

REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

CONTRACT FOR THE CLEANING MATERIALS
EXECUTED BY AND BETWEEN THE LIBERIAN SENATE AND
FAVOR PRODUCTION INDUSTRY INCORPORATED

THIS CONTRACT is made and entered into on this 22 day of June A.D. 2023 by and between The Liberian Senate (hereinafter known as the "the Buyer" represented by its Chairperson on Rules, Order & Administration, **Senator Nyonblee K. Lawrence**, its Chairman on Ways, Means, Finance and Budget, **Senator Morris G. Saytumah**, and the Secretary of the Senate **J. Nanborlor F. Singbeh Sr.** and Favor Production Industry Inc. hereinafter known as "the Supplier", a Corporation registered under the Laws of the Republic of Liberia and having its principal place of business in Monrovia, represented by its General Manager **Mr. Nicholas H. B. Nagbe**.

WITNESSETH:

WHEREAS, The House of Senate is desirous of purchasing Cleaning materials to clean its facilities to include; restrooms, hall ways, offices as well as all of its entire surroundings;

WHEREAS, all other documentations as required by the procurement process to include company business registration, tax clearance, company's profile to form a material part of the contract;

WHEREAS, The Company represents that it possesses the expertise and ability to render the required sales to Liberian Senate;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the Parties do hereby agree as follows:

1. CONTRACT VALUE

That the total cash value of this contract is **US\$60.000 (Sixty Thousand United States Dollars)** for the supply of Cleaning Materials, and the Liberian Senate shall pay the sum indicated herein and nothing more.

2. OBLIGATION TO SELLER

- a) The SELLER shall deliver cleaning materials as stipulated in BIDS document above mentioned and the Purchase Order prepared by the BUYER at the BUYER offices in Monrovia upon the BUYER'S request in a timely manner.
- b) The SELLER shall complete the delivery of cleaning materials on or before Dec. 31, 2023.
- c) The SELLER hereby grants BUYER a one (1) year guarantee on materials.
- d) SELLER has guaranteed to supply BUYER upon BUYER'S request in a most timely manner and or at the time BUYER needs the supply.

3. OBLIGATION OF BUYER

- a) That the BUYER shall provide secured custody for the safe keeping of the materials upon delivery by the SELLER.
- b) That the BUYER shall make or cause to make prompt payment to the SELLER upon delivery of materials requested before or at the end of this Agreement.
- c) That the BUYER shall notify the SELLER of any damaged materials upon discovery for SELLER'S verification, acknowledgement and subsequent replacement.

4. DEFAULT AND TERMINATION

The following shall constitute Events of Default on the part of the SELLER:

- a) Save in case of force majeure as defined hereunder in this Agreement, the repeated and persistent failure or refusal by SELLER to timely perform any material obligation under this Agreement;

provided the BUYER shall give two weeks prior written notice to the SELLER specifying that a materials default or defaults exist which will, unless such default is corrected within reasonable period of time.

- b) The occurrence of one or more of the following events: The SELLER being a or becoming insolvent, bankrupt or ceasing to pay its debts as they mature.

The following shall constitute of Default by the BUYER:

- a) Save in case of force majeure as defined hereunder in this Agreement, the repeated and persistent failure or refusal by BUYER to timely perform any material obligation under this Agreement; provided the SELLER shall give two weeks prior written notice to the BUYER specifying that a material default or defaults exist which will, unless such default is corrected within reasonable period of time.
- b) Refusal or failure of BUYER to pay the seller on the due date, the seller shall notify the Buyer through written notice that such amounts are due.

Termination of Agreement following an Event of Default:

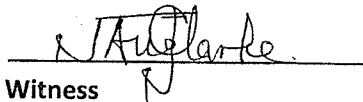
- a) If an Event of Default has occurred, the non - defaulting party shall have the option to terminate this Agreement upon ten (10) days' prior written notice from non - defaulting party to the defaulting party.
- b) If this Agreement is terminated pursuant to this section, the amount of damages, if any which the the defaulting party may owe to the non - defaulting party shall be determined by arbitration.

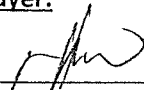
c) BINDING EFFECT

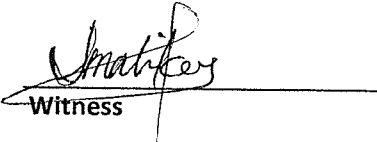
The obligations and benefits of this framework Agreement shall inure to, and be binding upon the parties hereto, their assigns and successor in interest as if they were specially named herein.


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN ACCORDANCE WITH THE LAWS OF LIBERIA ON THE DAY, MONTH AND YEAR INDICATED ABOVE.

For and on behalf of the Buyer:

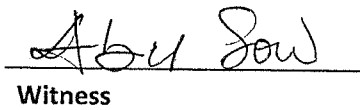

Witness

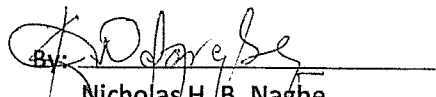
By: 
Senator Myonblee Karngar Lawrance
Chairperson, Rules, Order & Administration

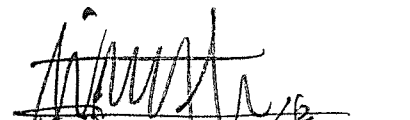

Witness

By: 
Senator Morris G. Saytumah
Chairman, Ways, Means & Finance
The Liberian Senate

For and on behalf of the Supplier:


Witness

By: 
Nicholas H. B. Nagbe
General Manager
Favor Production Industry Inc.

Attested By: 
J. Nanborlor F. Singbe, SR.
Secretary of the Senate