

Framework Contract for the Supply of Vehicle Spare Parts

Between

General Services Agency (GSA)

And

Africa Motors

FRAMEWORK CONTRACT FOR GOODS (Africa Motors)

This FRAMEWORK CONTRACT is made and entered into this 9th day of December A.D. 2020, between **Africa Motors** represented by and through its General Manager, Mr. **Hassan Wazni** of Capitol bye-pass, Monrovia, hereinafter referred to as the "SUPPLIER" and the General Services Agency (GSA) represented by its Director General, Hon. Mary T. Broh, of UN Drive, Monrovia, Liberia hereinafter referred to as the "BUYER" each "Party" , and together the "Parties" hereby agree as follows:

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WITNESSETH

Whereas, the buyer is desirous of purchasing vehicle spare parts to enhance the full implementation of its statutory mandate and activities in Monrovia and other parts of Liberia; and;

Whereas, the Buyer in keeping with the requirements of the Public Procurement and Concession Act, utilized the National Competitive Bidding process by vetting companies involved in the supply of vehicle spare parts and consequently selected the supplier due to the latter financial and technical capacity to provide the required services; and,

Whereas, the Supplier attests to having the appropriate financial and technical capabilities to provide services as contemplated by the Buyer, and accepts to perform same under Goods/Services contract between the parties.

NOW THEREFORE, the parties, in consideration of their mutual promises and covenants, agree as follows:

1. DEFINITIONS:

In the context of this Agreement, the following words shall have the meaning given hereinafter:

"Agreement" means this supply contract including its recitals, substantive clauses, and any appendices, the provision of which are an integral part of it thereof;

"Contract Period" means the term and agreement as described in clause 4;

"Delivery" means the physical delivery of vehicle spare parts of the Buyer purchased in the order as described in section 2;

"Authorized Representative" means an employee of the Buyer with approval from the Buyer to receive vehicle spare parts on its behalf.

"Order" means any written order for vehicle spare parts issued by the Buyer including by e-mail and confirmed in writing by the Supplier in accordance with and pursuant to the Agreement;

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

"Services" means the sourcing and delivery of vehicle spare parts to the General Services Agency, by the Supplier.

2. TERMS AND CONDITIONS OF SERVICES

The framework agreement is based on **pre agreed unit prices** as offered by the Supplier and accepted by the Buyer for the supply and delivery of vehicle spare parts as contained in the bid documents hereto attached as appendix and incorporated by reference(hereinafter called "the total cost of the agreement").

- 2.1 The Supplier shall issue the Buyer invoices and delivery order for all quantities of **vehicle spare parts** to be delivered to the Buyer upon the submission of an approved Local Purchase Order from the Ministry of Finance and Development Planning; an authorized employee of the Buyer shall take delivery of the **vehicle spare parts**.
- 2.2 The Supplier shall therefore within Twenty-Four (24) hours begin to deliver the services consistent with the invoices and delivery order issued by the Buyer.
- 2.3 Upon the delivery of the services to the Buyer, the Buyer shall automatically become liable and indebted to the Supplier for the value of the services rendered.

3. DURATION OF THE CONTRACT

The agreement shall be for Seven (7) months certain, commencing as of **December 9, 2020** and terminating on **June 30, 2020**, to be renewed only upon the execution of a written agreement of the parties. Any performance beyond the contract period shall not be construed as a renewal of the contract.

4. CONTRACT PRICE AND PAYMENT METHOD

- 4.1 The total price for the service to be rendered by the Supplier and to be paid by the Buyer shall be up to the maximum of **approved purchase order from Ministry of Finance and Development Planning**.
- 4.2 All amount/prices quoted herein are in United States Dollars and should be consistent with prices quoted in the bid documents submitted by the Supplier. They are firm but subject to upward or downward changes in line with **vehicle spare parts** and any other conditions that may affect the materials cost beyond the control of the "Supplier" and as approved by the Ministry of Commerce and Industry (MOCI). Such changes shall be in line with Government approved prices and shall be communicated to the "Buyer" as soon as practicable.
- 4.3 Payment shall be made in favor of **Africa Motors** through its designated officer prior to the issuance of another delivery order by the Supplier to the Buyer. New supply orders shall be subject to the payment of cost for previous supply.

5. TECHNICAL SPECIFICATIONS

The Supplier shall ensure that the Goods and related Services comply with the technical specifications to be provided by the Buyer at the time of purchase which shall be contained in the purchase order signed by the authorized representative of the Buyer; for the avoidance of doubt, all items purchased shall be consistent with the bid documents and the Agreement.

6. WARRANTY

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Agreement.

7. ARBITRATION

In case of any dispute arising out of or relating to this Agreement, the Party raising the dispute shall first serve notice on the other party setting forth the nature of the dispute and requesting that the parties meet to negotiate an amicable settlement. Failing an amicable settlement, all disputes arising from this agreement or related thereto shall be finally settled through Arbitration in accordance with the laws governing Arbitration in the Republic of Liberia.

8. TERMINATION

It is mutually agreed by both parties that either party may terminate the Agreement by giving thirty (30) days' notice to the other, subject however to whatever rights have accrued by virtue of the delivery and receipt of the **vehicle spare parts**. In the event of failure by **Africa Motors** to deliver the **vehicle spare parts** when due or within 7 days thereafter, the buyer shall have the option to purchase the **vehicle spare parts** from another source and the buyer shall have the right to recover any additional cost incurred from the supplier including increased costs associated with obtaining the **vehicle spare parts**.

9. MODIFICATION

This agreement constitutes the total and entire understanding between the parties and all previous agreements or understandings, whether oral or written are hereby merged and incorporated into this agreement. Any modification to this agreement must be agreed upon by the parties in writing.

10. NOTIFICATION

All communications and notices under this agreement shall be sent to either party at the following addresses in writing and sent by mail or hand delivery.

FOR Supplier

Mr. Hassan Wazni
General Manager
Africa Motors
Monrovia, Liberia

FOR GSA

Hon. Mary T. Broh
Director General
General Services Agency

Monrovia, Liberia

11. GOVERNING LAW

This contract shall be governed by the laws of the Republic of Liberia.

12. BINDING CLAUSE

This agreement is binding on the parties hereto, their successors in business, legal representative and assigns as if they were specifically mentioned herein.

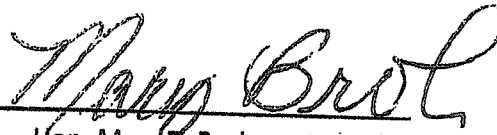
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Liberia on the day, month and year indicated above.

For and on behalf of the purchaser (GENERAL SERVICES AGENCY)

REPRESENTED BY:



WITNESS



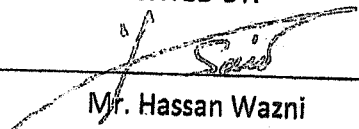
Hon. Mary T. Broh
Director General

For and on behalf of the Supplier (Africa Motors)



WITNESS

REPRESENTED BY:



Mr. Hassan Wazni
GENERAL MANAGER