REPUBLIC OF LIBERIA)

MONTSERRADO COUNTY)

# CONTRACT AGREEMENT FOR THE REPAIR AND MAINTENANCE OF NLA VEHICLES BETWEEN NATIONAL LOTTERY AUTHORITY (NLA) AND United Motor Company

THIS Contract, made and entered into this 8<sup>st</sup> day of November A.D. 2021 and end on the 30<sup>th</sup> of December 2021 by and between the National Lottery Authority of the City of Monrovia, Montserrado County, Republic of Liberia (hereinafter referred to as the "PARTY OF THE FIRST PART") and represented by Hon. Reginald K. Nagbe, Director General/NLA and United Motor Company, represented by its General Manager Mr. Johnny Dankour (hereinafter known and referred to as the "THE PARTY OF THE SECOND PART"), hereby;

#### **WITNESSETH**

WHEREAS, the party of the First Part is an Agency of Government of the Republic of Liberia that desires to engage the service of an entity that will carry out the mechanical servicing of vehicles; for the National Lottery Authority.

WHEREAS, the party of the Second Part, one of those business entities within the Republic of Liberia duly registered as a United Motor Company, has expressed interest in rendering the above mention services to the Party of the First Part.

WHEREAS, and in view of the aforementioned, the Party of the First Part has seen reason to contract the services of the Party of the Second Part to use their influence and in keeping with the terms and conditions of this contract:

WHEREAS, the Party of the Second Part interposes no objections to provide the service of vehicle mechanical services to the Party of the First Part;

**NOW THEREFORE**, for and in consideration of the items, stipulations and agreement to be kept, maintained and performed, the parties agreed to, as follows to wit:

#### Responsibilities of the Party of the First Part:

- 1. That the Party of the first part has agreed to the party of the second part for a regular vehicles mechanical service to the party of the second part.
- 2. That the parties have mutually agreed that the party of the First Part shall ensure that due diligence is applied in obtaining every requirement for the performance of the services by the party of the second part.
- 3. That the party of the first will make available and ensure that facilities are provided to allow adequate vehicle mechanical services of the party of the second part that may be agreed by the parties in this Contract for mechanical services of vehicles.
- 4. That the Party of the Second Part agreed to receive from the party of the first part the full amount charge for the mechanical servicing of National Lottery Authority vehicles and shall be scheduled by the parties themselves.

## 5.4 <u>Contract Price</u>: Base on the assessment report.

5.5 <u>Payment Terms</u>: 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

#### DEFAULT AND CORRECTION:

THIS Contract, made and entered into this 8<sup>st</sup> day of November A.D. 2021 and end on the 30<sup>th</sup> of December 2021 by and between the National Lottery Authority of the City of Monrovia, Montserrado County, Republic of Liberia (hereinafter referred to as the "PARTY OF THE FIRST PART"), and represented by Hon. Reginald K. Nagbe, Director General/NLA and United Motor Company, represented by its General Manager Mr. Johnny Dankour (hereinafter known and referred to as the "THE PARTY OF THE SECOND PART"), hereby;

#### WITNESSETH

WHEREAS, the party of the First Part is an Agency of Government of the Republic of Liberia that desires to engage the service of an entity that will carry out the mechanical servicing of vehicles; for the National Lottery Authority.

WHEREAS, the party of the Second Part, one of those business entities within the Republic of biberia duly registered as a United Motor Company, has expressed interest in rendering the above mention services to the Party of the First Part.

WHEREAS, and in view of the aforementioned, the Party of the First Part has seen reason to contract the services of the Party of the Second Part to use their influence and in keeping with the terms and conditions of this contract;

WHEREAS, the Barty of the Second Part interposes no objections to provide the service of vehicle mechanical services to the Party of the First Part;

**NOW THEREFORE**, for and in consideration of the items, stipulations and agreement to be kept, maintained and performed, the parties agreed to, as follows to wit:

#### Responsibilities of the Party of the First Part:

- 1. That the Party of the first part has agreed to the party of the second part for a regular vehicles mechanical service to the party of the second part.
- 2. That the parties have mutually agreed that the party of the First Part shall ensure that due diligence is applied in obtaining every requirement for the performance of the services by the party of the second part.
- 3. That the party of the first will make available and ensure that facilities are provided to allow adequate vehicle mechanical services of the party of the second part that may be agreed by the parties in this Contract for mechanical services of vehicles.
- 4. That the Party of the Second Part agreed to receive from the party of the first part the full amount charge for the mechanical servicing of National Lottery Authority vehicles and shall be scheduled by the parties themselves.

### 5.4 <u>Contract Price</u>: Base on the assessment report.

5.5 <u>Payment Terms</u>: 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

#### **DEFAULT AND CORRECTION:**

That the parties have mutually agreed that in case of default on the Party of the First Part in the settlement of its obligation to the Party of the Second part, the party of the First Part shall immediately notify the Party of the Second Part for correction(s) of the agreement within a period of one calendar month.

Further that the Party of the First Part reserves the right to pursue a conference and/or legal action/proceedings to protect its interest.

## NON-CIRCUMMENTION AND NON-DISCLOSURE CLAUSE:

That the parties have mutually agreed and understood that each of the named signatories/representatives separately and individually, and their associates, afflicted representatives, agents, consultants, and/are, directly related to the principles will not make any contact with, deal, or borrow, buy or sell, introduce another person/co-administrator and/or associate without permission in writing of the original signatories of this contract.

#### **BINDING CLAUSE:**

That all of the negotiated terms and conditions are the expressed intention of the parties and therefore extend to their, successors-in-business and assigns as though they were physically present or specifically name in this instrument.

#### On behalf of the Purchaser

On behalf of the Supplier

Name: Hon. Reginald K. Nagbe Director General

National Lottery Authority (NLA)

Administrative Manager

Name: Johnny Dankour

**United Motor Company** 

Signature

Designation:

Seal:

Date: NOV-8-28

Umc Designation:

led Wotor Company

Date:

Nov-9-2021

Witnessed By:

Name: Darnel C. Jereman

Signature: Deramah

Date: 11/8/2021

Witnessed by:

Designation: U.M.C