satisfaction, and upon presentation of delivery note and all relevant documentation.

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 S. S. Hardware Center (Supplier)

MANISH KALWANI
(GENERAL MANAGER)

