

NATIONAL AIDS COMMISSION OF LIBERIA

Ministry of Gender, Children & Social Protecting Building
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SERVICE AGREEMENT

THIS SERVICE AGREEMENT (CONTRACT) is made and entered into this **30th Day of June 2021** by and between the National AIDS Commission of Liberia, represented by its Executive Director, Mr. Solomon Hinneh, (herein after referred to as the "**Commission**"), and Ever Green Auto Service, represented by its Chief Executive Officer (CEO), Mr. Godwin Roberts of Clara Town, Opposite Prestige Motor, (herein after referred to as the "**Vendor**"). Collectively, the Commission and the Vendor are hereinafter known and referred to as the "**Parties**"

RECITAL

WHEREAS, the Commission, desirous of purchasing vehicle parts and accessories to ensure functional continuance of its vehicles;

WHEREAS, the Vendor has demonstrated proof of competence and expertise in supplying vehicle parts and accessories; and

WHEREAS, the Commission, following due diligence of Vendor's past performance, accepts the Vendor expression of interest and has consented its willingness to enter into this Service Contract.

NOW, THEREFORE, for and in consideration of the mutual promises exchanged and agreements herein contained, the Parties do hereby agree to the following to wit:

ARTICLE I: TERMS AND CONDITIONS

This framework agreement is based on pre agreed unit price of USD for the vehicle spare parts and accessories supply and delivery to the Commission (therein called "the unit price").

1. It is expected that all the vehicle spare parts and accessories are to be procured within the contract period. Those are vehicle spare parts and accessories that will be required from time to time by the Commission.
2. When those spare parts and accessories are supplied to the Commission, the Vendor will present for payment, invoices evidencing effected supply and delivery to the Commission.
3. The maximum duration of this contract is limited to six (6) months. The unit price will remain unchanged during the period of contract.

ARTICLE II: DELIVERY TERMS

This specific procurement is made through the term of this agreement as follow:

1. In this Agreement words and expressions shall have the meaning as are respectively assigned to them in the condition of contract referred to.
2. The following documents shall constitute the contract between the Vendor and the Commission, and each shall read and construed as an integral part of the contract:
 - a. This framework Agreement
 - b. Technical Specifications
 - c. Schedule of Delivery
 - d. The Vendor's submitted quotations
 - e. Document evidencing delivery

3. The agreement 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 order listed above.
4. In consideration of the payments to be made by the Commission to the Vendor as herein mentioned, the Vendor hereby covenants with the Commission to provide the vehicle spare parts and to remedy defects therein in conformity in all respects with the provisions of the Contract.

ARTICLE III: TERMINATION

It is herein agreed by the Parties that either party shall terminate this contract with a cause upon thirty-day written notice in advance to the other party.

ARTICLE IV: GOVERNING LAW

It is mutually agreed and understood by the Parties the law governing this contract shall be the laws of the Republic of Liberia.

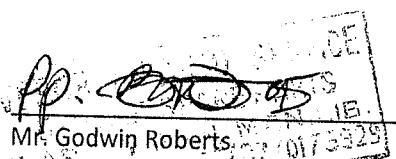
ARTICLE V: RESOLUTION OF DISPUTE

The parties also agreed that any dispute in the interpretation and implementation of any provision of this Agreement shall be resolved by means of mutual discussion. However, if no agreement is reached on this attempt, then the aggrieved party may seek resolution by means of arbitration in accordance with the Commercial Laws of Liberia (7LCL Revised; Chapter 7, section 4(1), if attempts at settlement by negotiation will have failed.

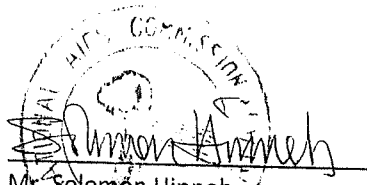
ARTICLE VI: BINDING EFFECTS

The terms and conditions herein contained shall be binding upon the Parties hereto, their heirs, administrators, executors, legal representatives, successors-in-business and assigns as though they were herein mentioned by names.

IN WITNESS WHEREOF, the Parties hereto have executed and acknowledged this instrument and affixed their names and signatures on the date and year herein written.


Mr. Godwin Roberts
Chief Executive Officer (CEO)
Ever Green Auto Service

Date: July 1, 2021


Mr. Solomon Hinnah
Executive Director, NAC

Date: July 1, 2021