

MONTSERRADO COUNTY)  
REPUBLIC OF LIBERIA )

**CONTRACT FOR PURCHASE AND SUPPLY OF  
THIRTY SIX (36) MOTOR VEHICLES (TRANSPORTATION EQUIPMENT)  
IN SEVEN LOTS (IFB No. LNP/CB/RB/001-007/2022)**

This Purchase and Supply Contract for the procurement of Motor Vehicles is made and entered into this 24<sup>th</sup> day of April A.D. 2022, by and between GBK MOTORS, a corporation duly organized and registered in Liberia, represented by its Managing Director, Mr. Bilal H. Ibrahim (hereinafter known and referred to as "SELLER") and the Government of Liberia, through the Liberia National Police, represented by its Inspector General of Police, Hon. Patrick T. Sudue, the Minister of Finance, Hon. Samuel D. Tweah, Jr. and attested to by the Minister of Justice, Hon. Frank Musah Dean, Jr. (hereinafter known and referred to as "BUYER"). SELLER and BUYER are hereinafter referred to individually as "PARTY" and collectively as the "PARTIES", and do hereby,

**WITNESSETH:**

WHEREAS the BUYER wishes to purchase Thirty-Six (36) Motor Vehicles (in Seven (7) Lots) through the Government of Liberia established and approved purchasing procedures;

WHEREAS, BUYER, in keeping with the requirements of the Public Procurement and Concessions Act, utilized the Restricted Bidding Method of Procurement and consequently selected SELLER due to the fact that SELLER has the requisite capacity, ability, facility, means, experience and expertise to supply the needed quality and quantity of the desired Motor Vehicles (in Seven (7) separate Lots as detail in the Tender Submitted

WHEREAS, SELLER has agreed to provide such quality and quantity of the desired Motor Vehicles as specified in tender to the BUYER on the terms and conditions set forth in this Contract, in consonance with the specifications and quotation attached, and;

WHEREAS, BUYER is executing this contract with SELLER in reliance on SELLER's undertaking to deliver the requisite Motor Vehicles in accordance with this Contract;

NOW, THEREFORE, for and in consideration of the covenants, promises and obligations herein contained and for other good and valuable considerations, legally binding, the Parties hereby agree as follows:

**I. AWARD AND DURATION**

The BUYER agrees to and herewith award the Contract to the SELLER for the purchase of Motor Vehicles ("Goods") on the terms and conditions set out in this Contract and in the specification and quotation attached. This Sale and Purchase Contract shall commence as of the effective date and expire within ninety (90) days upon signing thereof.

**II. CONTRACT PRICE**

The total contract price for these Vehicles as defined in Annex I of this contract is One Million Three Hundred Forty-Two Thousand Seven Hundred United States Dollars (US\$1,342,700.00).

**III. PAYMENT TERMS**

The BUYER shall pay in advance to the SELLER the amount of One Million Three Hundred Forty-Two Thousand Seven Hundred United States Dollars (US\$1,342,700.00); it being understood and agreed as 100% payment prior to full delivery and acceptance by the BUYER (LNP) as approved and allotted by the Ministry of Finance and Development Planning towards the Purchase of Motor Vehicles to the Liberia National Police for this 2022 financial period.

"SELLER" shall be required to provide BUYER the following before the advance payment is made.

- Performance Bond in Bank Guarantee form from a satisfied Reputable Bank in Liberia;
- Advance Payment Guarantee through a satisfied Reputable Bank in Liberia.

#### IV. DELIVERY

1. The SELLER shall receive the Vehicle on duty-free privilege at port of entry and the BUYER shall collect said vehicles from the SELLER's premises at its office located in Sayon Town brand new vehicles in good condition and considering this contract warranty clauses.

2. That the SELLER shall supply and deliver these VEHICLES within THIRTY (30) business days upon receipt of payment from the buyer.

#### V. WARRANTY

It is understood that the Seller has agreed to these warranty clauses of the contract:

- These vehicles remain under Warranty of 2 years.
- The SUPPLIER guarantees to remedy all factory defects and communicate remedy time, and that any other default(s) that are not factory related will be remedy by the BUYER.
- The SUPPLIER agrees that if the defect related to factory defects are not remedy/persist after a repeated attempt, SUPPLIER shall provide the BUYER with vehicle of same or equal value or provide a full refund of the purchase price of the defected vehicle.

#### VI. DEFAULT

The following shall constitute events of default on the part the SELLER:

- The failure, refusal or neglect of the SELLER to timely and/or efficiently perform any obligation under this contract, in accordance with both the payment and delivery requirements, as stipulated in this Contract.
- SELLER's inability to perform any obligation under this Contract on account of his lack of capacity, facility, knowledge and expertise.

Sole in the case of Force Majeure as defined in this contract, any such default shall be communicated at least within five (5) business days after BUYER gives written notice to SELLER that a default has occurred.

In BUYER's sole discretion, and dependent on the gravity of the default, SELLER may be given a longer period of time to cure any existing default, provided that such period of time is specified in the written notice from BUYER.

The following shall constitute events of default by BUYER:

- The failure or refusal by BUYER to timely perform any obligation under this Contract.
- The failure, refusal or neglect by BUYER to pay any amount(s) owed hereunder to SELLER following a written notice from SELLER that such amount(s) is/are due.

Failure on the part of either Party to perform in accordance with the details of this contract shall make said Party legally liable as mutually agreed upon in this contract.

#### VII. EQUITY CLAUSE

should it arise that during the term of the Agreement that the general economic situation has changed significantly, or should it arise that the economic conditions on the basis of which the SELLER's sales price as calculated are affected such that the SELLER profitability is no longer guaranteed, the SELLER shall convey the fact to the BUYER in writing and thereafter the BUYER and the SELLER shall agree in order to find a solution.

Should it arise that the BUYER fails to raise any objection to the new proposed price/s within a time period of two (2) weeks as of the date upon which notice is issued, the SELLER shall be construed as having accepted the new prices.

#### VIII. FORCE MAJEURE

It is also agreed and understood by the Parties hereto that in the event of hostilities including civil disturbances, natural disaster or other acts of God beyond the control of either party that renders performance under this Agreement impossible, the party unable to perform shall give notice in writing to the other party as soon as practicable upon the occurrence. Thereafter, the obligations of the parties shall be suspended until the force majeure is cure but for no longer than 60 days. The party giving such notice shall, as far as practicable, remedy such disability with all reasonable dispatch if the event of force majeure is confined to the party giving notice.

#### IX. INDEMNIFICATION

The Parties shall indemnify each other against direct loss or damages for all reasonable costs, attorney's fees and expenses arising from any actions, suit and claims occasioned by the non-performance of the obligations under this contract, as well as the willful misconduct of the parties.

#### X. MODIFICATION

The Parties hereby agree that this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto.

#### XI. DISPUTE RESOLUTION

Any dispute growing out of this Contract shall first be mediated and, if a resolution is not arrived at, then the option of litigation may be pursued.

#### XII. GOVERNING LAW

This contract shall be governed, construed and interpreted by, through and under the Laws of the Republic of Liberia.

#### XIII. CONFIDENTIALITY

BUYER's confidential information shall be held confidential indefinitely by SELLER. SELLER hereby covenants not to disclose said information to any third party without the prior written consent of the BUYER. The SELLER shall, upon the signing of this contract, refrain from any and all disclosures that may otherwise affect this Purchase and supply contract. Any disclosure may be defined as default leading to termination.

#### XIV. ENTIRE AGREEMENT

This Contract and the Exhibits attached thereto constitute the entire agreement between the Parties with respect to its subject matter. All prior contracts, proposals, representation, negotiations and understandings, either orally or in writing being hereby superseded.

#### XV. BINDING EFFECT

The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.


IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their signatures or caused their authorized representatives to set their hands and affix their signatures on the date, month and year first above written to avail wherever, whenever and to whomever these presents shall come.


IN WITNESS WHEREOF THE PARTIES HAVE  
AFFIXED THEIR

SIGNATURES ON THIS


\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2022


IN PRESENCE OF: FOR THE SELLER:  
GBK MOTORS LIBERIA INC.


  
Mr. Bilal H. Ibrahim  
Managing Director  
GBK Motors Liberia Inc


  
WITNESS

FOR THE BUYER:  
LIBERIA NATIONAL POLICE

  
Hon. Patrick T. Sudue  
Inspector General of Police  
Republic of Liberia

  
WITNESS

  
Hon. Samuel D. Tweah, Jr.  
Minister  
Ministry of Finance & Development Planning

  
Hon. Frank Musah Dean, Jr.  
Minister of Justice