

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

**CONTRACT AGREEMENT**

THIS AGREEMENT made on the 30<sup>th</sup> of *January 2020* between *The Ministry of Foreign Affairs Of The Republic of Liberia* (hereinafter called "the Purchaser") of the one part and *United Motor 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 under the Japanese sponsored Project (i.e. **Capacity Development Project**) 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 item, have agreed to provide the Goods on the terms and conditions set forth in this Contract;

WHEREAS, the Purchaser invited 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 Vehicle in the sum of **Thirty-Nine Thousand, Five Hundred United States Dollars (US\$ 39,500.00)** (hereafter called "the Contract Price").

**NOWHEREFORE, 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 Tender Form and the Price Schedule submitted by the Bidder
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract;
  - (f) the Purchaser's Notification of Award; and
  - (g) the Contract Data Sheet

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 of one year being consistent with **Section 3.2** 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

  
\_\_\_\_\_

P.P.   
\_\_\_\_\_

Mazen Abou Chacra  
General Manager

FOR THE MINISTRY

  
\_\_\_\_\_

Henry B. Fahnbulleh  
Acting Minister