



REPUBLIC OF LIBERIA CIVIL SERVICE AGEENCY Ministerial Complex, Congo Town Monrovia, Liberia

AND

JOS TRAVEL & TOURS INC

Ground Floor Kaba Building, Benson & Mechlin Street, Monrovia, Liberia

AIR-TICKETS - CONTRACT AGREEMENT

CONTRACT NO: "IFBNO.CSA/RFQ/SBA/003/2022"

October 2022

SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT, is made this 26th day of October 2022 between the CIVIL SERVICE AGENCY (Hereinafter referred to as the "Purchaser"), of Ministerial Complex, Congo Town, Monrovia, Liberia and acting through as per its lawful Director-General on the One Part and

JOS TRAVEL & TOURS INC (Hereinafter referred to as the "Supplier") having its registered offices at the Ground Floor Kaba Building, Benson & Mechlin Street, Monrovia, Liberia and acting on the Other Part.

WHEREAS

- a) The Purchaser is desirous of purchasing a number of goods referred to as **AIR-TICKETS** with specifications as described in Schedule 1 attached, from the above financing.
- b) The Purchaser, on the 6th of October 2022, invited Bidders to submit a bid document in for the said items.
- c) The Supplier submitted a bid for supply of the said items, and as further described in the attached Schedule hereto which bid was accepted by the Purchaser.
- d) The Supplier has agreed to sell the **AIR-TICKETS** to the Purchaser for the consideration, and upon the terms and subject to the conditions set out in this Agreement.

Obligations of the Suppliers

- a) The Supplier agrees to deliver the **AIR-TICKETS** to the Purchaser on the date as agreed between the parties.
- b) The **AIR-TICKETS** shall be as per the Specifications required by the Purchaser, attached as schedule one (1).
- c) The Supplier agrees to comply with the terms of any notice specifying a breach of the provisions of this Agreement and requiring the breach to be remedied so far as it may be and nothing in this clause is intended to require the Purchaser to serve notice of any breach before taking action in respect of it.
- d) The **AIR-TICKETS** shall be delivered at the Civil Service Agency upon request by the purchaser from the date of signing the contract to the 30th day of October 2022.

- e) The Supplier has agreed to Supply the AIR-TICKETS at the total cost not exceeding Six Thousand One Hundred Forty Six United States Dollars Only (US US\$6,146.00) for inclusive of all taxes subject to the terms and condition of this Agreement.
- f) The schedule of delivery

The Air-Tickets shall be deliver One week after the receipt of an approved purchase order from the Purchaser.

Obligations of the Purchasers

a) To make payment to the Supplier within thirty (30) days after delivery. **Settlements of Disputes**

- a) The parties shall endeavor to settle any disputes and misunderstanding which may arise in connection with this contract (agreement amicable).
- b) Where amicable settlement of any dispute arising from this contract (agreement) is impossible, the parties shall refer the dispute to arbitrators (in Liberia), consisting of one arbitrator appointed to each party and the two arbitrators appointed by the parties appointing an umpire.
- c) The parties may, by written agreement, waive reference of any dispute arising under this contract (agreement) to arbitration, so that any dispute may be adjudicated by a court of competent jurisdiction (in Liberia

Force Majeure

For purposes of this Contract, "Force Majeure" means an event beyond the control of the parties to the Contract and not involving either party's fault or negligence and not foreseeable.

If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed and resumed during the period when such circumstances are operative.

Communication

Any written notice, consent, authorization, waiver or other communication required or permitted under the terms of this Agreement must be in writing and signed to be effective and shall be sent by registered air mail, or by facsimile transmission or electronic mail, with retention of a document confirming successful facsimile or electronic transmission, followed by hardcopy to the following addresses of the Parties:

FOR PURCHASER

Civil Service Agency Ministerial Complex, Congo Town Monrovia, Liberia

FOR SUPPLIER

The Manager JOS TRAVEL & TOURS INC Ground Floor Kaba Building, Benson & Mechlin Street, Monrovia, Liberia Termination of contract

- a) Either party shall have the right to terminate this contract {agreement} by giving {one month's} notice in writing to the other of its intention to do so.
- b) Sub clause (1) shall be without prejudice to any action the Supplier may take to recover all monies owed by the Purchaser for the Goods supplied and not paid for; and to any action the Purchaser may take to recover the Goods paid for in advance but not supplied by the Supplier or the said money together with interest at the current bank rate.

Miscellaneous

- a) This Agreement shall be governed by the laws of the Republic of Liberia;
- b) The provisions of this Agreement shall remain binding on the successor's agents and assigns of the parties; and
- c) If any provision of this Agreement shall be or become invalid, unenforceable or illegal the remaining terms and provisions shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity or unenforceability goes to the root of this Agreement.

Documents that form part of this Agreement

- a) This Supply Agreement.
- b) The Request for submission of bids by the Civil Service Agency dated 6th October 2022 with reference number IFBNO.CSA/RFQ/SBA/003/2022 with its attached specifications.
- c) Any other documents that may be relevant to this transaction.

IN WITNESS WHEREOF the duly authorized representatives of the parties hereto have executed this Agreement on the day and year first above written.

FOR AND ON BEHALF OF THE PURCHASER

Title: Potun Signature:

MONROVIA

uberin

WITNESS

Name: Perula Title: DLCT.

Signature.

FOR AND ON BEHALF OF THE SUPPLIER

Name:

Accountant Title:

Signature: Kmthtuuj

WITNESS

Name: Tok FRANCI Title: Accountant

Signature:

SCHEDULE

SPECIFICATIONS AND DETAILED DESCRIPTION

NO	Description	Number of Passengers	Delivery Schedule (days/weeks/months
1.	Air-Tickets for Economy Class (round trip) Spain	1 Person	One week after the receipt of an approved LPO from the CSA
2.	Air-Ticket for Economy Class (round trip) Dubai	3 Persons	One week after the receipt of an approved LPO from the CSA