

(REPUBLIC OF LIBERIA  
MONTERRADO COUNTY)

AGREEMENT FOR THE SUPPLY OF VEHICLES SPARE PARTS

The Agreement made and entered in this <sup>14th</sup> day of October, 2021, by the Liberia Water & Sewer Corporation (LWSC) represented by and through its **Managing Director, Duannah A. Kamara** of the City of Monrovia, Montserrado County, Republic of Liberia, hereinafter referred to as the **BUYER** and **Auto Run General Spare Parts** organized and existing under the laws of the Republic of Liberia, represented by its **General Manager, Makram Saah** also of the City of Monrovia, Montserrado County, Republic of Liberia, hereinafter referred to as **SUPPLIER**, hereby:

**WITNESSETH:**

WHEREAS, the Liberia Water & Sewer Corporation (**BUYER**) is in need of reliable supplier to supply **vehicles spare parts** to be used in the performance of its statutory functions, which includes the provision of safe drinking water to the residents of Monrovia and eventually the entire country with contract number **IFB No.: LWSC/NCB/008/ 21/21**; and

WHEREAS, the **BUYER** through the National Competitive Bidding process sought to identify a suitable supplier with the requisite know-how and experience, as per bid requirement to deliver, upon request or immediately the needed **vehicles spare parts** as indicated in the bidding documents which shall form a cogent part of this Agreement; and

WHEREAS, the **BUYER**, in keeping with the requirements of the Public Procurement Concessions Act, invited Tenders for certain goods, viz., supply of **vehicles spare parts**; and has accepted a Tender by the Supplier for the supply of those goods; and

WHEREAS, **Auto Run General Spare Parts**, (**SUPPLIER**), a Lebanese Corporation, registered under the Liberian Corporation Laws and having its registered office Randall Street, Monrovia, Liberia participated in the bidding process by submitting **Bid**; and

WHEREAS, following careful and thorough analysis of all bids submitted for the supply of **vehicles spare parts**, the **SUPPLIER** was selected as the most suitable entity to supply the needed quantity and quality of **vehicles spare parts**; and

WHEREAS, the **SUPPLIER** has agreed to provide the required goods upon terms and conditions agree upon;

NOW THEREFORE, with the view of realizing and putting into effect the agreement for the procurement and supply of the required quantity and quality of **vehicles spare parts**, the parties hereto covenant and mutually agree to the following terms and conditions:

**ARTICLE I- THE AWARD**

The **BUYER** agreed to award to the supplier, this contract to supply **vehicles spare parts** as stated in this Agreement, "LWSC's specifications are made a part hereof by reference".

**ARTICLE II-ACCEPTANCE**

The supplier realizing and cognizant of the urgent needs and requirements the **BUYER** hereby accept, agree, and covenant to supply the required quantities and quality of **vehicles spare parts** as per the specifications stipulated in the Bidding Documents.

VEHICLE BRAND	SPECIFICATION	QTY	UNIT	U/P	T/ P	C/NC
				Auto Run		
HILUX	Fuel filter	7	pcs	25	175.00	C
	Oil filter	7	pcs	20	140.00	C
	Front brake pad	5	pcs	70	350.00	C
	Rear brake shoe	5	pcs	75	375.00	C
	Air filter	5	pcs	55	275.00	C
	Wheel bearing	5	pcs	25	125.00	C
	U-joint	5	pcs	55	275.00	C
	Fan belt	2	pcs	25	50.00	C
	Glow plug	4	pcs	20	80.00	C
	Battery(66ah)	1	pcs	95	95.00	C
	Priming pump black	1	pcs	45	45.00	C
	Fuel filter	5	pcs	25	125.00	C
	Oil filter	5	pcs	20	100.00	C
	Front brake pad	5	pcs	70	350.00	C
	Rear brake shoe	5	pcs	75	375.00	C
	Air filter	7	pcs	55	385.00	C
	Tyre 205/80R16	5	pcs	175	875.00	C
	Wheel bearing	1	pcs	25	25.00	C
	U-joint	2	pcs	55	110.00	C
	Fan belt	4	pcs	25	100.00	C
	Glow plug	2	pcs	20	40.00	C
	Battery(66ah)	1	pcs	95	95.00	C
	Priming pump	4	pcs	75	300.00	C
NAVARA	Fuel filter	5	pcs	15	75.00	C
	Oil filter	5	pcs	10	50.00	C
	Front brake pad	5	set	45	225.00	C
	Rear brake shoe	5	set	45	225.00	C
	Tyre 205/80/R16	5	pcs	175	875.00	C
	Tie rod end	5	set	25	125.00	C
	Upper ball joint	4	pcs	25	100.00	C
	Lower ball joint	9	pcs	25	225.00	C
	Front wheel bearing	11	pcs	15	165.00	C
	Back wheel bearing	7	pcs	15	105.00	C
	Fuel water seperation	7	pcs	15	105.00	C
	Fan belt	9	pcs	15	135.00	C
	Glow plug	5	pcs	10	50.00	C
	Battery (66Ah)	1	pcs	95	95.00	C
	Priming Pump	3	pcs	45	135.00	C
PATROL	Oil filter	8	pcs	20	160.00	C
	Air filter	8	pcs	60	480.00	C
	Fuel filter	8	pcs	25	200.00	C
	Front brake pad	4	set	70	280.00	C
	Back brake shoe	4	set	75	300.00	C
	Tyre 265/75R16	5	pcs	220	1,100.00	C
	Fan belt	4	pcs	15	60.00	C
	Glow plug	2	pcs	20	40.00	C
	Battery (66Ah)	1	pc	95	95.00	C
	Priming Pump	4	pcs	45	180.00	C
DUSTER	Oil filter	5	pcs	15	75.00	C
	Air filter	5	pcs	65	325.00	C
	Spark plugs	6	pcs	10	60.00	C
	Front brake pad	3	set	65	195.00	C
	Back brake shoe	3	set	75	225.00	C

L/C	Oil filter	7	pcs	25	175.00	C
	Fuel filter	7	pcs	35	245.00	C
	Air filter	5	pcs	65	325.00	C
	Front brake pad	3	set	70	210.00	C
	Back brake shoe	3	set	75	225.00	C
	Tyre 7.50/R16LT	5	pcs	225	1,125.00	C
	Fan belt	5	pcs	15	75.00	C
	Glow plug	5	pcs	20	100.00	C
	Battery(66Ah)	2	pcs	95	190.00	C
	Priming Pump	2	pcs	65	130.00	C
RANGER	Fuel filter	3	pcs	35	105.00	C
	Oil filter	3	pcs	25	75.00	C
	Air filter	3	pcs	65	195.00	C
	Front brake pad	3	set	90	270.00	C
	Back brake shoe	3	set	90	270.00	C
	Tyre 245/75R16	3	pcs	200	600.00	C
	Fan belt	2	pcs	15	30.00	C
	Glow plug	3	pcs	20	60.00	C
	Battery(66Ah)	1	pcs	95	95.00	C
	Priming Pump	1	pcs	75	75.00	C
RANGER	Oil filter element	5	pcs	25	125.00	C
	Fuel filter element	5	pcs	35	175.00	C
	Air filter element	5	pcs	65	325.00	C
	Front brake pad	4	set	70	280.00	C
	Back brake shoe	4	set	75	300.00	C
	Tyre(235/70R16)	3	pcs	125	375.00	C
	Fan belt	4	pcs	15	60.00	C
	Glow plug	5	pcs	20	100.00	C
	Battery(66Ah)	1	pc	95	95.00	C
Hard Body	Oil filter	3	pcs	20	60.00	C
	Fuel filter	3	pcs	25	75.00	C
	Front brake pad	5	set	65	325.00	C
	Rear brake shoe	3	set	65	195.00	C
	Tyre 235/70R16	3	pcs	125	375.00	C
	Tie rod end	5	set	75	375.00	C
	Upper ball joint	3	pcs	35	105.00	C
	Lower ball joint	3	pcs	35	105.00	C
	Front wheel bearing	3	pcs	30	90.00	C
	Back wheel bearing	2	pcs	30	60.00	C

Mercedes	Tire 11R22.5	1	pc	340	340.00	C
Sterling	Oil Filter	7	pcs	45	315.00	C
	Fuel Oil Filter	7	pcs	45	315.00	C
	Fuel Water Separartor	7	pcs	45	315.00	C
	Tire 11R22.5	1	pcs	340	340.00	C
frightliner	Tire 11R22.5	2	pcs	340	680.00	C
Renult	Tire 13R22.5	1	pcs	370	370.00	C
Iveco	Tire 315/80R22.5	1	pc	340	340.00	C
Man	Tire 315/80R22.5	1	pc	340	340.00	C
	Tire 235/65R16	1	pc	125	125.00	C
RENAULT	Air filter	4	pcs	45	180.00	C
	Fuel filter	4	pcs	25	100.00	C
	Oil filter	4	pcs	15	60.00	C
	Front brake pad	1	set	45	45.00	C
	Back brake shoe	1	set	45	45.00	C
Prado	Air filter	4	pcs	55	220.00	C
	Fuel filter	4	pcs	35	140.00	C
	Oil filter	4	pcs	25	100.00	C
	Front brake pad	1	pcs	90	90.00	C
	Back brake shoe	1	pcs	90	90.00	C
Faw Mini Truck	Fuel filter large	17	pcs	50	850.00	C
	Fuel filter small	17	pcs	50	850.00	C
	Oil filter	33	pcs	25	825.00	C
	Brake Pad	5	set	45	225.00	C
	Brake Shoe	5	set	45	225.00	C
<b>TOTAL</b>					<b>27,530.00</b>	

### ARTICLE III - PRODUCT DELIVERY

The SUPPLIER shall source, supply and deliver the **vehicles spare parts** to the Buyer place of business in Fiamah as an agreed upon by the Parties.

### ARTICLE IV- PAYMENT TERM

It is mutually agreed and understood by the parties that the contract value herein awarded is based on the total amount **US\$ 27,530 (Twenty-Seven Thousand Five Hundred Thirty United States Dollars)**, or its equivalent in Liberian Dollars (LD); as quoted by the Supplier and above indicated quantities, which include costs, and other charges that may be imposed by the Government of the Republic of Liberia;

- LWSC shall undertake to pay an initial 50% of the amount of every Purchase Order to the supplier before supplies can be made and the balance shall be paid one week after the delivery based on the unit cost and quantities requested by Purchaser.
- The supplier agrees to deliver the **vehicles spare parts** immediately upon the request by the purchaser.

#### ARTICLE V- CONTRACT PERIOD

The Agreement shall be for a period of Three (3) months, commencing as of October, 2021 and up to December, 2021.

#### ARTICLE VI-COMMUNICATION

All notices, demands, instructions, proposals emanating from the BUYER to the supplier under the terms of the Agreement shall be in writing and under the signature of the Managing Director or a duly authorized representative of the BUYER. All notices, demands, proposals, and claims emanating from the SUPPLIER to the BUYER under the terms of the Agreement shall be in writing and under the signature of its General Manager or a duly authorized representative.

#### ARTICLE VII-RESOLUTION OF DISPUTES

If any dispute or difference of any kind (a Dispute") arises between the BUYER and the Supplier in connection with, or arising out of this Agreement, the both within thirty (30) days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of the BUYER and the Supplier 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, the Dispute shall be referred within two (2) Business Days of the elapse of the five (5) Business Days to the designated representatives of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the designated representatives for BOTH have had at least five (5) Business Days to resolve the Dispute following referral of the Dispute to them. If the parties are unable to resolve the Dispute using the procedure described in this section, either party may deliver notice to the other party of its intent to submit the Dispute to arbitration ("Arbitration Notice"). The Arbitration Notice shall include the specific issues concerning the Dispute that must be resolved by the arbitration.

#### ARTICLE VIII-PROVISIONS FOR DEFAULT AND TERMINATION

In the event, the Supplier defaults in the supply of the **vehicles spare parts** as required under the terms and conditions stipulated in the contract: the supplier on a weekly basis will forfeit **0.5%** of his **Performance Bond**. If this delay persists for not only a period of one (1) week but exceeding two (2) weeks the contract will be terminated and the forfeiture of the Performance Security by the Supplier.

In the event of Force Majeure, an agreement of termination should come into force at the acquiescence of both parties as long as such event (s) persists.

#### ARTICLE IX: OTHER PROVISIONS

Amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both parties.

All notices and other communications (collectively "Notices") required or permitted under this Agreement shall be in writing and shall be given to each party at its address. All Notices shall be (i) delivered personally or (ii) sent by electronic mail.

Governing Laws "This Agreement is executed in Liberia and the Laws of the Republic of Liberia shall govern its interpretation and effect".

#### ARTICLE X - BINDING CLAUSE

This contract is binding on the parties hereto, their successor in business, legal representatives, and assigns as if they were specifically mentioned herein.

"IN WITNESS WHEREOF, THE PARTIES have executed this Agreement at the City of Monrovia, Republic of Liberia, on the day and year first above written.

IN THE PRESENCE OF:

FOR: LIBERIA WATER AND SEWER CORPORATION

(BUYER)

N. C. Payne

BY: \_\_\_\_\_

Hon. Duannah A. Kamara  
MANAGING DIRECTOR

OFFICE OF THE MANAGING DIRECTOR

FOR:

AUTO RUN GENERAL SPARE PARTS

(SUPPLIER)

Christiana Blay

BY: \_\_\_\_\_

Makram Saah  
(GENERAL MANAGER)

**AUTO RUN**  
GENERAL SPARE PARTS