

[Republic Of Liberia]  
[Montserrado County]

### **TICKETS PRODUCTION & PRINTING CONTRACT**

This Ticket Printing & Production Contract is made and entered into this 30<sup>th</sup> day of April, A.D 2025 by and between **NATIONAL TRANSIT AUTHORITY (NTA)**, a legal entity solely owned by the Liberian Government, located at Japan Drive, Gardnersville, represented by its MANAGING DIRECTOR, Hon. Edmund F. Forh, of the City of Monrovia, County of Montserrado, Republic of Liberia, hereinafter known and referred to as the **"CUSTOMER"** and **TAPE DESIGN**, also a legal entity registered and existing under the laws of the Republic of Liberia with address Upper Carey Street, Monrovia, represented by its Chief Executive Officer, Mr. Joe B. Tarpeh, of the City of Monrovia, County of Montserrado, Republic of Liberia, herein after known and referred to as the **"PRODUCER"**. The Customer and the Producer are also hereinafter collectively known and referred to as the **"PARTIES"**; hereby;

#### **WITNESSETH:**

**WHEREAS**, the Customer invited Tenders for the production and printing of tickets in various denominations for its transit services for which an evaluation exercise has been conducted; and

**WHEREAS**, the Producer's quotation has been adjudged to be the most responsive bidder to requirements of the NCB by an evaluation Panel and contract award recommended in favor of the producer for the production and printing of the quantity as required; and

**WHEREAS**, the customer accepts the producer's expression of interest and has consented to entering into a contract with the producer; and

**WHEREAS**, the Parties have both agreed to work in synergy, aimed at achieving their mutual goals;

**NOW, THEREFORE**, for and in consideration of the mutual promises exchanged and agreements herein contained, the parties do hereby agree to the following to wit:

#### **Article 1 Contract Award**

The Customer hereby awards this contract to the Producer, Tape Design, for the production and printing of tickets of various denominations, colors and quantities, with stubs and sequential serial numbers for use by its transit operations.

#### **Article 2 Scope of Works, Quantity and Price**

For the duration of this Contract, the producer shall be responsible to produce and supply tickets to the customer in accordance with the purchase order from the customer. The tickets produced and supplied shall be in their respective quantities, denominations and colors as indicated on the purchase order and contract. The total quantity, denomination and price of the tickets to be produced and supplied to the customer are summarized as follows:

No.	Denominations	Color	Qty. of Booklets	Unit Price (US\$)	Amount (US\$)
1	LRD 950.00	Pink	450	0.90	\$405.00
2	LRD 900.00	Blue	500	0.90	\$450.00
3	LRD 500.00	Yellow	1,550	0.90	\$1,395.00
4	LRD 50.00	White	16,800	0.90	\$15,120.00
5	LRD 150.00	Sky Blue	3,600	0.90	\$3,240.00
6	LRD 100.00	Light Yellow	6,600	0.90	\$5,940.00
7	LRD 300.00	Lemon	1,125	0.90	\$1,012.50
8	LRD 400.00	Red	1,450	0.90	\$1,305.00
9	LRD 600.00	Green	216	0.90	\$194.40
10	LRD 2,500.00	Grey	300	0.90	\$270.00
11	LRD 3,500.00	White	279	0.90	\$251.10
<b>GRAND TOTAL</b>			<b>32,870 Bklets</b>		<b>\$29,583.00</b>

**NB. The Producer has** offered to produce based on the Customer's request of any additional denomination of tickets as may be deemed integral to the entity's transit operations, at no additional cost.



Hence, the total contract is valued at **Twenty-Nine Thousand Five Hundred Eighty-Three United States Dollars (US\$ 29,583.00)**.

### **Article 3**

#### **Mode of Supply and Payment Terms**

The parties have agreed that the customer shall issue purchase order to the producer, signed by the appropriate or designated staff of the producer, containing the quantity and denominations of ticket booklets to be supplied. A total of **Thirty-Two Thousand Eight Hundred Seventy (32,870) ticket booklets** shall be requested in specific amounts and quantities on a monthly basis, through a Local Purchase Order, duly signed by authorities of the Customer and presented to the producer. This commences the schedule of delivery. The requested monthly quantities of tickets shall be produced and brought to the customer on a bi-weekly basis until the entire quantity required is fully supplied by the Producer.

All tickets shall be delivered to the customer's warehouse. With each delivery, the producer shall issue an invoice and delivery order or form which shall be signed by representatives of both parties in acknowledgement of said transaction. Hence, the parties hereto referred, have agreed on a payment term as follow:

#### **Payment Term:**

**All payments shall be made in arrears on a PER INVOICE BASIS in the name of the entity of the Producer. NO Payments shall be made without delivery notes and credit invoices.**

The Parties hereto have mutually agreed that all payments from this contract shall be consistent with the existing Government of Liberia (GOL) Cash Disbursement Policy.

### **Article 4**

#### **Change in Price**

The parties have mutually agreed that the Customer shall furnish the Producer, through a written and duly signed communication, with information in relation to any change in price of tickets on any of the Customer's bus routes. In the event that the Customer effects such a price change, the monthly request (mentioned in Article 3) shall contain the quantities and amounts reflective of the new price (s). Such change shall not affect the unit price upon which this contract is based.

### **Article 5**

#### **Security, Deliverance and Responsible Person(s)**

Due to concerns of leakages and or mis-delivery, it is hereby mutually agreed that all deliveries shall be done by a designated staff of the producer to a representative at the Customer's warehouse. Absolutely there shall be no delivery of tickets to any staff of the Customer except those assigned at the warehouse. All tickets delivered shall be securely stored by the warehouse staff.

### **Article 6**

#### **Contract Duration**

This Agreement shall be for a period of Nine (9) Months, effective as of the date of signing.

### **Article 7**

#### **Termination**

It is herein mutually agreed by the Parties that either Party shall have the right to terminate this contract with cause upon thirty-day written notice in advance to the other Party.

### **Article 8**

#### **Revision and Amendments**

This Agreement is subject to revision and amendment from time to time. Any and all amendments to this contract must be as a result of communication, resolution and mutual consent on the part of both parties.

### **Article 9**

#### **Breach of Contract- (Dispute Resolution)**

In the event of a dispute arising out of or in relation to the terms of this Agreement, the Chief Executive Officer of the producer and the Managing Director of the Customer shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If such person is unable to resolve the dispute in a satisfactory manner within thirty (30) business days, either party may seek binding arbitration. Upon receipt of written notice by either party calling for arbitration with respect to any dispute arising out of or in relation to the terms of this Agreement, the matter shall be submitted to binding arbitration under the arbitration rules of



the Republic of Liberia. Any decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party.

#### **Article 10 Force Majeure**

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to an event of Force Majeure. The term "Force Majeure" as used in this Agreement shall mean acts of God, war, nationwide strikes or labor disputes, embargoes, blockades, revolutions, riots, civil commotions, fires, explosions, earthquakes, or any other natural disasters, or public health emergencies, provided any such cause was not within the reasonable control of the Party claiming the benefit of Force Majeure and could not have been avoided or overcome by such Party through the exercise of due diligence. In the event of force majeure, the contract shall be suspended for the duration of the force majeure.

#### **Article 11 Governing Law**

It is mutually agreed and understood by the parties hereto that the law governing this contract shall be the Laws of the Republic of Liberia.

#### **Article 12 Taxes**

The parties have agreed that, during the life span of this contract, applicable taxes associated with the value of the contract and conduct of the business, during time of payment to the Producer, shall be withheld by the Customer and remitted to the GOL through the Ministry of Finance and Development Planning and a flag receipt obtained which shall be given to the producer.

#### **Article 13 Declaration**

This instrument contains the whole Contract between the Parties hereto. There are no terms, obligations, covenants or conditions other than those set forth herein. No modifications or verification hereof shall be valid unless it is expressly agreed and approved by the Parties in writing. This MOU supersedes all other communications either written or oral in connection to the Counts herein stated.

#### **Article 14 Binding Effects**

The terms and conditions stated above constitute an agreement between the parties stated in the preamble. Hence, no statement, promises and inducements made by any other party or agent or any party that is not contained in this agreement shall be valid or binding. The terms and conditions herein contained shall also be binding upon the parties hereto, their heirs, administrators, executors, legal representatives, successors-in-business and assigns as though they were herein mentioned by names.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this instrument and affixed our names and signatures on this 30<sup>th</sup> day of April A. D. 2025.

Representing the Producer  
**Tape Design**  
Upper Carey Street, Monrovia, Liberia

.....  
Joe B. Tarpeh  
**Chief Executive Officer/ Tape Design**

Representing the Customer  
**National Transit Authority**  
Japan Drive, Gardnersville, Liberi

.....  
Edmund F. Forh  
**Managing Director/NTA**

Executed at Montserrado County on the .....  
In two (2) original copies.  
The Customer: NATIONAL TRANSIT AUTHORITY  
The Producer: TAPE DESIGN