

REPUBLIC OF LIBERIA
MONTSERRADO COUNTY)

GENERATOR PURCHASE AGREEMENT

This **PURCHASE CONTRACT** is made and entered into this **27th day of January A. D. 2022**, by and between the **National Fisheries and Aquaculture Authority (NaFAA)**, an autonomous agency of the Government of Liberia represented by its Director General, Hon. Emma Metieh Glassco, of the City of Monrovia, Montserrado County, Republic of Liberia, (hereafter known and referred to as the **Purchaser**) and **Beever Company, Inc.**, represented by and through its General Manager, Mr. Khalil Azar of Vai Town, Monrovia (hereinafter referred to as The “**SUPPLIER**”). The Purchaser and the Supplier are also hereinafter collectively known and referred to as the “**Parties**”, hereby:

WITNESSETH

WHEREAS, the Purchaser is desirous of purchasing generator to enhance the full implementation of its statutory mandates and activities in Monrovia and throughout the Republic of Liberia;

WHEREAS, the Purchaser in keeping with the requirements of the Public Procurement and Concessions Act, utilized the restricted bidding process by vetting companies involved in the supply of generators;

WHEREAS, the Supplier confirmed to having the appropriate financial and technical capabilities to provide the generator as contemplated by the Purchaser, and accepted to perform same under a Purchase/Sale Contract between the parties; and

WHEREAS, the Purchaser entered into this Agreement with the Supplier in reliance of the Supplier’s undertaking to deliver the requisite generator upon request in accordance with this Agreement and the technical specification together with appropriate price information inclusive of pro-forma invoice submitted by the Supplier;

NOW THEREFORE, in consideration of the premises, and the mutual obligations undertaken herein, the Purchaser and the Supplier, intending to be legally bound, hereby agree as follows:

ARTICLE I - AWARD

The Purchaser hereby undertakes to award to the Supplier this contract for the supply of 1 (one) brand new 100 KVA Perkins Silent Type Generator as specified and described more fully in the supplier quotation which forms an integral part of this contract.

ARTICLE II – DELIVERY

The supplier agrees to supply the generator within one (1) week to the Purchaser upon signing of the contract at the Purchaser’s designated site in Montserrado County. Immediately upon delivery, the Supplier shall install and commission the generator.

ARTICLE III - DURATION OF THE CONTRACT

The agreement shall be for one (1) month certain, commencing as of **January 27, 2022** and expires on **February 26, 2022**. However, Article VI regarding warranty and other services shall live after the duration of the contract. It therefore means that maintenance and services of the purchased generator shall be done by the Supplier for a period of one year after delivery of the generator, for securing the warranty validity, on a basis that each performed service shall be billed separately, and that the invoice and job completion form are to be submitted to the purchaser for payment remittance.

ARTICLE IV - CONTRACT PRICE AND PAYMENT METHOD

4.1 The total price for the generator shall be up to the maximum of **US\$23,157 (Twenty-three Thousand One Hundred Fifty-Seven United States Dollars)**.



4.2 After delivery and acceptance of the generator by the Purchaser, the Purchaser shall pay the Supplier the total amount due as indicated on its invoice within 30 days.

4.3 Payment shall be made by checks drawn in favor of Beever Company, Inc. and issued to its designated officer.

ARTICLE V - PROCEDURE FOR THE PURCHASE CONTRACT

5.1 The Supplier shall issue the Purchaser invoices and delivery order for the generator to be delivered to the Purchaser; an authorized employee of the Purchaser shall take delivery of the generator.

5.2 The Supplier shall upon receipt of the signed contract supply the generator to the Purchaser and subsequently provide other services as agreed under this agreement.

ARTICLE VI - WARRANTY

The **Supplier** further warrants and undertakes to provide first service due free of charge at 100 running hours. The **Supplier** also warrants repairs and/or replace any part of the generator that is found defective and/or not in working condition under the warranty terms and conditions of factory fault at no cost to the **Purchaser**, within the first one (1) year of use of the generator or upon the generator accumulating a 2000 running hours; whichever comes first, provided the maintenance is carried out by the **Supplier**.

The parties agree that any factory or manufacturer fault/defects and/or improper working condition noticed or observed by the **Purchaser** shall be forthwith communicated to the **Supplier** in a reasonable period of time. The **Purchaser** shall not operate the generator until such defect and/or improper condition is rectified or repaired, provided, such condition or defect can be adequately repaired by the **Supplier**.

ARTICLE VII – COVER

The Purchaser shall have the exclusive right to purchase generator from another “Supplier” in the event the “Supplier” fails to deliver to the generator at the time specified in the Schedule of Requirements of the bidding document and as contemplated hereunder; or where persistent breach or breaches of this Agreement are not remedied by the “Supplier”, including breach of warranty.

ARTICLE VIII - FORCE MAJEURE

It is also agreed and understood by the Parties hereto that in the event of hostilities including civil disturbances, natural disaster or other acts beyond the control of either Party that renders performance under this contract impossible, the Party unable to perform shall give notice in writing to the other Party as soon as practicable upon the occurrence. Thereafter, the obligations of the parties shall be suspended until the force majeure event abates. In other words, the Parties shall return to “**Status Quo Ante**” which means the Parties shall return to their positions prior to the occurrence of said event or events. The Party giving such notice shall, as far as practicable, remedy such disability with all reasonable dispatch. However, if such condition persists for up to 60 days this contract shall be terminated by either party with prior written notice.

ARTICLE IX - TERMINATION

It is mutually agreed by both Parties that either Party may terminate the Agreement by giving thirty (30) days’ written notice to the other, subject however, to whatever rights have accrued by virtue of delivery and receipt of the generator. In the event of failure by the supplier to deliver the generator when due or within two (2) days thereafter; the purchaser shall have the option to void the check and purchase the generator from another source.

ARTICLE X - ARBITRATION

In case of any dispute arising out of or relating to this Agreement, the Party raising the dispute shall first serve written notice on the other party setting forth the nature of the dispute and requesting that the Parties meet to negotiate an amicable settlement. Failing for an amicable settlement, all disputes arising from this agreement or related thereto shall be finally settled through Arbitration in accordance with the laws governing Arbitration in the Republic of Liberia.

ARTICLE XI - MODIFICATION

This agreement constitutes the total and entire understanding between the Parties and all previous agreements or understandings, whether oral or written are hereby merged and incorporated into this agreement. Any modification to this agreement must be agreed upon by the Parties in writing.

ARTICLE XII - NOTIFICATION

All communications and notices under this agreement shall be sent to either Party at the following addresses in writing and send by mail or hand delivery.

FOR Supplier

Mr. Khalil Azar
General Manager
Beever Company Inc.
Vai Town
Monrovia, Liberia

FOR NaFAA

Hon. Emma Metieh Glassco
Director General
National Fisheries and Aquaculture Authority
Freeport, Monrovia

ARTICLE XIII - BINDING CLAUSE

This agreement is binding on the Parties hereto, their successors in business, legal representatives and assigns as if they were specifically mentioned herein.

IN WITNESS WHEREOF, THE PARTIES HAVE
HERETO SET THEIR HANDS ON THIS DOCUMENT
ON THE DATE AND IN THE YEAR ABOVE
WRITTEN IN THE CITY OF MONROVIA, LIBERIA

Witness

Hon. Emma Metieh Glassco
DIRECTOR GENERAL
National Fisheries and Aquaculture Authority

Witness

Mr. Khalil Azar
GENERAL MANAGER
Beever Company Inc.

