

REPUBLIC OF LIBERIA
MONTSERRADO COUNTY

CONTRACT AGREEMENT FOR THE SUPPLY OF VEHICLE SPARE PARTS – 2020/2021

THIS VEHICLE SPARE PARTS SUPPLY Contract hereinafter referred to as the "Contract Agreement", is entered by and between UPTOWN GARAGE AND AUTO PARTS, located at the corner of Broad and Nelson Streets, Monrovia Liberia, represented by and through its Chief Executive Officer (CEO), Mr. Ansu Bility, hereinafter referred to as "the Supplier"; and Executive Protection Service (EPS), at the Executive Mansion, Capitol Hill, Monrovia, Liberia, represented by and through its Director, Hon. Trokon N. Roberts, hereinafter referred to as "the Buyer", each a Party and together the Parties do hereby:

WITNESSETH:

Whereas, The Buyer is desirous of purchasing vehicle spare parts to enhance the full implementation of the preventive maintenance and servicing of its fleet of vehicles; and

Whereas, the Buyer, consistent with Section 48 of the PPCA of 2010, used the Restricted Bidding (RB) procurement method to invite tenders for the supply and delivery of vehicle spare parts and has informed the PPCC of its intend to award the contract for the supply of Vehicle Spare Parts to UPTOWN GARAGE AND AUTO PARTS (the Supplier), for the purpose of providing the services under the condition;

Whereas, the Public Procurement and Concession Commission has issued a "No Objection" to the Buyer's request and desire to enter into this Contract Agreement with the Supplier; and

Whereas, the Supplier attest to having the appropriate financial and technical capabilities to execute its responsibilities as outlined hereinafter in this Agreement, and accepts to perform same for the benefit of the Buyer;

Whereas, under this Contract arrangement, the Buyer is committed to procuring genuine vehicle spare parts from the Supplier as and when this Agreement is signed into a deal;

Whereas, the Supplier also commits to selling those vehicle spare parts to the Buyer as indicated in the unit prices for each item of vehicle spare parts; (Appendix 1)

Whereas, the Supplier further commits under this new contract of 2020/2021 to fully repair three outstand EPS vehicles with license plates marked (EPS-14/ black Toyota Prado, EPS-51 (former)/ black land cruiser jeep; and EPS-54/ black Nissan Patrol) which should have been repaired under previous contract agreement (2019/2020)but to no avail.

Whereas, during the period of the existence of this Agreement, the Buyer can then issue purchase order; and,

Now Therefore, the Parties, in consideration of their mutual promises and covenants, agreed as follows:

1. DEFINITIONS

For the purpose of this Contract Agreement, the following words shall have the meanings given hereinafter:

"Contract Agreement" means a unit price agreement with no burden of financial obligation in the absence of the signatory of the President of the Republic of Liberia to the national budget for its final approval, a purchase order for portion of the 1/12 allocation will be issued to procure vehicle spare parts under this Agreement that worth the amount of **Twenty Thousand, One Hundred United States Dollars (US\$20,100.00)** on a monthly basis.

"Contract Period" means the tenure of the Agreement;

"Order or PO" means Purchase Orders signed by The Buyer's authorized representatives in accordance with and pursuant to the Agreement;

"Parties" means the Supplier and the Buyer, including their successors, permitted assignees and permitted transferees, and a "Party" means any one of them;

"US\$" means United States Dollars

"PPCC" means Public Procurement & Concessions Commission

"PPCA" means Public Procurement & Concession Act

"The Product" means genuine vehicle spare parts ordered for supply to the Buyer

"Effective Date" means date and time of signing of the Agreement

2. AWARD:

The Parties agree the Supplier shall supply to the buyer vehicles spare parts as described in Appendix – 1:

3. DURATION OF THE AGREEMENT

(a) This Contract Agreement shall commence on its effective date and continues in full force until all obligations hereunder is fully executed by the Parties.

(b) For the purpose of this Agreement, effective date means the date in which the Agreement is signed by the parties.

(c) The Agreement shall remain in effect for one Fiscal Year and shall take effect commencing July 1, 2020 up to and ending June 30, 2021 in keeping with the 2020/2021 fiscal/budgetary period of the Government of the Republic of Liberia. However, the allotments made by the Ministry of Finance and Development Planning for the purchase and supply of vehicle spare parts for FY 2020/2021 will be used for the purchase and supply of vehicle spare parts under this contract, of which said allotment is also, and forms a part of the total contract price herein mentioned.

4. CONTRACT PRICE:

The full and overall contract price which represents cost for the vehicle spare parts for Fiscal Year 2020/2021 shall be **Two Hundred Forty One Thousand, Two Hundred United States Dollars (US\$241,200.00)** as per allotment received through the Ministry of Finance & Development Planning for the fiscal period.

5. PAYMENT TERMS

(a) The Supplier shall sell all Spare Parts at the "Duty Paid" prices.

(b) The Buyer shall pay the Supplier **within 30 days** after delivery. The Supplier shall issue all invoices in USD on a per invoice basis only.

(c) The Ministry of Finance and Development Planning (MOFDP) is the Government of Liberia institution through which the Supplier will be paid. Final determination and payment will be made to the supplier using the voucher system. Payments may be made in Liberian Dollars or United States Dollars currency. Should the payments be made in Liberian Dollars the exchange rate applicable shall be as per Ministry of Commerce Price circular and the Ministry of Finance Development Planning exchange rate of Liberian Dollars against the United States Dollars at the date of supply.

(d) The vehicle spare parts price may be subject to review by the Ministry of Commerce and Industry. The Supplier shall inform the Buyer in writing each time there is a change of price, enclosing a copy of new Circular.

(e) Should the Buyer issue a long term Purchase Order including delivery schedule longer than 15 days and should price change in between time, the Buyer would be invoiced with the updated price from its date of effect.

6. OBLIGATIONS TO BUYER AND SELLER

(a) The Supplier requests 48-hour notice prior to supply.

(b) The Supplier will guarantee the supply of all Vehicle Spare Parts upon request from the Buyer, and offer maintenance Services on the Vehicles.

(c) The Buyer shall send Purchase Order signed by one of its authorized representatives or scan the signed Purchase Order and send it by Email at uptowngarage2014@gmail.com

(d) The Supplier shall deliver to the Buyer the below listed Vehicle Spare Parts as described more fully in the attached technical specifications marked Appendix – 1 and incorporated herein by reference to form a cogent part of this framework agreement:

7. QUALITY OF THE PRODUCT

The Supplier shall import Vehicle Spare Parts that comply with technical specifications of the Republic of Liberia as is specified by the Ministry of Commerce and Industry upon request of the Buyer; the Supplier shall provide a Certificate of Quality for any importation of Vehicle Spare Parts.

8. REPRESENTATION AND WARRANTIES OF THE PARTIES

(a) The Supplier hereby represents and warrants that it has the professional capacity to supply all goods and related services included in this contract in accordance with the specifications as described more fully in the attached quotation marked Appendix – 1, the quantity and delivery schedule as maybe specified during each requested purchase;

(b) That the prices change by the Supplier for the Vehicle Spare Parts supplied and the related services performed under the contract shall not vary from the prices quoted by the Supplier in its proforma invoiced, with the exception of any price adjustment authorized by the Buyer.

(c) The Supplier hereby grants and agrees to provide a **one (1) month warranty** on each of the vehicle spare parts supplied; and if possible, other related services.

(d) The buyer shall, upon discovery of any damaged or malfunctioning of vehicle spare parts, promptly notify the Supplier of same, and the Supplier shall have both the right to inspect and or verify same, and the obligation to replace any defective parts or remedy and malfunctioning; provided that the Supplier's obligation under this Clause shall exist only during the warranty period.

9. DISPUTE RESOLUTION

All disputes or differences of any kind arises between the Parties in connection with, or arising out of this Contract Agreement, both Parties within Thirty (30) days shall attempt to settle such dispute in the first instance through discussions. The designated representatives of each Party shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such dispute. If the representatives are unable to resolve the dispute within five (5) Business Days, either Party may deliver notice to the other of its intent to submit the dispute to arbitration ("Notice of Arbitration"). The Notice of Arbitration shall include the specific issues concerning the Dispute which must be resolved by arbitration and the arbitration shall be venue in the Commercial Court of Liberia and consistent with the Chapter 7, Title 7 of the Liberia Code of Law Revised (The "Commercial Code of 2010").

10. RECIPROCAL RIGHT CLAUSE:

Should it occur that either party fails to perform one or more of the obligations devolving upon it by virtue of, this Agreement may be terminated in full right, 30 (thirty) days after official notice has been issued by means of a registered letter with acknowledgement of receipt forwarded by the injured party at the discretion of the party with all pending liabilities that is to say, parts supplied or work done settled in the exercise of said right.

11. FORCE MAJEURE:

a) It is also agreed and understood by the parties hereto that in the event of hostilities including civil disturbances, natural disaster or act beyond the control of either party that renders performance under this contract impossible, the party unable to perform shall give notice in writing to the other party as soon as

practicable after the occurrence. Thereafter, the obligations of the parties shall be suspended until the force majeure is abated but for no longer than 60 days. The party giving such notice shall, as far as practicable, remedy such disability with all reasonable dispatch.

b) It is hereby jointly agreed that the party invoking "Force Majeure" shall immediately inform the other party by any means (such as letter, e-mail, etc.); the agreement is only suspended and the duration of the suspension shall be added to the contract duration.

12. EQUITY CLAUSE:

a) Should it arise that during the term of the Agreement covering the supply of Vehicle Spare Parts to the Buyer that the general economic situation deteriorates significantly, or should arise that the economic conditions on the basis of which the Supplier's sales price are calculated, are affected such that the supply operation's profitability is no longer ensured and notably due to unanticipated increases in charges by the Government of Liberia, the Supplier shall convey the fact to the Buyer in writing and thereafter the Buyer and the Supplier will meet in order to find common ground. Failing agreement concerning the new prices, the Supplier shall be entitled to terminate the supply's agreement on the grounds of the Buyer's refusal to accept the price revision.

b) Should it arise that the Buyer fails to raise any objection to the new proposed prices within a time period of one week as of the date upon which notice was issued, the Buyer shall be construed as having accepted the new prices.

13. TERMINATION

It is mutually agreed by both parties that either may terminate this Agreement by giving 30 days' notice.

14. COVER

In the event of failure by the Supplier to deliver the Vehicle Spare Parts within 30 days of a breach, Buyer shall have the option to purchase Vehicle Spare Parts from another source and the Buyer shall recover any additional costs from the Supplier including increased costs associated with obtaining substitute Vehicle Spare Parts from another merchant.

15. NOTIFICATIONS:

All communications forwarded by one of the two Parties to the other Party shall be declared adequate, and in the absence of any evidence to the contrary, shall be construed as having been forwarded to the other Party on the date upon which the communication should have been handed over through normal postal services, electronic mail, courier services and or hand delivery.

Communications should be forwarded to the following addresses either in full or by designation only:

THE SUPPLIER:

Mr. Ansu Bility
Chief Executive Officer (CEO)
UP TOWN GARAGE
Corner of Broad & Nelson Streets
Monrovia, Liberia

THE BUYER:

Hon. Trokon N. Roberts
DIRECTOR
Executive Protection Service
Executive Mansion, Capitol Hill,
Monrovia, Liberia

16. ENTIRE AGREEMENT AND MODIFICATION:

The Parties agree that this Agreement constitutes the total and entire understanding between the Parties and all previous agreements or understanding, whether oral or written are hereby null and void. Any modification to this Agreement must be agreed upon by the parties in writing.

IN WITNESS WHEREOF, THE PARTIES TO THIS CONTRACT HAVE HEREUNTO SET THEIR HANDS AND AFFIXED THEIR SIGNATURES THIS 20th DAY OF November, A.D. 2020

IN THE PRESENCE OF:

For Supplier:


Christian Roberts



Mr. Ansu Bility
Chief Executive Officer
UP TOWN GARAGE

For Buyer:

Patrick Mulbah



Hon. Trokon N. Roberts
DIRECTOR
Executive Protection Service