Republic Of Liberia Ministry Of Foreign Affairs Capitol Hill 1000 Monrovia, 10 Liberia West Africa

CONTRACTAGREEMENT

THIS AGREEMENT made on the _______of March 2021 between The Ministry of Foreign Affairs Of The Republic of Liberia (hereinafter called "the Purchaser") of the one part and United Motor Company of Monrovia (hereinafter called "the Supplier") of the other Part:

WHEREAS

- (a) The Client has requested the Tenderer to supply and deliver the specified Vehicle as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Goods");
- (b) The Tenderer, having represented to the Client that they have the required items, have agreed to provide the Goods on the terms and conditions set forth in this Contract;

WHEREAS, the Purchaser solicited Bids Using the Restricted Bidding (RB) Procurement method for certain Goods and ancillary services for the *Supply of Motor Vehicle, and* has accepted a Bid by the Supplier for the supply of the goods in the sum of **Eighty Thousand United States Dollars (US\$ 80,000.00)** (hereafter called "the Contract Price").

NOW THEREFORE, THE PARTIES AGREE ON THE FOLLOWING:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement:
- (a) the Invoice submitted by the Bidder
- (b) the Technical Specifications;
- (c) the Purchaser's Notification of Award
- 2. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:
 - (a) The supplier shall supply and deliver the goods in accordance with the provisions of the Contract; and
 - (b) The purchaser shall make payment to the Supplier in accordance with the provisions of the Contract, but with 2% of the contract price withheld

to cover the warranty period being consistent with **Section 31 b** of the special condition of contract.

- 3. Amicable Settlement, the Parties shall use their best efforts to settle amicably any dispute, controversy or claims arising out of this Agreement or the breach, termination or invalidity thereof.
- 4. This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the goods to be supplied hereunder.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law of the REPUBLIC OF LIBERIA on day and year first above written.

IN THE PRESENCE OF:

FOR THE SUPPLIER

Mazen Abou Chacra General Manager

FOR THE MINISTRY

The Dee-Maxwell Saah Kemayah, Sr.
Minister