

REPUBLIC OF LIBERIA)
MONTSEERRADO COUNTY, MONROVIA)

CONTRACT FOR THE SUPPLY OF VEHICLE:

This **CONTRACT FOR THE SUPPLY OF VEHICLE** ('**AGREEMENT**') is made and entered into this 27 day of October A.D. 2021 by and between:

1. The **MINISTRY OF POSTS & TELECOMMUNICATIONS**, established by an Act of the Legislature and operating under the laws of the Republic of Liberia, represented by its **MINISTER, HON. COOPER W. KRUAH, SR.** (hereinafter known and referred to as the '**PURCHASER**') and
2. **PRESTIGE MOTOR CORPORATION**, a corporation duly registered, existing and operating under the laws of the Republic of Liberia, represented by its General Manager, **Mr. Abraham M. Karsie**, (hereinafter known and referred to as the '**the SUPPLIER**').

The '**Purchaser**' and the '**Supplier**' are collectively referred to and known as the '**Parties**' and each as the '**Purchaser**' or the '**Supplier**'.

RECITAL:

WHEREAS, the Purchaser is required by the laws of Liberia to conduct public tender for the award of contracts for the procurement of goods and services in order to ensure best value for public money;

WHEREAS, the supplier have agreed to supply **ONE VEHICLE** as per the tender submitted in line with the bid requirement.

WHEREAS, the Purchaser requested bid proposals from Suppliers and this supplier became the most responsive bidder for the supply of **ONE VEHICLE** and the Supplier tendered a sealed bid in response to the request.

WHEREAS, the bid were duly evaluated and the Supplier's Bid proposal, with the total value of **FIFTY FOUR THOUSAND NINE HUNDRED EIGHT SIX UNITED STATES DOLLARS (US\$54,986.00)** was determined and recommended by the Bid Evaluation Panel (''BEP'');

WHEREAS, the Purchaser issued a Notification of Award and hereby awards the contract to the Supplier for the supply of the mentioned vehicle; more fully described in the tender document and the Supplier accepts the contract award and agrees to supply and deliver the Vehicle as specified herein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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 hereunder.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of this Contract:

- i. This Contract Agreement;
- ii. Special Conditions of Contract;
- iii. General Conditions of Contract;
- iv. Technical Requirements (including Schedule of Requirements and Technical Specifications);
- v. The Supplier's Bid and original Price Schedules;
- vi. The Purchaser's Notification of Award;

3. **AWARD AND ACCEPTANCE OF CONTRACT:** The Purchaser hereby awards the contract to the Supplier and the Supplier hereby accepts the contract award for the supply of : **ONE VEHICLE** to the Purchaser, the details of which are contained in the (i) Technical Specifications and (ii) the Supplier's Bid and original Price Schedules:

4. **SUPPLY AND DELIVERY:** In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply and deliver the herein mentioned vehicle, in accordance with the procedures established in Clause 5 below.

5. PROCEDURES FOR SUPPLY AND DELIVERY: It is mutually agreed and understood by the Parties that the following steps shall constitute the agreed procedures for the supply and delivery of the vehicle:
- A. ISSUANCE OF LOCAL PURCHASE ORDER (LPO): The Purchaser shall issue or cause to be issued to the Supplier a duly completed, signed and validated Local Purchase Order (LPO), in addition to the Notification of Award, requesting the supply and delivery of the vehicle mentioned herein; and
 - B. SIGNING OF CONTRACT: Signing of this Contract by the Parties and the attesting authorities as required by law.
6. PAYMENT: The Purchaser hereby covenants to pay the Supplier in consideration of the supply and delivery of the vehicle, the Contract Price of US\$54,986.00, in keeping with the terms of payment.
7. INCONSISTENCY: This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
8. DEFAULT AND TERMINATION: The failure of either party to honour or perform any of its material obligations under this Contract shall be an event of default if, upon written notice of at least ten (10) days to cure the default, breach, the party in default fails to cure the breach.
- a) If an Event of Default has occurred, the non-defaulting party shall have the option to terminate this Contract upon ten (10) days prior written notice from non-defaulting party to the defaulting party.
 - b) If this Contract is terminated pursuant to this section, the non-defaulting party shall be entitled to recover all specific and general damages suffered as a result of the breach.
9. FORCE MAJEURE: Save for payment of the Contract price, neither party shall be in default on account of, and neither party shall assume any liability of this Contract in the case of fire, flood, unusually severe weather or any extraordinary natural disturbances, acts of nature or of the public enemy, civil commotion, riot, acts of terrorism,

insurrection or hostilities (whether or not declared war), condition that 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 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 occurrence of such an event, and the cessation thereof.

10. INTEGRATION: This contract constitutes all the promises and representations made by the parties to each other, and there are no oral or other written agreements or representations between the parties in respect of the subject matter covered in this Contract.

11. GOVERNING LAW: The construction, validity and performance of this Contract shall be governed and construed by the laws of the Republic of Liberia. The Courts of Liberia shall have jurisdiction to hear and determine any dispute or matter related to the interpretation, performance and enforcement of this Contract.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the day and date first above written.

IN THE PRESENCE OF:

FOR:

Emmanuel Fred
0776437997

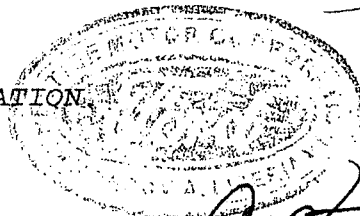
Name: HON. OGOPEL W. KRUAH, SR.
Title: MINISTER/POSTMASTER GENERAL



FOR: PRESTIGE MOTOR CORPORATION

Yanyan Pabai

Name: Mr. Abraham M. Karsie
TITLE: General Manager



27/10/2021