

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

**AND**

**ALLIANCE MOTOR CORPORATION  
Monrovia, Liberia**

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**VEHICLE - CONTRACT AGREEMENT**

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**CONTRACT NO: "IFB No. CSA/RB/001/20/21"**

**August 2020**

*Just*

## SUPPLY AGREEMENT

**THIS SUPPLY AGREEMENT**, is made this 14 day of August 2020 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

**ALLIANCE MOTOR CORPORATION** (Hereinafter referred to as the "Supplier") having its registered offices at Monrovia, Liberia and acting **on the Other Part.**

### WHEREAS

- a) The Purchaser is desirous of purchasing a number of goods referred to as Vehicle with specifications as described in Schedule 1 attached, from the above financing.
- b) The Purchaser, on the 8<sup>th</sup> of July 2020, invited Bidders to submit a bid document in for the said items.
- c) The Supplier submitted a proposal for supply of the said items, and as further described in the attached Schedule hereto which proposal was accepted by the Purchaser.
- d) The Supplier has agreed to sell the Vehicle 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 Vehicle to the Purchaser on the date as agreed between the parties.
- b) The Vehicle 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 Vehicle shall be delivered (Delivery Duty Free) at the Headquarters of Alliance Motor Corporation Clara Town upon request by the purchaser from the date of signing the contract to the 30<sup>th</sup> day of June 2021.



- e) The Supplier has agreed to Supply the Vehicle at the total cost not exceeding **Fifty – Six Thousand United States Dollars Only (US\$56,000.00)** for inclusive of all taxes subject to the terms and condition of this Agreement.

#### **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**

Both parties shall be released from their respective obligations in the event of any occurrence beyond the reasonable control of the parties which renders the performance of this Agreement impossible.

#### **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**

The procurement unit  
Civil Service Agency  
Ministerial Complex, Congo Town  
Monrovia, Liberia

### **FOR SUPPLIER**

**The Manager**  
**ALLIANCE MOTOR CORPORATION**  
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 8<sup>th</sup> July 2020 with reference number **IFB No. CSA/RB/004/20/21** 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.

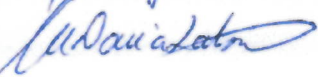
**FOR AND ON BEHALF OF THE PURCHASER**

Name: James A. Thompson  
Title: Actg. Director General  
Signature: 

**WITNESS**

Name: GEORGE B. WAH, Jr.  
Title: SPECIAL TECHNICAL ASSISTANT  
Signature: 

**FOR AND ON BEHALF OF THE SUPPLIER**

Name: DONIA ZABEN  
Title: Deputy Manager Director.  
Signature: 

**WITNESS**

Name: Caroline E. Kun  
Title: Acting Comptroller  
Signature: 