

(REPUBLIC OF LIBERIA)
(MONTERRADO COUNTY)

VEHICLE SUPPLY CONTRACT

This **VEHICLE SUPPLY CONTRACT** made and entered into this 8th day of February A. D. 2021 by and between the **Liberia Petroleum Refining Company (LPRC)** represented by its Managing Director, Hon. Marie Urey Coleman, here in after known and referred to as Company and **AFRICA MOTORS CORPORATION**, represented by its General Manager, Mr. Kamal Chandwaney of the City of Monrovia herein after referred to as a Contractor.

WITNESSETH

WHEREAS, the LPRC Board of Directors approved in the 2020/2021 Fiscal Budget funds for procurement of purchase of Vehicles at its Product Storage Terminal (PST) facilities;

WHEREAS, the Procurement Unit conducted a National Competitive Bidding process for purchase of Vehicle (**IFB No. LPRC/RB/001/2021**) consistent with section 50 & 51 of the PPC Act and approved Procurement Plan for 2020/2021 and an Evaluation Panel was set up to evaluate the bids received consistent with Section 30 of the PPC Act;

WHEREAS, a Bid Evaluation Panel evaluated the bids received and submitted its report to the Procurement Committee and recommended **AFRICA MOTORS CORPORATION** for contract awarded as responsive bidder for the purchase of Vehicles;

WHEREAS; the Procurement Committee reviewed and endorsed the recommendation of the Bid Evaluation Panel to award the contract to the **AFRICA MOTORS CORPORATION**;

WHEREAS, the existing conditions requirement, term and conditions have been under consideration and negotiation between the Company (LPRC) and **AFRICA MOTORS CORPORATION** is found acceptable to both the Company and the Contractor.

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NOW, THEREFORE, with a view to realizing and putting into effect this instrument for the aforesaid **AFRICA MOTORS CORPORATION**, the parties covenant and mutually agree to the following terms and conditions;

1. That the LPRC Vehicle Supply Contract (**IFB No. LPRC/RB/001/2021**) be awarded to Africa Motors Corporation (Lot # 1 & Lot # 2).
2. That the vehicles to be supplied (Toyota Coaster Bus-30-seater & Toyota Fortuner) shall conform to the quantities and specifications as indicated in the bidding document (**IFB No. LPRC RB/001/2021**) as indicated below:

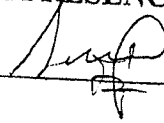
No.	Description of Goods	Qty	
1.	Toyota coaster Bus-30- seater	1	Model 2020/2021; Engine Power 4.2 liter, 6 cylinder, Diesel, Manual Transmission, FM/AM Radio Window Defogger and wiper, Mud Guard, Roof Ventilator, Digital Clock, Central auto folding Door, Power System and Color/Type-White
2.	Toyota Fortuner	1	3.0L Turbo Gasoline; Engine: Automatic

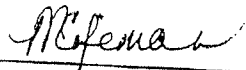
				Transmission; Power steering-tilt Steering, Auto Air-conditioning; Multi Media LCD screen; Leather Seats, Dual Airbag, Alloy wheels; Remote power door; Engine immobilizer; Steering wheel with controls; Radio CD Mp3+ Bluetooth; Window Defogger; Mud Guards; Side power Mirror Blinkers; Front fog lights sunroof; color: Gray Model: 2020/2021
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3. That it is mutually agreed by the Parties that Africa Motors Corporation, shall supply one (1) Toyota Coaster Bus-30 and one (1) Toyota Fortuner to meet the required specification offered. The delivery terms are 6-8 weeks from order (Subject to shipping schedule changes), as it was specified in the quotation.
4. It is mutually understood and agreed by the Parties hereto that the Procurement and Maintenance Departments of LPRC are hereby designated to supervise and inspect the Vehicle in order to ensure that the vehicles are correct and certified in accordance with the IFB No. LPRC/RB/001/2021. In the event any portion of the goods does not conform to the requirement of the Contract, it shall be corrected by the Contractor immediately on its discovery.
5. That the Vehicles shall be subject to inspection. The Company through the Procurement and Maintenance Departments shall have the right to reject defective vehicles and request their replacement or correction. Rejected vehicles shall be replaced to the satisfaction of the Company and without any charge to the Company.
6. It is further agreed that vehicle shall be delivered within sixty (60) days immediately upon the signing of this Agreement.
7. LPRC reserve the right to terminate this agreement if the Contractor is found to be in any breach of provision of the agreement without prior notice.
8. That for and in consideration of the one (1) Toyota Coaster Bus-30 and one (1) Toyota Fortuner to be supplied by the Contractor, LPRC shall pay or cause to be paid to the Contractor the full and complete amount of One Hundred and Thirty Thousand-Five Hundred United States Dollars (US\$130,500.00) after acceptance, certification, inspection & delivery but certainly not more than five working days.
9. The Contractor agrees and guarantees that a warranty of two (2) years or 50,000 kms whichever comes first limited manufacturer. The first service labor charges are free which is at 1000 kms
10. There are no promises, terms condition or obligations other than those contained herein. This agreement supersedes all previous communications, representations, agreements, negotiations or understanding either verbal or written between the Parties hereto. The terms and condition of this Contract shall be binding on the Parties hereto, their legal representatives, assigns, successors-in- business and interest as if they were specifically named herein.

IN WITNESS WHEREOF, the Parties have set their Hands and affixed their signatures to this Instrument in the City of Monrovia, Republic of Liberia this 0th day of February A.D. 2021.


IN THE PRESENCE OF: FOR: THE LIBERIA PETROLEUM REFINING COMPANY




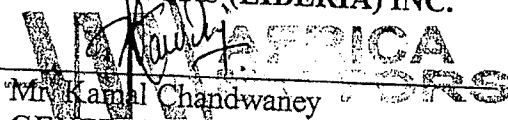


Hon. Marie Urey Coleman
MANAGING DIRECTOR

FOR:



AFRICA MOTORS (LIBERIA) INC.



Mr. Kamal Chandwaney
GENERAL MANAGER