

Office of the Executive Director

REPUBLIC OF LIBERIA  
**ENVIRONMENTAL PROTECTION AGENCY**  
P.O. Box 4024  
4<sup>th</sup> Street Sinkor, Tubman Boulevard  
1000 Monrovia, 10 Liberia



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**CONTRACT FOR PURCHASE OF MOTOR VEHICLE**

between

**THE ENVIRONMENTAL PROTECTION AGENCY (EPA)**

and

**CACTUS MOTORS INC.**

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**AUGUST 2022**

**EPA**

Website: <http://www.epa.gov.lr> Mobile: +231886454493/ +231776454493

Email: [dngeorge@epa.gov.lr](mailto:dngeorge@epa.gov.lr)

**This agreement is dated 1 August 2022.**

## **PARTIES**

- (1) The **Environmental Protection Agency**, a statutory body established under the Act Creating the Environmental Protection Agency of Liberia whose registered office is at 4<sup>th</sup> Street Sinkor, off Tubman Boulevard, Monrovia, Liberia and represented by its Executive Director/CEO Pro. Wilson K. Tarpeh Sr. (EPA); and
- (2) **Cactus Motors Inc**, a company registered in Liberia whose registered office is on 10<sup>th</sup> Street Sinkor, Monrovia, Liberia and represented by its Managing Director, Mr. Joseph Barbar (Seller).

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

#### **1.3 Definitions:**

**Business Day:** a day, other than a Saturday, Sunday or public holiday in Liberia.

**Commencement Date:** 1<sup>ST</sup> August 2022

**Delivery Location:** has the meaning given in *Clause 3.2*.

**Order:** the EPA's order for the supply of the Vehicle, as set out in the EPA's acceptance of the Supplier's quotation.

**Product Specification:** specification as in line with the technical specification in the bid document.

**Term:** has the meaning given in *Clause 6*.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 The schedule forms part of this contract and shall have effect as if set out in full in the body of this contract and any reference to this contract includes the Schedule.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.



- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This contract shall be binding on, and ensure to the benefit of, the parties to this contract and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Any obligation in this contract on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 2.1 Any words following the terms including, include, in particular, for example or any similar
- 1.10 Expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term proceeding those terms.

## **2. PURCHASE OF THE VEHICLE**

- 2.2 The Seller shall sell, and the EPA shall purchase the Vehicle in accordance with the terms and conditions of this agreement.
- 2.3 The Vehicle is described as Toyota Coaster Bus, 23 seats plus 7 fold on seats; brand new and equipped with: a spare tire, jack, tools kit, fire extinguisher and triangle.
- 2.4 Warrant for three -years-use or 100,000 Kilometers (which comes first. First two services free including oil and filters change.
- 2.5 The EPA shall give to the seller Local Purchase Order for the Vehicle, signed and approved by the EPA within ten Working Business Days of the Commencement Date (Local Purchase Order)
- 2.6 The Seller warrants that:
- a. It is the registered owner of the vehicle and have full authority to sell the vehicle;
  - b. The vehicle corresponds with the description set out in Clause 2.2 and Product Specification;
  - c. The Vehicle is of satisfactory quality and fit for any purpose held out by the seller or made known to the Seller by the EPA;
  - d. The Vehicle is free from defects in design, material and workmanship and remain so for 12 months after delivery;
  - e. The Vehicle complies with all applicable statutory and regulatory requirements relating to the manufacture, labeling, packaging, storage, handling and delivery;
  - f. No third party has an interest in the Vehicle including, but not limited to registered charges;
  - g. To the best of its knowledge the distance recorded on the odometer is true and correct;
  - h. To the best of its knowledge the Vehicle has not been damaged in an accident or otherwise and that the Vehicle has not previously been used as a taxi or rental car.



2.7 The EPA may inspect and test the Vehicle at any time before Delivery. The Seller shall remain fully responsible for the Vehicle despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Seller's obligations under this agreement.

2.8 If following such inspection or testing the EPA considered that the Vehicle does not comply or is unlikely to comply with the Seller's undertaking at Clause 2.4, the EPA shall inform the Seller and the Seller shall immediately take such remedial action as is necessary to ensure compliance.

2.9 The EPA may conduct further inspections and tests after the Seller has carried out its remedial action.

2.10 The Seller shall provide two free car services for the vehicle including oil and filter change after the purchase of the Vehicle.

### **3. IMPORTATIONS AND DELIVERY**

3.1 The Seller shall be responsible for the importation into Liberia and customs processing for the vehicle including the acquisition of a duty-free permit from the Liberia Revenue Authority.

3.2 The Seller shall deliver the Vehicle to the EPA's premises at 4<sup>th</sup> Street Sinkor, Monrovia, Liberia or as instructed by the EPA before delivery by the delivery date as specified in the Local Purchase Order.

3.3 If an order is not delivered on the specified delivery date, then, without limiting any other right or remedy the EPA may have, the EPA may:

- (a) Refuse to take any subsequent attempted delivery of the vehicle;
- (b) Terminate this agreement with immediate effect; and
- (c) Obtain substitute from another Seller and recover from the Seller any costs and expenses reasonably incurred by the EPA in obtaining such substitute products.

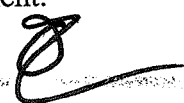
3.4 Title and risk in the Vehicle shall pass to the EPA on completion of delivery.

### **4. PRODUCT PRICE**

4.1 The EPA shall purchase the Vehicle for a total sum of USD\$ 72,350.00 (Seventy-Two Thousand Three Fifty United States Dollars) (Price). The EPA shall make 70% down payment and 30% upon presentation of shipping documents (Invoice, Packing list, Bill of Lading).

4.2 The Product price is CIF (cost plus insurance plus freight), duty free.

4.3 The EPA shall be entitled to the Seller's standard discount for prompt payment.



- 4.4 Each party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other party against any amounts payable by it to the other party.
- 4.5 All payments payable to the Seller or the EPA under this agreement shall become due immediately on its termination. This Clause 4.5 is without prejudice to any right to claim for interest under the law or under this agreement.
- 4.6 **The Seller shall provide a performance bond worth 70% of the total quoted in bid submission (USD\$72,350.00).**

## **5. INDEMNITY**

The Supplier shall indemnify the EPA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the EPA arising out of or in connection with:

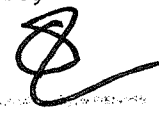
- (a) any claim made against the EPA for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Products;
- (b) any claim made against the EPA by a third party arising out of, or in connection with, the Vehicle, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the EPA by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors.

## **6. COMMENCEMENT AND TERM**

This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with this agreement, until the delivery of the Vehicle and settlement of payment (Term).

## **7. TERMINATION**

- 7.1 Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than one month's written notice to the other party.
- 7.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default not less than 45 days after being notified in writing to make such payment;
  - (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;



- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business; and
- (e) any Force Majeure Event prevents the other party from performing its obligations under this agreement for any continuous period of three months.

7.3 For the purposes of *Clause 9.2(b)*, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement.

7.4 On termination of this agreement the following clauses shall survive and continue in full force and effect: *Clause 5* (Indemnity); *Clause 12* (Governing law and Jurisdiction).

7.5 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

## 8. FORCE MAJEURE

8.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

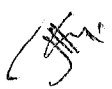
- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) any labour or trade dispute, strikes, industrial action or lockouts.

8.2 Provided it has complied with *Clause 8.4*, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

8.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

8.4 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or



potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

- (b) use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.

8.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 90 days, the party not affected by the Force Majeure Event may terminate this agreement by giving 30 days' written notice to the Affected Party.

## 9. NOTICES

9.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the address specified by the party.

9.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
- (c) if sent by email at 9.00 am on the next Business Day after transmission.

9.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 10. ENTIRE AGREEMENT

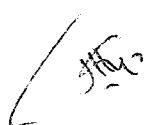
10.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

10.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 11. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).




## 12. GOVERNING LAW AND JURISDICTION

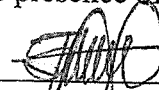
This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Liberia. Each party irrevocably agrees that the courts of Liberia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

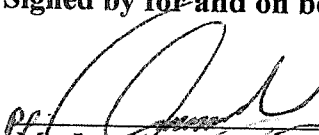

Signed by for and on behalf of the Environmental Protection Agency:

  
Pro. Wilson K. Tarpeh Sr.  
Executive Director/CEO


In the presence of:

  
D. Angelo George  
Administrative Assistant/Chief of Staff to the Executive Director

Signed by for and on behalf of the Seller:

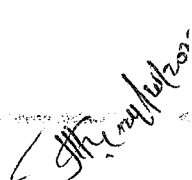
   
Mr. Joseph Barbar  
Managing Director

In the presence of:

  
Name: MARTIN DOE JR

Title SALES MANAGER

\$5.00 Revenue Stamp affixed on the Original copy.





## MINUTES OF PROCUREMENT COMMITTEE MEETING

### AGREEMENT FOR THE PROCUREMENT OF VEHICLE (30 SEATED BUS)

The Environmental Protection Agency through the Government of Liberia (GoL) National Budget -2022 and using the (RB) method to solicit bids for the procurement of Vehicle (30 Seated Bus) for the EPA. The letter of invitation for bids was sent out on June 20, 2022. Bid were issued to four (4) bidders, out of the (4) companies, two (2) companies obtained the bidding documents and submitted their bid at the deadline of submission, which was 1:30 pm, July 15, 2022.

On July 15, 2022, the Restricted Bidding (RB) were opened in the presence of the bidder's representatives and staffs from the Environmental Protection Agency (EPA). After carefully reviewing the submitted bid, The Evaluation panel were constituted to evaluate the submission of bids received.

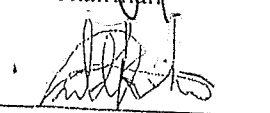
The Committee met on July 27, 2022 in the Conference Room of the Executive Director of the Environmental Protection Agency (EPA). The Officer in Charge (OIC) for Procurement, stated the purpose of the meeting which was convened to review the bid for bidder for the procurement of Vehicle (30 Seated Bus). The Officer in Charge for Procurement informed the members that the Evaluation panel has recommended Cactus Motors Inc. for the Procurement of Vehicle.

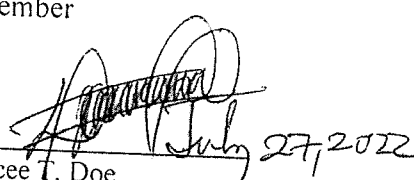
The committee reviewed the panel's evaluation report and recommendations, taking into consideration the eligibility, completeness and substantial responsiveness of the bidder for the Procurement of Vehicle, received by the entity through the Procurement Unit. After a careful analysis of the bid submitted by bidder, the panel evaluation report and recommendations, the committee concluded and approved the report and recommendations from the Restricted Bidding (RB) to award the contract for the Procurement of Vehicle (30 Seated Bus) to Cactus Motors Inc.

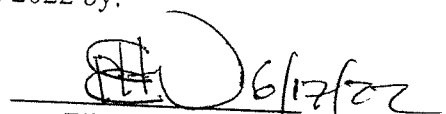
The meeting was then adjourned at 2:30pm.

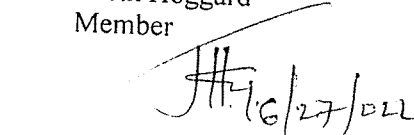
Done in the Conference room this 27<sup>th</sup> day of July A.D. 2022 by:

  
Prof. Wilson K. Tarpen  
Chairman

  
John Jallah  
Member

  
Pescee T. Doe  
Secretary/Non Member

  
Elizabeth Hoggard  
Member

  
Josephine F. K. Doles  
Member

