

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

CONTRACT AGREEMENT FOR THE SUPPLY TOYOTA FORTUNER SUV 4X4 JEEP

BETWEEN NATIONAL LOTTERY AUTHORITY (NLA) AND CICA MOTORS LIBERIA

THIS Contract is made on this 6th day of December 2021 between *National Lottery Authority (NLA)* Represented by its **Director General Hon Reginald K. Nagbe** of the City of Monrovia, Montserrado County, hereinafter called "the **NLA/ Purchaser** of the one part and CICA MOTORS Represented by its *Administrative Manager of the city of Monrovia, Montserrado County Liberia,* hereinafter called "the **Supplier/Seller**" of the other Part.

WHEREAS the **NLA/Purchaser** invited Tenders for the supply and delivery of Toyota Fortuner 4x4 Suv Jeep has accepted a Tender by the **Supplier/Seller** for the supply of **Toyota Fortuner SUV 4X4 Jeep** for the Units Quoted Prices, hereinafter called "the Unit Contract Price".

Whereas, this Agreement is for the potential purchase of **Toyota Fortuner SUV 4X4 Jeep Suv Jeep** in accordance with the Schedule of Delivery and Technical Specification Sections of the bidding document sold out to bidders.

Whereas, the Buyer wishes to purchase **Toyota Fortuner SUV 4X4 Jeep** in accordance with the Unit Prices Quoted for the **Toyota Fortuner SUV 4X4 Jeep**.

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.

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

- (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) Contract Data Sheet (to be used only when there are corrections to the original price schedule submitted by the supplier).

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1. Supply

1.1 The Seller agrees to supply **Toyota Fortuner SUV 4X4 Jeep** and the Buyer will draw down based on request as and when required. In such case, the Seller will ensure that such stock is replenished as and when requested throughout this agreement, the Buyer will **advise** the Seller of their requirement for further stocks and their intention to renew this agreement. Should the agreement not be renewed the Seller shall have the right to dispose of any remaining stocks.

1.2 **Reserve Stock**: The Seller agrees to stock sufficient quality of the goods required and will be prepared to deliver in accordance with the delivery time specified in the confirmed Purchase Order from the buyer for that period from time to time.

Article 2. Term

2.1 The Term of this Agreement shall be from **6th, December 2021** to **January 6, 2022**. During this period, the buyer has agreed to purchase **Toyota Fortuner SUV 4X4 Jeep** from the seller when required and the seller has agreed to supply **Toyota Fortuner SUV 4X4 Jeep** when requested by the buyer.

Article 3. Price

3.1 **Fixed prices**: Throughout the Term of this Agreement the Unit Prices of **Toyota Fortuner SUV 4X4 Jeep** shall be fixed at those amounts quoted:

3.2 **Variation**: The above prices can be re-negotiated if there is a sustained change (**positive or negative**) in those Unit Prices of **Toyota Fortuner SUV 4X4 Jeep** throughout the agreement.

Article 4. Purchase of Goods



4.1 The Buyer shall purchase Toyota Fortuner SUV 4X4 Jeep individually as and when required. It shall be the responsibility of the Buyer to issue Purchase Orders accordingly. Such orders shall be in accordance with the terms of this Agreement and shall identify the quantity of Toyota Fortuner SUV 4X4 Jeep required, specifications and delivery schedule.

Article 5. Conditions of Purchase

5.1 OBJECT OF DELIVERY:

- **Toyota Fortuner SUV 4X4 Jeep** Specifications of items will be defined when a Local Purchase Order (LPO) is issued.

5.2 **Delivery date:** To be defined when each Local Purchase Order (LPO) is issued.

5.3 **Penalty Clause – Late Deliveries:** For deliveries that are beyond the agreed due date there will be a penalty of **0.1%** per day of the total Contract value of the order subject to a maximum of **2%** of the total order value. Similarly, for payments that will be made beyond the agreed payment schedule in the agreement, a penalty of **0.1%** per day of the total Contract value of the order subject to a maximum of **2%** of the total order value.

5.4 **Contract Price:** US\$, 45,000.00.

5.5 **Payment Terms:** The payment term of the contract shall be made through the National Lottery Authority Financial Management System at the National Lottery Authority (NLA) head office and payment schedule outlined under **clause 12 (Payment)** of the **Bidding Document** used for the Procurement of the related **Goods**. Reference to section 5.5 of the vehicle purchase agreement between the management of the National Lottery Authority (NLA) here in referred to as the buyer (Party A) and the management of the CICA MOTORS LIBERIA herein referred to as the supplies (Party B).

5.6 The NLA Management shall pay full amount of the total cost of the vehicle as per the value on the quotation upon completion and submission of all required documentation and party –B shall delivery goods (vehicles) at this point.

5.7 Considering the nature of the good involve, the vehicle shall be on test for a period of one week. Should there be any factory or mechanical fault, party B shall replace the vehicle or repair the vehicle depending on the nature of the case.



5.8 Immediately after the one week trial period of the item (vehicle) delivered, certified by party A, the NLA Management shall pay the full amount that require in the bid document.

A). 1. NLA/Purchaser agrees to:

1. Pay the Supplier/Seller for the supply of Toyota Fortuner SUV 4X4 Jeep in the amount stipulated on the Local Purchase Order (LPO) and Invoice as cost of Toyota Fortuner SUV 4X4 Jeep, NLA as a Procurement activity and;

2. NLA/Purchaser will process payments to Supplier/Seller for the supply of Toyota Fortuner SUV 4X4 Jeep for items supplied through the National Lottery Authority Financial Management System at the National Lottery Authority (NLA) head office for settlement from time to time.

3. The Total Value of this Contract being awarded is Forty Five Thousand United **States Dollars**
(US\$ 45,000.00).

B).The Seller for the supply of Toyota Fortuner SUV 4X4 Jeep agrees to:

1. To supply **Toyota Fortuner SUV 4X4 Jeep** to NLA/Purchaser at the Quoted or Prevailing cost whenever a Local Purchase Order (LPO) is issued

2. Ensure that NLA/Purchaser is supplied with the quality goods and accessories up to the value of purchased, **Toyota Fortuner SUV 4X4 Jeep** and take full responsibility for all levies as well as Tax obligations and

3. Regularly provide NLA/Purchaser with current/up-dated copies of Business Registration Certificate, Tax Clearance and Bank's accounts information so as to further authenticate Legal Operational Status and compliance with the Government of Liberia

Article 7 Exclusivity

7.1 In cases of extreme urgency or need for larger quantities than available with the Seller, the Buyer reserves the right, **after consultation with the Supplier/Seller,** to procure Goods from secondary sources.



Article 8 Breach

8.1 If the Supplier/Seller breaches any term or condition of this Agreement, or the conditions set out in any given Purchase Order, including but not limited to quality of the goods, price and delivery requirements, the NLA/Purchaser shall be entitled to immediately purchase goods from any other source, in addition to any other remedy available in law or equity.

Article 9 General Terms and Conditions

9.1 It is agreed by both parties that they will bear no liabilities whatsoever for actions that are not covered neither contemplated in this agreement

9.2 That it is mutually agreed that **Toyota Fortuner SUV 4X4 Jeep** will be for December Months, commencing from 6th 2021 through January 6, 2022.

9.3 **Termination:** Should Seller or the Buyer wish to terminate this agreement, it shall be done in accordance with **Clause 24 (Termination of Default)** of the **GCC** of the **Bidding Document** used for the Procurement of the **Goods/Works/Services**.

9.4 The parties further agreed that, in the event that the transactions are disrupted by circumstance beyond their control, this contract shall be automatically terminated.

9.5 The parties also agreed that this **Toyota Fortuner SUV 4X4 Jeep** Contract will be terminated on January 6, 2022, will be the end.

9.6 **Applicable Laws & Arbitration:** This agreement and any subsequent purchase contract(s) shall be governed by the laws of Liberia.

9.7 **Disputes:** In the event that a dispute cannot be resolved through negotiations, the parties to this agreement and any subsequent purchase contracts(s) agree to be bound by the arbitration procedures of the Supreme Court of Liberia.

9.8 **Service Measurements & Performance:** The Seller is required to demonstrate their performance. Failure to meet the targets contained herein will be deemed to be a failure in servicing the agreement. The professional and timely provision of the services purchased is of paramount importance to the NLA/Purchaser and if the Supplier/Seller subsequently fails to meet these expectations the Buyer reserves the right to find a suitable alternative supplier,.



Article 10 Final Provisions

This Agreement/Contract is produced in three original copies, whereby the Seller shall keep one and the Buyer shall keep two original copies after signature.

This agreement comes into force with signature and stamps of all parties.

On behalf of the Purchaser

Name: Hon. **Reginald K. Nagbe**
Director General
National Lottery Authority (NLA)

Signature: *[Handwritten Signature]*

Designation: *NLA*

Seal:

Date: *Dec-6-2021*

Witnessed By:

Name: *Darmeh C. Jeremiah*

Signature: *[Handwritten Signature]*

Designation: *NLA*

Date: *Dec. 6, 2021*

On behalf of the Supplier

Name: **Edith Henries**
Head of Sales
CICA MOTORS LIBERIA INC

Signature: *[Handwritten Signature]*

Designation: *CICA MOTORS*

Seal:

Date: *Dec-6-2021*

Witnessed by:

Name: *Arman T. Youlo*

Signature: *[Handwritten Signature]*

Designation: *N/A*

Date: *DEC 06, 2021*

