

Republic of Liberia)
Montserrado County)

Contract for the Supply of Scratch Cards

This Contract for the Supply of Scratch Cards is made and entered into this 31st day of May 2023 by and between the **National Fisheries and Aquaculture Authority (NaFAA)**, represented by its Director General, Hon. Emma Metieh Glassco, of the City of Monrovia, Republic of Liberia, (hereinafter known and referred to as the "**PURCHASER**") and **Saksouk Shopping Center**, a Partnership registered and operating under the Laws of the Republic of Liberia, represented by its Manager, Mr. Mohamed A. Saksouk, of Benson Street, Monrovia, (hereinafter known and referred to as the "**SUPPLIER**"). The **PURCHASER** and **SUPPLIER**, collectively referred to as the "**PARTIES**" and each individually as a "**PARTY**," hereby

WITNESSETH

WHEREAS, the **PURCHASER** has apportioned funds for the procurement of the Scratch Cards and conducted a National Competitive Bidding (NCB) process (Ref. IFB No. NaFAA/NCB/001/2023) for the acquisition of said Scratch Cards:

WHEREAS, the **SUPPLIER** has presented itself with adequate documentation that it has the requisite capacity and experience, as per bid requirement, to supply and deliver as maybe requested by the **PURCHASER** the Scratch Cards, as indicated in the Bid Documents, which shall form a cogent part of this Contract; and

WHEREAS, the **PURCHASER** is willing to enter into this Contract with the **SUPPLIER** in reliance on the **SUPPLIER**'s undertaking to deliver the requisite Scratch Cards upon request in accordance with this Contract and the Bid document submitted by the **SUPPLIER**.

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and intending to be legally bound, the Parties hereby agree on the below stipulated terms and conditions, as follow:

ARTICLE 1: THE AWARD

The **PURCHASER** hereby contracts the **SUPPLIER**, and the **SUPPLIER** hereby accepts to be contracted by the **PURCHASER**, to supply and deliver the Scratch Cards, as stipulated in the Bid Documents, to the **PURCHASER**'s office at Bushrod Island at its Administrative Office located adjacent LPRC;

ARTICLE II: OBLIGATIONS OF SUPPLIER

1. That the **SUPPLIER** hereby undertakes to supply to the **PURCHASER** the following Scratch Cards on an as-needed basis:

Description	Qty	Unit	Price	Total
Scratch Card -Lonestar \$5,	4,000	pcs	\$5.00	\$20,000.00
Scratch Card -Lonestar \$1	5,500	pcs	\$1.00	\$5,500.00
Scratch Card -Orange \$5	4,000	pcs	\$5.00	\$20,000.00
Scratch Card -Orange \$1	5,492	pcs	\$1.00	\$5,492.00
Total				\$50,492.00

2. The **SUPPLIER** shall supply and deliver the items, in the agreed quantities as requested by the **PURCHASER** on the Purchase Order prepared and submitted by the **PURCHASER** to the **SUPPLIER**. It is being understood by the parties that the **SUPPLIER** shall supply and deliver the above-mentioned Scratch cards no later than fifteen (15) days upon the receipt of an approved Local Purchase Order from the **PURCHASER** or at a reasonable time agreed with the **PURCHASER**.

3. The SUPPLIER shall provide free delivery of the Scratch Cards at the PURCHASER's office at Bushrod Island at its Administrative Office located adjacent LPRC;

4. The SUPPLIER shall present for payment: invoices, waybills and delivery notes evidencing supply and delivery to the PURCHASER.

5. The SUPPLIER has guaranteed that the Scratch Cards to be supplied shall comply with the technical specifications as enshrined in the Bid Document submitted by SUPPLIER to PURCHASER.

ARTICLE III: OBLIGATIONS OF PURCHASER

1. The PURCHASER shall provide secured custody for the safe keeping of the Scratch Cards upon delivery by the SUPPLIER.

2. That the PURCHASER shall notify the SUPPLIER of any unsafe and damaged Scratch Cards upon discovery, for SUPPLIER's verification, acknowledgment and subsequent replacement.

3. The PURCHASER hereby covenants to pay the SUPPLIER in consideration for the supply of Scratch Cards mentioned supra the total sum in United States Dollars or its Liberian Dollars equivalent at the prevailing Central Bank of Liberia exchange rate.

4. The PURCHASER shall make payment to the SUPPLIER of the amount due not later than thirty (30) days or any other timeframe agreed upon after delivery and acceptance by the PURCHASER as well as submission of delivery note, invoice and waybill by the SUPPLIER.

ARTICLE IV: CONSIDERATION

Payment under the contract shall be done on a framework basis and the parties hereto mutually agree that the total value of this Agreement shall not exceed **US\$50,492.00 (Fifty Thousand Four Hundred Ninety-Two United States Dollars)** for the aforementioned Scratch Cards as stipulated in the Bidding Documents. Payments shall be made by the PURCHASER not later than thirty (30) days or any other timeframe agreed upon, after delivery, and acceptance by the PURCHASER.

ARTICLE V - DURATION OF THE CONTRACT

It is hereby mutually agreed and accepted that all Parties shall fulfil their respective obligations as per the Terms and Conditions of this Contract, which commences on **May 31, 2023** and ends on **December 31, 2023**, and shall continue on a month-to-month basis, but only based on a notice to proceed issued by the Authority.

ARTICLE VI: UNDERTAKING

The Parties hereby covenant and agree that they will faithfully keep and perform each and every one of the provisions of this Contract including the attached documents thereto.

ARTICLE VII: BINDING EFFECT

That the foregoing constitutes the intent of the Parties and same shall be binding upon them, their assigns, legal representatives and successors in business and or office as if they were themselves party and signatories to this Agreement

In witness whereof, the **PARTIES** hereto have caused this Agreement to be executed in accordance with the Laws of the Republic of Liberia on the day, month and year first written above.

IN THE PRESENCE OF:

FOR: THE PURCHASER

[Handwritten Signature]



HON. EMMA METTEH GLESSCO
DIRECTOR GENERAL

FOR: THE SUPPLIER

[Handwritten Signature]

MOHAMED A. SAKSOUK
MANAGER