

Contract for the Supply of Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes under a Framework Agreement

This Contract is hereby made and entered into this 9th day of November A.D. 2020, by and between the **Ministry of Education** represented by its **Minister, Prof. D. Ansu Sonii Sr.**, hereinafter known and referred to as the **Purchaser** and **Thunder Bird Corporation**, represented by its General Manager TONY G. AYOUB hereinafter known and referred to as the **Supplier**. The parties' mutuality agrees as follow to wit:

Witnesseth:

Whereas, the Purchaser desires to apportion funds towards the cost of procuring Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes under a Framework Agreement for contract Lots 1, 2 and 4 pursuant to the **IFB ref: MOE/NCB/003/20**;

Whereas, **Supplier**, through the bidding system, identified as a suitable firm with the requisite technical know-how and experience, as per bid requirement to deliver, upon request or immediately the needed **Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes** as indicated in the bid documents (**Bids, ref: MOE/NCB/003/20/21**), which shall form a cogent part of this Agreement

Whereas, the **Supplier**, is a business, registered under the Liberian Corporation Laws and having its registered office in **Monrovia, Liberia**, participated in the bidding process by submitting **BIDS**, inclusive of **proforma invoice**; and

Whereas, following a careful and thorough analysis of all bids submitted for the supply of **Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes** was selected as the most suitable entity to supply the needed **Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes** as contemplated by **Purchaser**; and

Whereas, the **Purchaser** is willing to enter into the Agreement with the **Supplier** in reliance of the **Supplier's undertaking** to deliver the requisite **Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes** upon request in accordance with this Agreement and the **BIDS** submitted by the **Supplier**; and

NOW, therefore, in consideration of the premises, and the mutual obligations undertaken herein, the **Purchaser** and the **Supplier**, intending to be legally bound, hereby agree as follows:

OBLIGATION OF SUPPLIER

1. The **Supplier** shall deliver **Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes** as stipulated in Bid document above mentioned and the Purchase Order prepared by Purchaser upon the Purchaser's request in a timely manner. The supplier shall be responsible to deliver the Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes to the Ministry of Education's main office, Ministerial Complex, Congo Town.
2. The **Supplier** shall complete the delivery of the required **Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes** *based on approved purchase order signed* by the Purchaser authorized signatory (Head of entity or designee) within the full term of the contract which covers the period of the fiscal year 2020/2021, and commences from the date both parties affix their respective signatures to the contract.
3. Notwithstanding count "2" the **Supplier** has guaranteed to supply on all **Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes** upon Purchaser's request in a most timely manner but not exceeding the fiscal year 2020/2021.

4. **COST OF PROJECT/PAYMENT TERMS**

The parties agree on the contract price and quantity of the **Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes** based on the below breakdown stipulated herein (*Please note that the unit price of each item/spare part or mechanical tool is stipulated in the company's bid document as received and documented during bid opening and the evaluation, respectively. Hence, the original quoted price forms part and parcel of this contract. See annex 1.0*):



LOT No. 1 (Central Office Vehicles)

No.	Description/Brand	Model	Quantity
1	Nissan Patrol Jeep	2015	2
2	Nissan Patrol Jeep	2010	1
3	Nissan Civilian Bus	2015	2
3	Hino Truck	2008	1
4	Hino Truck	2011	3
5	Toyota Rava Jeep	2015	1
6	Toyata Hilux Pickup	2016	1
7	Toyota Hilux Pickup	2015	2
7	Toyota Hilux Pickup	2014	19
8	Toyota Land Cruiser	2010	2
9	Toyota Land Cruiser	2013	2
10	Toyota Land Cruiser	2014	2
11	Toyota Land Cruiser	2015	1
12	Toyota Land Cruiser	2016	3
13	Toyota Hilux Pickup	2014	14

LOT No. 2 (County Vehicles)

No.	Description/Brand	Model	Quantity
1	Toyota Hilux Pickup	2014	14

LOT No. 3 (Motor Bikes)

No.	Description/Brand	Model	Quantity
1	Yamaya AG 100 Motor Bike	2014	108
2	Honda Motor Bike	2013	1
3	Haojin-200cc (HJ200GY)	2018/2019	40

LOT No. 4(Mechanical Tools)

No.	Description/Brand	Qty	Unit
1	Complete tools boxes HD/LD	1	Set
2	Floor Jack(4tons)	1	Pc
3	Hydraulic jack(50tons)	1	Pc
4	Overhaul, heavy-duty, good quality	1	Pc
5	H/D gloves	1	Pair
6	Safety boots, heavy-duty	1	Pair
7	Wheel wrench (4 corners)	1	Pc
8	Air compressor/engine 100L	1	Unit
9	Kama Generator & Welding machine	1	Set
10	Welding tools (10yards cable)	1	Set
11	Welding torch, heavy-duty	1	Set
12	Oxygen ganged	1	Set

amg

13	Welding rods	1	Pk
14	Double hose for welding	1	Yd
15	Cutting blade	1	Pc
16	Hack Saw	1	Pc
17	Filter wrench	1	Pc
18	Floor bard	1	Pc
19	Safety Helmet, good quality	1	Pc
20	Grease pump(15kg)	1	Pc
21	Grease Pump(s/s)	1	Pc
22	Battery charger	1	Pc
23	Safety goggles	1	Pc
24	Stand Jack	1	Pc
25	Grounding Machine	1	Pc
26	Body repair kit	1	Set
27	Ratchet Tie down(3ton)	1	Pc
28	Tao Cable	1	Pc
29	Wire brushes	1	Pc
30	Oxygen bottle/Acetylene	1	Pc

5. Upon ANY delivery based on approved purchase of total quantity of Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes at the designated location stated above, and a delivery note duly signed by the purchaser designated representative, the purchaser shall pay the SUPPLIER through its funding sources the total amount stipulated in the supplier's quote and not to exceed the total value of the contract.
6. Purchaser covenants and warrants paying or causing to be paid the invoice amount of Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes supplied by the SUPPLIER within (Fifteen 15) days from the date of invoice. There shall be no overlap supply of product until the buyer clears its account of overdue invoice.

QUALITY

7. **Supplier** warrants that it shall deliver its **Spare Parts and Assorted Mechanical Tools for Vehicles and Motorbikes** for receipts by Purchaser in a state and condition that is of merchantable quality.

DURATION AND CONTINUANCE OF THE AGREEMENT

8. Save for clause "2", the life span of this Agreement shall be for the full fiscal year 2020/2021 commencing from **9th Day of November A. D. 2020** up to and including the **last day of fiscal year 2021** provided **Purchaser** serves notice of intent to cancel this Agreement as provided for in count 15 below. The Parties desire this Contract to be a self-executing contract unless there is a clear breach of a provision herein which has not been duly cured by the breaching Party after notice.

DEFAULT AND TERMINATION

9. The following shall constitute Events of Default on the part of the **Supplier**:
 - a) Save in the case of force majeure as defined hereunder in this Agreement, the repeated and persistent failure or refusal by the **Supplier** to timely perform any material obligation under this Agreement; **provided** that **Purchaser** shall be given ten (10) days prior written notice to the **Supplier** specifying that a material default or defaults exist which will unless corrected, constitute a material breach of this Agreement on the part of the **Supplier** unless such default is corrected within a reasonable period;

- b) The occurrence of one more of the following events: The **Supplier** being or becoming insolvent, bankrupt, or ceasing to pay its debts as they mature.
10. The following shall constitute events of default by the **Purchaser**:
- a) Save in the case of force majeure as defined hereunder in this Agreement the repeated and persistent failure or refusal by **Purchaser** to timely perform any material obligation under the Agreement, provided the **Supplier** shall give ten (10) days' prior written notice to the **Purchaser** specifying that a material default or defaults exists which will, unless corrected constitute a material breach of this Agreement on the part of the **Purchaser** unless such default is corrected within a reasonable period.
11. Termination of Agreement following an Event of Default:
- a) If an Event of Default has occurred, the non-defaulting party shall have the option to terminate this Agreement upon ten (10) days prior written notice from the non-defaulting party to the defaulting party.
- b) If this Agreement is terminated pursuant to this section, the amount of damages, if any which the defaulting party may owe to the non-defaulting party shall be determined by arbitrary persistence to clause "16" hereunder.
12. Neither party shall be in default on account of, and neither party shall assume any liability responsibility for, consequences arising out of the interruptions of its performance under Agreement by epidemics, fire, flood, unusually severe weather or any extraordinary and disturbances, acts of nature or of the public enemy, act of the Liberian Government or another foreign Government in its sovereign capacity, civil commotion, riot, acts of terrorism, insurrection or hostilities (whether or not declared war), condition may adversely affect the safety of either party's personnel and / or equipment, restriction due to quarantines, blockades, embargoes, severe and unforeseen market shortage, or any cause beyond the reasonable control of such party, that arise without the fault or negligence of such party, and that result in the delay of performance hereunder. Any such delay resulting from such events shall be deemed excusable. The party whose performance will be delayed by such events will use its best efforts to notify the other within three (3) days after the occurrence of such an event, and the cessation thereof.
13. The parties agree that if there should be any disputes arising out of the provisions of this Agreement which cannot be resolved by the parties themselves same shall be submitted to a competent court of jurisdiction in Liberia or any court having jurisdiction in any such matter.
14. This Agreement may not be assigned by either party without the prior written notice to the other party, except the **SUPPLIER** shall have the right to assign this Agreement to any of its subsidiaries or affiliates.

MISCELLANEOUS

15. Regulatory: This Agreement and all operations hereunder are subject to the applicable laws of the Republic of Liberia and the applicable orders, rules, and regulations contained herein shall be not construed as waiver of any to question or contest any such law, order of regulation in any form having jurisdiction in the premises.
16. Notice: All provided for herein shall be in writing and shall be deemed to be delivered to Supplier when addressed to Seller at:

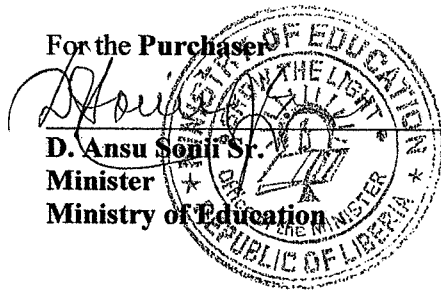
Thunder Bird Corporation
Monrovia, Liberia

And shall deemed to be delivered to Purchaser when addressed to:
Ministry of Education
Ministerial Complex, Congo Town
Monrovia, Liberia

All notices shall be delivered by electronic of physical mail, text, or by such courier that can evident delivery, and to such other single name and address as either party may give to the other party.

17. This Agreement shall be bidding upon and inure to the benefit of the parties permitted, the successors and assigns hereto pursuant to this section. Any attempted assignment made contrary to this Section shall be void.
- AMS

For the Purchaser



D. Ansu Sonli Sr.
D. Ansu Sonli Sr.
Minister
Ministry of Education

For the Supplier

[Signature]
General Manager/CEO
Thunder Bird Corporation

Witnessed:

PURCHASER

[Signature]

SUPPLIER

THUNDER BIRD CORPORATION
BRANCH #2
REHAB JCT.
PAYNESVILLE, LIBERIA