

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

VEHICLE SUPPLY CONTRACT

This **VEHICLE SUPPLY CONTRACT** made and entered into this ____ 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 **CACTUS MOTOR INC.**, represented by its General Manager, Mr. Rabih Barbar 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 Vehicle 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 **CACTUS MOTOR INC.** for contract awarded as responsive bidder for the purchase of Vehicle (Pickup);

WHEREAS; the Procurement Committee reviewed and endorsed the recommendation of the Bid Evaluation Panel to award the contract to the **CACTUS MOTOR INC.**;

WHEREAS, the existing conditions requirement, term and conditions have been under consideration and negotiation between the Company (LPRC) and **CACTUS MOTOR INC.** 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 **CACTUS MOTOR INC.**, 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 Cactus Motor Inc.
2. That the Isuzu 4x4 Double Cabin Diesel Automatic Pickup shall confirm to the quantities and specifications as indicated in the bidding document (**IFB No. RB/001/2021**) as indicated below:

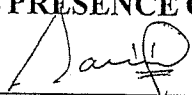
Item Description	Main Features	Specification
4x4 ISUZU Double Cabin Pickup	Engine	Diesel Engine
	Transmission	Automatic/ manual Transmission
	Comfort	Comfort
	Airbag	Airbag
	Suspension	Front-coil suspension, Rear Leaf Spring
	Security	Central Locking System
	Tires	255/60R18
	Seating	6 Persons
	Color	white
		Triangle, Fire Extinguishers
	Warranty	3 years

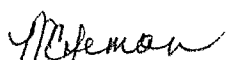
3. That it is mutually agreed by the Parties that Cactus Motors Company shall supply two (2) Units of Isuzu 4x4 Double Cabin Diesel Automatic Pickup to meet the required specification offered and three (3) Units of the Isuzu 4x4 Double Cabin Diesel Manual Transmission Pickup to meet the required specification.
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 and its equipment are correct and certify in accordance with the IFB No. LPRC/RB/001/2021. In the event any portion of the goods do not conform to the requirement of the Contract, it shall be corrected by the Contractor immediately on its discovery.
5. That the Vehicle 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 the vehicle 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 Vehicles 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 Eighty-One Thousand-Eight Hundred-Fifty United States Dollars (US\$181,850.00) after delivery, inspection, certification and acceptance. Each manual transmission vehicle will cost Thirty-One Thousand -Nine Hundred-Fifty United States Dollars (US\$31,950.00) and Forty-Three Thousand United States Dollars (US\$43,000.00) for each automatic transmission Pickup.
9. The Contractor agreed and guaranteed that a warranty of three (3) years is granted until any technical or mechanical inconvenience is experienced and the first two services will be conducted free including oil and filters change.
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 ____ day of February A.D. 2021.

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





Hon. Marie Urey Coleman
MANAGING DIRECTOR

FOR:

CACTOR MOTORS INC.



Mr. Rabih Barbar
GENERAL MANAGER