

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

VEHICLE PURCHASE & DELIVERY AGREEMENT

This contract for the purchase of vehicles dated the 8th day of July A.D. 2022 is made and entered into by and between the National Health Institute of Liberia (herein after referred to as “the Institute”), represented by the **Director General, Hon. Jane A. MaCauley** of the City of Monrovia, Montserrado County, Republic of Liberia and Cape Automotive Solutions, with principal offices on United Nations Drive, Monrovia, represented by its **General Manager, Mr. Robert C. Tubman** of the City, County, and Republic aforesaid, hereinafter referred to as “Supplier”. Collectively the Institute and the Supplier shall hereinafter be. Referred to as the “Parties”: and

WITNESSETH:

WHEREAS, the Institute wishes to purchase from the Supplier two (2) Units of Vehicles (*Toyota Land Cruiser HZJ 78 Hardtop Semilong 4,0L diesel engine – 4wd and Toyota Hilux Double Cabin 2.7 Gasoline Standard Grade Tropical Version*) for the use of the DOLF NEXT-GEN PROJECT with approval of its Procurement Committee with funding from the Washington University to perform its duties, and;

WHEREAS, NPHIL conducted a Restricted Bidding Method of Procurement for the Purchase of One SUV Jeep and One Pick Up and their accessories, Lot I & II (IFB No. NPHIL/DOLF-PROJ./RB/005/2022) consistent with Section 50, 51 of the PPCC Act of 2010;

WHEREAS, a Bid Evaluation Panel (BEP) in its final report recommended Cape Automotive as the Winner and most technical and lowest price responsive bid of the bidding process to supply the above-mentioned vehicles and accessories;

WHEREAS, the existing conditions requirement, terms and conditions have been under consideration and negation between the Authority and the Supplier is found acceptable to both parties (Purchaser and Supplier);

WHEREAS, the Supplier represents and Warrants to the Institute that it has developed Goodwill and has acquired manufacturer’s/reseller’s franchise to deal in the sale of said new vehicles and spare parts for maintenance and repairs acquired for the specific vehicles under this Agreement. Further, the Supplier represents to the Institute that it is a legal business entity with valid registration/license as required under applicable laws of Liberia.

Now, **THEREFORE**, in consideration of their mutual interests, promises, warranties and covenants set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**PART I
SPECIFIC CONDITION**

SECTION 1. SERVICES

Effective as of the commencement date below stated in Section 2, the Institute contracts the services of the Supplier and the Supplier accepts the contract with the Institute upon the terms and conditions here after set forth.

SECTION 2. TERM OF THE SERVICE

The Service of the Supplier under this Agreement shall commence as of July 6, 2022 and terminate on June 5, 2023 which term may be referred to as “The Contractual Period”.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

3.1. The Institute shall:

• Conduct pre-delivery inspection to certify the acceptance of the aforementioned vehicles

- Thereafter, upon acceptance, make payment as mentioned in Section 4 (below) to the Supplier;

3.2. The Supplier Shall:

- Deliver the vehicles to the institute within 6 -8 weeks or at most three (3) months upon receipt of the Purchase Order;
- Provide 60,000km or two years (whichever comes first) warranty on the vehicle except for manufacturing defect which shall survive the warranty period;
- Conduct two instances of cost-free routine services (change of oil, oil filters and fuel filter, etc.)
- Provide technical support to the Institute during the Warranty Period;
- Provide maintenance schedule for the Vehicle as in Warranty book;

3.3. The Supplier shall ensure that these vehicles to be supplied meet the following technical specifications as specified in Annex 1 (Bid Document, Technical Specifications "SUV Jeep and Pick-Up", Lot I & II);

SECTION 4. PAYMENT TERM

That for and in consideration of the supply and Delivery of NPHIL's Vehicles and Accessories listed hereunder to be supplied by the Supplier, NPHIL shall pay or cause to be paid to the supplier 60% (*US\$55,059.00 "Fifty-Five Thousand Fifty-Nine United States Dollars"*) of the overall cost (*US\$91,765.00 "Ninety One Thousand Seven Hundred Sixty Five United States Dollars"*) of the Vehicles; The balance of 40% (*US\$36,760.00 "Thirty Six Thousand Seven Hundred Six United States Dollars"*) shall be paid upon delivery and acceptance by the Buyer at the Buyer's Office in Congo Town, Monrovia.

- The Supplier shall provide a performance bond to the Buyer in the form of Bank Guarantee before receipt of the first payment. Said Bond shall be returned to the Supplier after the successful delivery and acceptance of the Vehicles;

• LOT I

NO.	Equipment	Brand	Model	Quantity	Price (US\$)	Remarks
1	SUV JEEP			1	43,000.00	
	BULL BAR			1	2,350.00	
	WINCH			1	2,500.00	
	CARRIER			1	1,065.00	
	GRAND TOTAL				US\$48,915.00	DUTY FREE

• LOT II

NO.	Equipment	Brand	Model	Quantity	Price (US\$)	Remarks
1	PICK-UP			1	36,000.00	
	BULL BAR			1	2,350.00	
	WINCH			1	2,500.00	
	OFF ROAD TYRES			5	2,000.00	
	GRAND TOTAL				US\$42,850.00	DUTY FREE

SECTION 5. RISK AND DELIVERY

Subject to Sub-Section 3.2. Title of these vehicles will pass to the Institute only after the Institute has received and accepted the vehicles;

SECTION 6. CONTRACT DOCUMENT

This document and all annexes hereto together with the following named documents (Bid Document, Letter of Interest, Letter of Successful Tender, etc.) which are incorporated herein by reference constitute the entire contract (herein referred to as the "contract or this "Contract" between the Institute and the Supplier

SECTION 7. WARRANTY

The Supplier warrants that the products (vehicles) to be supplied to the Institute under this agreement shall:

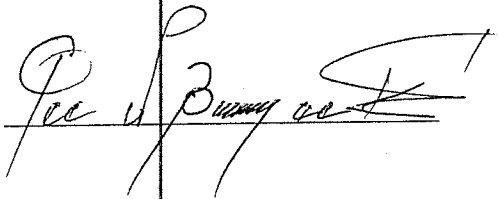
- Renew:

- Be free from factory defects;
- Be fit for the intended purpose;
- Be of good material;
- Meet the needs of the Institute as set out in the Institute's tender for the provision of the supply of vehicles;
- Conform to the technical and quality standard and specifications as set out in bid document;
- Be safe, of good quality and free from any defect in manufacturing or material;
- Correspond strictly with any and all representation, descriptions, and specifications given by the Supplier;

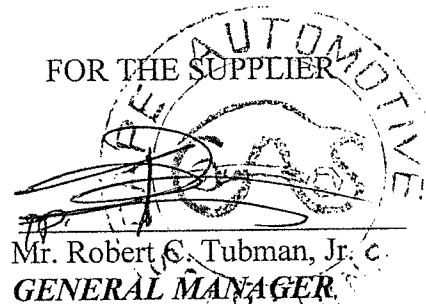
Part I of the agreement known as the specific conditions includes pages 2 to 3, while 5 to 7 infra, known as part II, consist of the General Conditions of this Contract are integrated and form one original agreement entered into by the parties on the commencement date set forth in section 2 above. All terms and conditions shall be read and construed as an integral part of this contract with the same force and effect as set forth therein.

In Witness whereof, the parties have here to set their hands and affixed their signatures on the day and date first above written.

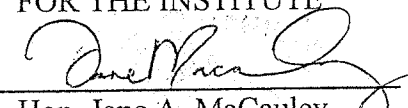
IN THE PRESENCE OF:



FOR THE SUPPLIER


Mr. Robert C. Tubman, Jr. c.
GENERAL MANAGER

FOR THE INSTITUTE


Hon. Jane A. MaCauley
Director General

PART II GENERAL CONDITIONS

SECTION 8. LEGAL STATUS

The parties are independent contracting parties, and nothing in this Agreement will make any Part the employee, Partner, Agent, Legal Representative, Trust or Joint Venture of the other for any purpose whatsoever, not does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other without first obtaining expressed consent.

SECTION 9. DISPUTE SETTLEMENT

Any dispute arising out of or, in connections with this Agreement, if attempts at settlement by negotiation have failed, either party may proceed for settlement in a court of competent jurisdiction in Liberia.

SECTION 10. TERMINATION

10.1. This Contract may be terminated for any of the following causes: a) Expiration of the agreed term; b) Failure to comply with obligations of this Contract; and c) unforeseen incidents or force majeure. Whenever possible a written notice should be sent to the other party, at least seven (7) days in advance of such termination, so that the parties may not be harmed. Expenditure shall be eligible until/through the notification period, up to and including the date of termination.

SECTION 11. GOVERNING LAWS

This Agreement shall be subject to the laws of Liberia; and subject to the foregoing, the courts in Liberia shall have exclusive jurisdiction.

SECTION 12. TAXATION

The Supplier shall pay all taxes that are due and payable under this contract to the Liberia Revenue Authority.

SECTION 13. INFORMATION DISSEMINATION

13.1. Neither Party will use information contained in this Agreement, exchanged in prior negotiations or any tender process for any purpose not contemplated by the Agreement. Each Party must, and ensure that its employees, agents and sub-contractors who need such access in order to perform their duties, receive this information under obligations of confidentiality.

13.2. Section 13.1 does not apply the extent that:

- a) Either Party is required by law to disclose the information;
- b) The information is public knowledge (and has not become public knowledge as a result of either party's breach of confidentiality); or
- c) The information was independently created by a party (and that party has evidence in writing that the information falls with this exception).

SECTION 14. INDEMNIFICATION

The Supplier agrees to indemnify, defend and hold harmless the Institute, and its respective directors, officers and employees from and against any and all loss, damage, injury, death, expense, proceeding, demand, cost, claim or liability incurred by the Institute (including, without limitation, claims by third parties or claims by Supplier employees), arising out of the acts, errors, omissions, breach of contract or negligence of the Supplier or its employees, agents or sub-Suppliers, including, without limitation, any alleged wrongful use or violation of any copyrighted work or literary property or patented invention, article or appliance. The Supplier explicitly and expressly waives any right to immunity under applicable industrial insurance laws with respect to any action against the Institute as provided above. These provisions shall expressly survive termination of this Agreement.

SECTION 15. CONFIDENTIALITY AND COPYRIGHT

In performance of this Agreement or otherwise, all information regarding the activities or business of the Institute shall at all times be treated by the Supplier as confidential and shall not be disclosed or circulated except with the prior written consent of the Institute or to the extent that the information is or comes into public domain through no fault of the Supplier, or that such disclosure is required by law.

SECTION 16. AMENDMENT

Amendments and modifications to this Agreement shall be made in writing and signed by the parties or their respective authorized agents. The terms of this agreement shall extend to and be binding on The Parties, their successors in office, legal representatives and heirs during the life of the agreement.

SECTION 17. ACCEPTANCE

By their signatures below, the parties to this agreement indicate their understanding and acceptance of the terms herein.

SECTION 18. SEVERABILITY

Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions in any other jurisdiction. Where applicable laws resulting in such prohibition or unenforceability may be waived, they are waived by the parties to the full extent permitted by law so this Agreement shall be valid, binding agreement, enforceable in accordance with its terms.

SECTION 19. NO CLAIMS

There are no claims, investigations or court proceedings or others in progress, pending or threat against the Supplier which, if determined adversely, would have a material adverse effect on the capacity of the Supplier's capacity to implement the contract.

SECTION 20. NOTICE OF MATERIAL EVENTS

The Supplier shall immediately provide written notice to the Institute of any claims, investigation or court proceedings in progress, pending or threatened against it which, if determined adversely, would have a material contrary effect on the capacity of the Supplier to implement the contract or perform any of its obligations.

SECTION 21. FORCE MAJEURE

The parties shall not be liable for any partial or complete failure to meet their commitments under the present Contract in the even of any circumstance outside of their control (force-majeure). The Party affected by the force-majeure circumstances shall notify the other party within 3 days of their occurrence, provided the means of contact is available. If force-majeure circumstances continue for more than 3 months the present Contract may be terminated upon mutual consent among the parties without any mutual claims.

SECTION 22. NON-WAIVER REMEDIES

No delay in exercising any right or remedy under this agreement shall be construed as a waiver of such right of remedy.