

Contract for the Supply of School Furniture (Armchair)

This Contract is hereby made and entered into this 30th day of April A.D. 2021, 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 **Nyan-Nyan Enterprise**, represented by its General Manager **Mr. Anthony S. Nyah**, (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 **School Furniture (Arm Chair)** for **Lot 4** under the Contract pursuant to the **IFB No: MOE/SBA/NCB/001/20/21**

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 **School Furniture (Armchairs)** as indicated in the bid documents (*Bids, Ref: IFB No: MOE/SBA/NCB/001/20/21*), 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 **School Furniture (Arm chair)**, the **Supplier** 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 of the **Supply of School Furniture (Arm chair)** 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 **School Furniture (Arm chairs)** 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 School Furniture (Arm chairs) to the various Resource Center of the Ministry of Education's in the counties.
2. The **Supplier** shall complete the delivery of the required **School Furniture (Arm chairs)** requested by the Purchaser within the full term of the contract which serves for the full fiscal year 2020/2021 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 **Lot 4** of **School Furniture (Arm chairs)** upon Purchaser's request in a most timely manner but not exceeding the fiscal year 2020/2021.
4. **COST OF PROJECT/PAYMENT TERMS**
The parties agree on the contract price and quantity of the **School Furniture (Arm chairs)** based on the below breakdown stipulated herein:

LOT # 4: SUPPLY OF SCHOOL FURNITURE

No.	County	Unit	Small Armchair (Unit price)	Big Armchair (Unit Price)	Total Quantities (Armchair)
1	Maryland	1	30.00	32.75	3,124
2	River Gee	1	30.00	32.75	3,124

5. The supplier shall present PERFORMANCE GUARANTEED to the Ministry of Education from a reputable Insurance Company within the Republic of Liberia before implementing count 6 (a) below.

6. The purchaser shall pay the supplier in three installments through the government purchase order as stated below;
 - a). That the purchaser shall in advance to the supplier 40% (forty percent) of the total cost of the school furniture (arm chair) as required upon signing the contract to produce and deliver 40% school furniture at the designated location as stated above in count 1. The delivery note shall be duly signed by the purchaser representative.
 - b). That the purchaser shall pay the second installment of 50% (fifty Percent) of the contract sum to the supplier, for the completion of 60% of the school furniture and deliver to the designated location as stated above in counties
 - c). That the Purchaser shall pay the final installment payment of 10% to the supplier after the full completion of the contract. The supplier shall submit a delivery note duly signed by the purchaser representative
7. Purchaser covenants and warrants paying or causing to be paid the invoice amount of School Furniture (Armchairs) supplied by the SUPPLIER within the fiscal year.

QUALITY

8. **Supplier** warrants that it shall deliver its **School Furniture (Arm chairs)** for receipts by Purchaser in a state and condition that is of merchantable quality.

DURATION AND CONTINUANCE OF THE AGREEMENT

9. Save for clause "2", the life span of this Agreement shall be for the full fiscal year 2020/2021 commencing from **May A. D. 2020** up to and including the **last day of fiscal year 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

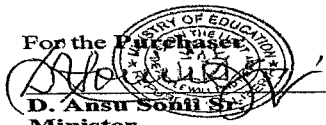
10. The following shall constitute Events of Default on the part of the **Supplier**:
 - a) Save in the case of force majeure as defined hereunder in this Agreement, the repeated and persistent failure or refusal by the **Supplier** to timely perform any material obligation under this Agreement; **provided** 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.
11. 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.
12. 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 number 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.
13. 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

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.

14. 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.
15. This Agreement may not be assigned by either party without the prior written notice to the other party, except the SUPPLIER shall have the right to assign this Agreement to any of its subsidiaries or affiliates.

MISCELLANEOUS

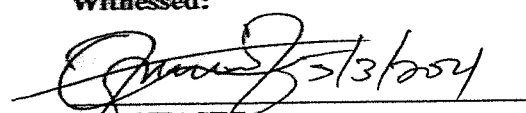
16. Regulatory: This Agreement and all operations hereunder are subject to the applicable laws of the Republic of Liberia and the applicable orders, rules, and regulations contained herein shall be not construed as waiver of any to question or contest any such law, order of regulation in any form having jurisdiction in the premises.
17. Notice: All provided for herein shall be in writing and shall be deemed to be delivered to Supplier when addressed to Seller at:
- Nyan-Nyan Enterprise**
Monrovia, Liberia
- And shall deemed to be delivered to Purchaser when addressed to:
Ministry of Education
Ministerial Complex, Congo Town
Monrovia, Liberia
18. 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

Anthony S. Nyah
General Manager/CEO
Nyan - Nyan Enterprise

Witnessed:


PURCHASER

X

SUPPLIER