

REPUBLIC OF LIBERIA)

MONTERRADO COUNTY)

**CONTRACTUAL AGREEMENT FOR THE PROVISION OF TRANSPORT EQUIPMENTS**

THIS CONTRACTUAL AGREEMENT, is made and entered into this 21<sup>st</sup> day of December A. D. 2021 and between the Ministry of Labour, represented by its Authorized Officer, the Minister, Cllr. Charles Gibson, of the City of Monrovia, County of Montserrado, Republic of Liberia, (hereinafter known and referred to as PART OF THE FIRST PART) and Africa Motors, represented by its Authorized Officer, President/Chief Executive Officer (CEO) Mohamed Basma.

Of the city of Monrovia, County of Montserrado, Republic of Liberia, aforesaid (hereinafter known and referred to as PARTY OF THE SECOND PART). The PARTY OF THE FIRST PART and the PARTY OF THE SECOND PART are collectively hereinafter referred to as the "Parties" hereby:

**WITNESSETH:**

**WHEREAS**, the PARTY OF THE FIRST PART is a recognized Government institution which is desirous of engaging, hiring, and retaining the services of a qualified and competent entity for the supply of Transport Equipments (VEHICLES) to be use by the PARTY OF THE FIRST PART, for the provision of Transport Equipments(VEHICLES) for its used.

**WHEREAS**: the PARTY OF THE FIRST PART is an entity organized and existing under the laws of the Republic of Liberia to do business in the Republic of Liberia which has represented to the PARTY OF THE FIRST PART that she has the requisite contractual and technical capacity, knowledge and skills to provide the service referred to in the first Preamble paragraph above, and

**WHEREAS**, the PARTY OF THE FIRST PART HAS requested for the submission of bids for the provision of Transport Equipments (VEHICLES).

**WHEREAS** the PARTY OF THE SECOND PART has submitted and won the bid for the provision of Transport Equipments(VEHICLES) service to the PARTY OF THE FIRST PART upon request;

**WHEREAS**, based on the PARTY OF THE SECOND PART representation as aforesaid, the PARTY OF THE FIRST PART has decided to engage, hire and retain her services in order for the PARTY OF THE SECOND PART to provide the services mentioned and referred to in FIRST Preamble paragraph above, on the terms and conditions herein set forth and contained:

**NOW THEREFORE**, with the view of realizing and putting into effect this contractual Agreement, the parties hereto covenant and mutually agree as follows:

**ARTICLE I**  
**SCOPE OF WORK**

THE PARTY OF ~~THE SECOND PARTY~~ has agreed to provide the supply of Transport Equipments (VEHICLES) ~~service to the~~ PARTY OF THE FIRST PART, which service would be requested by the PARTY OF THE FIRST PART ~~from time to time~~ as and when the need arises.

**ARTICLE II**  
**COST**

It is mutually understood and agreed by both parties hereto that the cost of providing the supply of Transport Equipments(VEHICLES) service to the PARTY OF THE FIRST PART under this contractual Agreement shall be determined on a case by case basis owing to the assessed needs and request contained in the Performa invoice or local purchase Order to be made and submitted.

**ARTICLE III**  
**WARRANTY**

It is mutually agreed by the parties that the PARTY OF THE FIRST PART shall reject and return any and all supplies contained in the provision of Transport Equipments(VEHICLES) service which are observed or determined to be faulty and/ or below standard within sixty (60) days of delivery to the PARTY OF THE SECOND PART BY THE PARTY OF THE FIRST PART.

1. The Party of the second part HAS AGREED TO REPLACE ANY AND ALL RETURNED ITEMS WITH THE SUPPLY OF TRANSPORT EQUIPMENTS (VEHICLES ) with HIGHER QUALITY THAN THOSE FIRST SUPPLIED BEFORE PAYMENT IS MADE TO THE party of the second part.
2. THE PARTY OF THE SECOND PART has agreed to provide the PARTY OF THE FIRST PART a warranty period of sixty (60) days.

**ARTICLE IV**  
**PAYMENT TERMS**

It is mutually agreed and understood by both parties that payment shall be secured by means of checks or cash or any financial instrument issued by the Ministry of Finance; upon the signing of this contract in keeping with the government of Liberia Voucher System.

**ARTICLE V**  
**DURATION**

1. It is faithfully agreed by the parties that the PARTY OF THE SECOND PART shall supply and deliver all Transport Equipments(VEHICLES ) requested by the PARTY OF THE FIRST PART upon the approval of the LOCAL Purchase Order.
2. IT IS ALSO AGREED THAT THE Party of the first Part SHALL RAISE A VOUCHER...

3. It is also further understood that the PARTY OF THE FIRST PART shall fulfill the obligations under the terms of this contract for a complete period commencing from the 21<sup>st</sup> day of December, AD 2021 and including the 31<sup>st</sup> day of December, AD 2021

#### ARTICLE VI

##### OBLIGATION OF PARTIES

1. It is further understood and faithfully agreed that all Parties shall fulfill their respective obligations under the terms and conditions of this contractual Agreement; it is further agreed by both parties that failure by either party to perform its duty(ies) and responsibility (ies) herein contained in this Agreement, the affected party shall notify the concerned party in writing for the first time and not addressed by the concern party, the affected party shall have the right to automatically terminate this Agreement and institute legal action against said party for Breach of contract or duty, and the cost of litigation including counsel fees shall be undertaken or born by the breaching party.
2. It is also further mutually agreed by both parties that any information or communication to either party under this contract shall be in writing and served on the party in person or its business office.

#### ARTICLE VII

##### MODIFICATION

It is further understood and agreed by both parties that there shall be no modification of this contract unless otherwise agreed by the PARTY OF THE FIRST PART or on account of increase or changes in the scope of work, and in such case the time limitation herein shall be enlarged as may be agreed upon by both parties in writing.

#### ARTICLE VII

##### TERMINATION

1. The parties agreed that failure on the part of the PARTY OF THE SECOND PART to the PARTY OF THE FIRST PART as would be specified in a given local Purchase Order, the PARTY OF THE FIRST PART shall terminate the contract and the PARTY OF THE SECOND PART shall pay to the PARTY OF THE FIRST PART all expenses and related cost.
2. The PARTY OF THE FIRST PART shall terminate this Agreement without notice for delay or poor quality of goods supplied.

#### ARTICLE IX

##### FORCE MAJEURE

It is also agreed and understood by the parties hereto that in the event of hostilities including civil disturbances, natural disaster or act beyond the control of either party, it shall be construed as Force Majeure.

#### ARTICLE X

##### ENTIRE AGREEMENT

The Parties here to mutually agreed and understood that this instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those herein contained. This agreement supersedes all previous communications, representations, agreements, negotiations or understandings whether verbal or written between the Parties hereto.

# ARTICLE XI BINDING EFFECT

The terms and conditions of this contractual Agreement shall be binding on the parties hereto, their legal representatives, assigns, and successors-in business/ successors-in – office and interest as if they were specifically name herein.

IN WITNESS WHEREOF, THE PARTIES HAVE  
EXECUTED THIS CONTRACT ON THE DATE FIRST  
ABOVE WRITTEN FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:

FOR: MINISTRY OF LABOUR (MOL)  
PARTY OF THE FIRST PART

Matthew Fikotid

HA

Cllr. Charles H. Gibson

MINISTER

FOR: AFRICA MOTORS

PARTY OF THE SECOND PART

