

(REPUBLIC OF LIBERIA
MONTERRADO COUNTY)

AGREEMENT FOR THE SUPPLY OF VEHICLES SPARE PARTS & TIRES

The Agreement made and entered in this day of October 2019, 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 **Obi Standard Auto Service** organized and existing under the laws of the Republic of Liberia, represented by its **General Manager, Richard Ikediobi** also of the City of Monrovia, Montserrado County, Republic of Liberia, hereinafter referred to as **SUPPLIER**, hereby:

WITNESSETH:

WHEREAS, the **Liberia Water & Sewer Corporation** in the performance of its statutory functions, which includes the Supply safe drinking water to the residents of Monrovia and eventually the entire Country is in need of a reliable supply of Vehicles Spare Parts for her Operations.

WHEREAS, **BUYER**, in keeping with the requirements of the Public Procurement and Concessions Act, is utilizing the National Competitive Bidding process and consequently has selected **SUPPLIER** due to the fact that the **SUPPLIER** is engage in the business Supply of Vehicle Spare Parts.

WHEREAS, **SUPPLIER** has agreed to provide the required services upon terms and conditions to be mutually agreed upon,

WHEREAS, **BUYER** is willing to enter into this Contract with **SUPPLIER** in reliance of **SUPPLIER**'s undertaking to deliver the requisite supply of vehicles spare Parts for the repair of **Liberia Water & Sewer Corporation** vehicles upon request in accordance with this Contract; and

WHEREAS, the conditions, requirements, terms of specifications all required Vehicles Spare Parts have been under consideration as indicated in the contract per the request of the **BUYER**;

NOW THEREFORE, with the view of realizing and putting into effect the agreement for the Procurement and supply of the required quantities and Qualities of vehicle spare parts, the both parties hereto covenant agree for the following terms and conditions:

ARTICLE I - AWARD

The **Liberia Water and Sewer Corporation** agree to award to the **SUPPLIER** this contract for the supply of Vehicle Spare Parts

TECHNICAL SPECIFICATIONS

VEHICLE TYPE	BRAND	MODEL	SPECIFICATIONS	QUANTITY	UNIT	Unit Price
4x4 Pickup Double Cabin	Toyota	Hilux	Fuel filter	112	pcs	20
			Oil filter	112	pcs	20
			Front brake pad	84	pcs	45
			Rear brake shoe	84	pcs	60
			Air filter	112	pcs	60
			Wheel bearing	14	pcs	80
			U-joint	14	pcs	40
			Fan belt	7	pcs	15
			Glow plug	12	pcs	15
			Battery(66ah)	7	pcs	110
			Priming pump	4	pcs	80
			Tires 31 x10.50 R15	32	pcs	230

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				Clutch Disc	20	pcs	80
4x4 Pickup Double Cabin	Nissan		Navara	Fuel filter	32	pcs	20
				Oil filter	32	pcs	20
				Front brake pad	24	sets	45
				Rear brake shoe	24	sets	60
				Tyre 205/80/R16	32	pcs	230
				Tie rod end	48	sets	30
				Upper ball joint	48	pcs	30
				Lower ball joint	48	pcs	30
				Front wheel bearing	64	pcs	80
				Back wheel bearing	32	pcs	100
				Fuel water seperation	32	pcs	15
				Fan belt	36	pcs	15
				Glow plug	16	pcs	15
				Battery (66Ah)	2	pcs	110
				Priming Pump	8	pcs	80
4x4 Hardtop Type	Nissan		Patrol	Oil filter	24	pcs	20
				Air filter	24	pcs	50
				Fuel filter	24	pcs	20
				Front brake pad	12	sets	50
				Back brake shoe	12	sets	60
				Tyre 265/175R16	16	pcs	250
				Fan belt	12	pcs	15
				Glow plug	6	pcs	15
				Battery (66Ah)	1	pc	110
				Priming Pump	12	pcs	80
				Wheel Bearing	10	pcs	40
				Clutch Disc	4	pcs	80
4x4 Hardtop Type	Renault		Duster	Oil filter	24	pcs	20
				Air filter	24	pcs	50
				Spark plugs	64	pcs	5
				Front brake pad	12	sets	40
				Back brake shoe	12	sets	50
				Tyre 215/60R16	16	pcs	215
				Fan belt	12	pcs	15
				Battery 66Ah)	1	pc	110
				Fuel pump assy	1	pc	50
				Upper Clutch Cylinder	1	Pc	45
				Clutch Disc	1	pc	80
4x4 Pickup Single Cabin	Toypta		Land cruiser	Oil filter	80	pcs	20
				Fuel filter	80	pcs	40
				Air filter	15	pcs	60
				Front brake pad	15	set	50
				Clutch Disc	4	pcs	100
				Wheel Bearing	12	pcs	35
4x4 Hardtop Type	Toyota		Land cruiser	Back brake shoe	60	sets	60
				Tyre 7.50/R16LT	20	pcs	230
				Fan belt	15	pcs	15
				Glow plug	15	pcs	15
				Battery(66Ah)	5	pcs	110
				Priming Pump	6	pcs	80

4x4 Pickup Double Cabin	Ford	Ranger	Fuel filter	20	pcs	30
			Oil filter	20	pcs	20
			Air filter	20	pcs	60
			Front brake pad	6	set	45
			Back brake shoe	6	set	60
			Tyre 245/75R16	8	pcs	230
			Fan belt	3	pcs	15
			Glow plug	8	pcs	15
			Battery (66Ah)	2	pc	110
			Priming Pump	2	pcs	80
			Injector Nozzle	8	pcs	100
4x4 Pickup Double Cabin	Nissan	Hardbody	Oil filter	160	pcs	20
			Fuel filter	160	pcs	20
			Front brake pad	90	set	45
			Rear brake shoe	90	set	60
			Tyre 235/70R16	40	pcs	230
			Tie rod end	80	set	30
			Upper ball joint	80	pcs	30
			Lower ball joint	80	pcs	30
			Front wheel bearing	80	set	30
			Back wheel bearing	20	pcs	30
			Clutch Disc	10	pcs	80
6x6 Truck	Mercedes	Mercedes	Tire 11R22.5	1	pc	375
6x6 Truck	Sterling	Sterling	Oil filter	20	pcs	30
			Fuel Oil Filter	20	pcs	30
			Fuel Water separator	20	pcs	40
			Tire 11R22.5	2	pcs	375
6x6 Truck	Freightliner	Freightliner	Tire 11R22.5	5	pcs	375
6x6 Truck	Renault	Renault	Tire 13R22.5	2	pcs	475
6x6 Truck	Iveco	Iveco	Tire 315/80R22.5	1	pc	420
6x6 Truck	Man	Man	Tire 315/80R22.5	1	pc	420
			Tire 235/65R16	1	pc	230
4x4 Van	Renault	Renault	Air filter	12	pcs	150
			Fuel filter	12	pcs	30
			Oil filter	12	pcs	30
			Front brake pad	4	sets	80
			Back brake shoe	4	sets	80
4x4	Toyota Prado	Toyota Prado	Air Filter	12	pcs	60
			Fuel Filter	12	pcs	20
			Oil Filter	12	pcs	20
			Front brake Pad	4	pcs	45
			Back Brake Shoe	4	pcs	60

ARTICLE II - ACCEPTANCE

The **SUPPLIER**, realizing the urgent needs and requirements of **Liberia Water and Sewer Corporation** hereby accepts, and covenants to supply Vehicle Spare Parts to the above in Article I.

ARTICLE III – CONTRACT PRICE

All prices quoted herein are in United States Dollars or its equivalent in Liberian Dollars (LD) as stipulated in the chart above. Payments under the policies issued will be based on the terms and conditions of the policy.

ARTICLE IV – SERVICE DELIVERY

The **SUPPLIER** shall supply and deliver any vehicle spare parts requested by the **BUYER** place of Business and the bills for settlement with all supporting documents.

ARTICLE V- PAYMENT TERM

BUYER shall undertake to pay the quantities and qualities of vehicle Spare parts lifted per Local Purchase Orders and later send bills to **Liberia Water and Sewer Corporation vehicles** for settlement.

ARTICLE VI- CONTRACT PERIOD

The Agreement shall be for a period of Seven (7) months, commencing as of December, 2019 and up to June 30, 2020. Any performance by the **SUPPLIER** beyond the termination date shall not be construed as renewal of the contract.

ARTICLE VII-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 Manger or a duly authorized representative.

ARTICLE VIII-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 IX-PROVISIONS FOR DEFAULT AND TERMINATION

In the event, the Supplier defaults in the supply of Vehicle Spare Parts for the repair of **Liberia Water and Sewer Corporation vehicles** as required under the terms and conditions stipulated in the contract: the supplier on a weekly basis will forfeit 0.5% of his Performance Security. 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 X: 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 XIV - MODIFICATION

This agreement constitutes the total and entire agreement between the Parties hereto with respect to the subject matter herein, and replaces and supersedes all previous agreements or understanding, whether written, oral, expressed or implied. Any amendment must be in writing and be executed by parties hereto or their duly authorized representatives. In case of additional request by Buyer, an amendment will be made which will be signed and shall be binding on both parties as the initial agreement.

SEVERABILITY

If any provision of this Agreement is held by court or arbitration of competent jurisdiction to be contrary to law, such provision shall be severed from this Agreement **PROVIDED ALWAYS** that the remaining provisions of this Agreement will remain in full force and effect. The rights and obligations of the parties under this agreement shall survive the expiration or early termination of this Agreement for any reason.

ARTICLE XI - BINDING CLAUSE

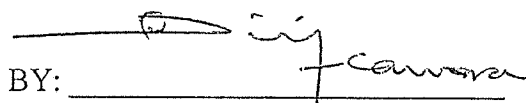
This contract is binding on the parties hereto, their successor in business, legal representatives, and assigns as if they were specifically mentioned herein.

"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:

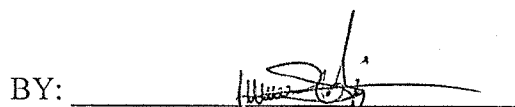
FOR: LIBERIA WATER AND SEWER CORPORATION

(BUYER)

BY: 
Duannah A. Kamara
MANAGING DIRECTOR

FOR: GLOBAL TRUST INSURANCE LTD

(SUPPLIER)

BY: 
Richard Ikediobi
GENERAL MANAGING