

1000 Monrovia, 10 Liberia  
West Africa

**FRAMEWORK AGREEMENT FOR REPAIR AND MAINTENANCE SERVICE  
(VEHICLE)**

THIS AGREEMENT made on the 28th day of June 2021 between the Ministry of Foreign Affairs Of The Republic of Liberia (hereinafter called "the Purchaser") of the one part and Thunder Bird Corp of Monrovia (hereinafter called "the Contractor") of the other Part:

WHEREAS, the Purchaser desires to enter into a non-exclusive Agreement with the Supplier;

WHEREAS, the Supplier agrees to furnish the Purchaser and Purchaser agrees to accept, on the terms and conditions set forth in this Agreement, the prices and goods;

WHEREAS, the Purchaser invited bids with consideration of the Request For Quotation Procurement Method for the *Provision of Repair & maintenance Service-Vehicle* and has accepted a bid by the contractor for the service according to the quotation submitted as was Evaluated [hereafter called "the agree on Contract Price totaling Seven Thousands United States Dollars ( US\$ 7000.00)];

WHEREAS, the Ministry in accordance with the Public Procurement and Concessions Act of 2010 as amended and restated, declare the **Thunder Bird** as Winner;

WHEREAS, the Parties agree to enter into a contractual arrangement for the *Provision of Repair and Maintenance Service-Vehicle*;

**NOW THEREFORE, THE PARTIES AGREE ON THE FOLLOWING:**

**ARTICLE 1**

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

**ARTICLE 2**

The following documents shall be deemed to form and be read and construed as Part of This Agreement:

- (a) The Tender Form and the quotation submitted by the Bidder;
- (b) The Schedule of Requirements;
- (c) The General Conditions of Contract;
- (d) The Special Conditions of Contract;
- (e) The Purchaser's Notice of Award; and
- (f) The Contract Agreement.

maintain for the period beginning upon the effective date of this Agreement  
30th day of June 2021, firm prices, as stipulated herein, as per the attached pro forma  
invoice (Price Schedule)(Annex A), for, **THE PROVISION OF REPAIR AND MAINTENANCE**  
**SERVICE- Vehicle** (hereinafter referred to as goods).

#### ARTICLE 4

The service provider will act as a contractor to the Purchaser and receive call-off orders for all or part of Purchaser's requirements for Service under this Agreement. Requirements shall mean any actual repair and maintenance service that results in expenditure for Purchaser and does not include planning figures for such requirements.

#### ARTICLE 5

This Agreement does not constitute a contract for the goods as specified hereunder. Only an order in the form of a call-off order or Local Purchase Order (LPO) as provided in Article 6 shall oblige the Purchaser to purchase goods / services as identified therein.

#### ARTICLE 6

PURCHASER shall purchase repair and maintenance service under this Agreement by issuing a call-off order or Local Purchase Order (LPO) (hereinafter referred to as "LPO") identifying with specificity the services required, delivery term any other special terms and conditions.

#### ARTICLE 7

Notwithstanding Article 8, if the Service Provider breaches any term or condition of this Agreement, once a LPO has been issued in accordance with Article 6 including but not limited to price and delivery requirement, Purchaser shall be entitled to immediately purchase substitute service from next source as it relates to a vendor that participated in the bidding process and ranked second. As such, the primary Service Provider who breaches the term or condition of this Agreement shall reimburse Purchaser for any reasonable increase in the purchase price.

#### ARTICLE 8

cases of force majeure where unforeseeable circumstances beyond the control of either party der... out prejudiced.

## ARTICLE 9

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 work performed hereunder.

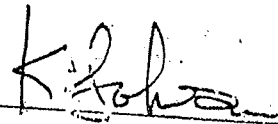
## ARTICLE 10

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.

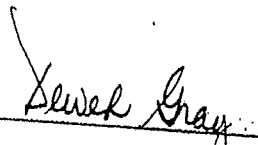
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the law of the REPUBLIC OF LIBERIA on day and year first above written.

IN TH PRESENCE OF

FOR THE SUPPLIER



Tony Ayoub  
CEO



Hon. Deweh E. Gray ( Cllr.)  
/ACTING MINISTER