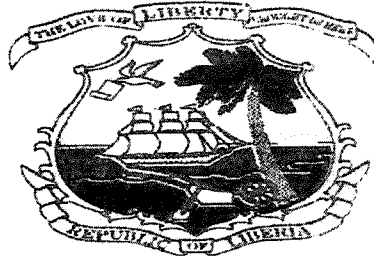


REPUBLIC OF LIBERIA

Public Procurement and Concessions Commission (PPCC)



CONTRACT No.: IFB No. PPCC/RFQ/003/19/20

Vehicle Maintenance Services Framework Agreement

Between the

**Public Procurement and Concessions Commission
Capitol Hill, Executive Mansion Grounds
Monrovia, Liberia**

And

**Auto Spare Garage, Inc.
Mechlin Street, Monrovia, Liberia**

Date: September 25, 2019

Republic of Liberia)
Montserrado County)

THIS AGREEMENT is made and entered into this 25th day of September, A.D. 2019 by and between the **Public Procurement and Concessions Commission (PPCC)**, Executive Mansion Grounds, Capitol Hill, Monrovia, Liberia, represented by its **Executive Director/CEO Atty. Jargbe Roseline Nagbe Kowo** (herein after known and referred to as the “Purchaser”) and Party of the First Part, and **Auto Spare Garage, Inc.** of Mechlin Street, Monrovia, Liberia, represented by its **Manager Mr. Bahaa Sleem** (herein after known and referred to as the “Service Provider”) and Party of the Second Part. The Service Provider and the Purchaser or PPCC are hereinafter jointly referred to as the “Parties” and individually as the “Party”, hereby:-

WITNESSETH:

WHEREAS, in keeping with the Public Procurement & Concessions Act, 2010 (PPCA, 2010), the Public Procurement & Concessions Commission (PPCC) sent out Request for Quotations (RFQ) for the provision of Vehicle Maintenance Services under **IFB No. PPCC/RFQ/003/19/20** for fiscal year 2019/2020 which commences from July 1, 2019 to June 30, 2020;

WHEREAS, the Service Provider along with other bidders submitted quotations to participate in the competitive procurement process;

WHEREAS, an evaluation of the submissions was done in keeping with criteria streamlined in the Request for Quotation issued to bidders, and **Auto Spare Garage, Inc.** emerged as the most responsive bidder;

WHEREAS, the Purchaser offers the Service Provider this contract (**IFB No. PPCC/RFQ/03/19/20**) on the basis of being the most responsive bidder, and the Service Provider has accepted the contract;

WHEREAS, the Service Provider is a company engaged in the repair and maintenance of vehicles within the Republic of Liberia;

WHEREAS, the Purchaser is a public entity that is by law responsible for regulating compliance of public entities to the provisions of the Public Procurement and Concessions Act, 2010 (PPCA, 2010);

WHEREAS, the Purchaser has requested the Service Provider to provide the herein described services, and the Service Provider has agreed to provide the herein described services on terms and conditions stated hereunder;

WHEREAS, the Service Provider has represented to the Purchaser that it possesses the requisite skills and capacity required to provide the herein described services to the Purchaser;

NOW, THEREFORE, for and in consideration of the fees, promises, covenants and agreements set forth herein, the Parties hereby agree as follows:

1. Obligations of Service Provider

During the contract period, upon issuance of relevant purchase order by the Purchaser from time to time, the Service Provider shall in a timely manner supply the quantity of spare parts and associated maintenance services specified therein.

2. Contract Price

That the Purchaser shall pay for such services at the price in the quotation made a part this Agreement or the LPO, following inspection, delivery or upon completion and verification of the service.

3. Delivery

Delivery of the services shall be made immediately upon signing of contract and issuance of the LPO. The Purchaser shall designate an officer or officers to coordinate the services to be performed.

4. Schedule of payments

That payment shall be made after signing of Agreement, issuance of LPO and delivery or performance of service.

5. Duration

That this Agreement shall operate for a period commencing from September 25, 2019 up to June 30, 2020.

6. Conditions of Contract

In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract attached below. The following document shall constitute the Agreement between the Purchaser and the Service Provider, and each shall be read and construed as an integral part of the Agreement:

- i. This Agreement
 - ii. Technical Requirements
 - iii. Conditions of Contract
 - iv. Schedule(s) of Delivery
 - v. List and Locations for Delivery
 - vi. The Service Provider's submitted Quotations
 - vii. Documents Evidencing Delivery
7. In consideration of the payments to be made by the Purchaser to the Service Provider, the Service Provider hereby covenants with the purchaser to provide or perform the services and /or to remedy defects therein in conformity in all respects with the provisions of the contract.
 8. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Agreement.
 9. Any unexcused delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to a minimum penalty of 0.5% of the delivery price of the delayed services for each week of delay, until actual delivery up to a maximum deduction of 10% of the delayed services and in addition to the termination of the Agreement for default.
 10. Once the Purchaser terminates the Agreement in whole or in part, the Purchaser may procure upon such terms and in such manner, as it deems appropriate service similar to those and the Service Provider shall be liable to the Purchaser for any excess costs.

11. Dispute Resolution

In the event any dispute relating to, arising out of or in connection with this Agreement, or its construction, operation, termination or cancellation, the Parties shall attempt an amicable settlement of such dispute by means of negotiation. If the Parties cannot resolved the dispute within a reasonable period of not less than thirty (30) days, then either Party may submit the dispute to a court of competent jurisdiction in accordance with the laws of the Republic of Liberia.

12. Applicable Law

The Law applicable to this contract shall be the Laws of the Republic of Liberia.

13. Taxes and Duties

The Service Provider shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the Government of Liberia.

14. Warranty:

The Service Provider shall:

- a. Make such changes, modification and/or additions to the service or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract as its own cost and expense and to carry out further tests. Or

- b. Pay liquidated damages to the purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.50% of the contract price per day up to a maximum of 10% and thereafter, the contract shall be terminated.
- c. The period for correction of defects in the warranty period is 20 days after notification of defect.

15. Force Majeure

If as a result of Force Majeure any Party is rendered unable to carry out its obligations under this Agreement, the Party claiming Force Majeure shall notify the other Party of the Force Majeure within a reasonable time after the occurrence of the facts relied on and shall keep the other Party informed of all significant developments. The obligations of the Party shall be suspended during the Force Majeure period. The affected party shall use all reasonable diligence to remove or overcome the Force Majeure situation as quickly as possible.

16. Termination

That this Agreement may be terminated by either party at any time prior to its end date, provided that a thirty (30) day prior written notification of discontinuance or termination is issued to the other party before the effective date of discontinuance or termination.

17. The Agreement

This Agreement shall constitute all the agreements and representations made by the Parties to each other, and shall not be construed otherwise than those terms and conditions set forth herein. No modification or alteration of this Agreement shall be valid unless evidenced by the expressed written agreement duly signed by both Parties.

18. Notices

- a) Purchaser's address for notice purposes:

Atty. Jargbe Roseline Nagbe Kowo
Executive Director/Chief Executive Officer (CEO)
Public Procurement and Concessions Commission
Executive Mansion Grounds
Email: rnagbe@yahoo.com

- b) Service Provider's address for notice purposes:

Mr. Bahaa Sleem
Manager
Auto Spare Garage, Inc.
Mechlin Street, Monrovia, Liberia

19. Validity of the Agreement:

This Agreement shall not be valid and binding unless it is signed and stamped by the legal and sufficient authority of the Parties.

In Witness Whereof, The Parties Have Hereunto Set Their Hands And Affixed Their Signatures On The Day, Month And Year First Written Above.

Service Provider:

Auto Spare Garage, Inc.

Name: BAHAA SLEEM

Title: MANAGER

Witnessed by: [Signature]

Name: VISHNU K. ANAND

Title: ACCOUNTANT

[Signature]

Purchaser:

Public Procurement & Concessions Commission

Name: R. Nagbe Kowo

Title: CEO

Witnessed by:

Name: Joseph S. D. Seah, Jr.

Title: Director of Finance & Admin.

AUTO SPARE GARAGE

opp,wells hariston school,Mechlin street, Monrovia, e-mail-garage@autospareservice.com
contact:0770277277,0886460085

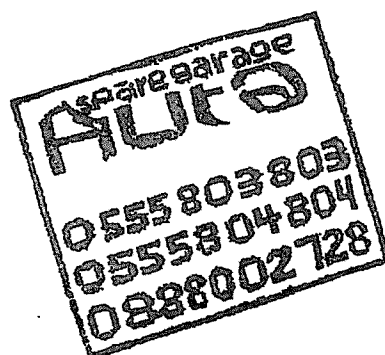
(ALL THE SPARE PARTS ARE ORIGINAL AND GUARANTEED FOR THREE MONTHS)

Descriptions	Qty	Ford expedition	Land cruiser	Toyota Prado	Np-300	Toyota Hiace	Renault duster
OIL FILTER	1 pc	18 ✓	18 ✓	18	15	20	15
FUEL FILTER	1 pc	20	20	20	20	20	20
FUEL FILTER/ELEMENT	1 pc	25	25	25	25	25	25
AIR FILTER	1 pc	45	45	45	45	45	45
ENGINE OIL 15W40	1 gal	20	20	20	20	20	20
ENGINE OIL 10W40	1 gal	20	20	20	20	20	20
BRAKE FLUID	1 qrt	5	5	5	5	5	5
GEAR OIL 85W140	1 gal	20	20	20	20	20	20
HEAVY GREASE	1 qrt	5	5	5	5	5	5
BRAKE SHOE	1set	95	110	95	85	95	75
BRAKE PAD	1 set	65	85	85	75	85	75
BRAKE ADJUSTMENT	1 set	45	45	45	45	45	45
BRAKE SPRING	1 pc	5	5	5	5	5	5
BRAKE MASTER CYLINDER	1 pc	125	175	175	150	175	150
RR WHEEL CYLINDER	1 pc	45	65	65	50	65	50
UPPER CLUTCH CYLINDER	1 pc	95	125	125	95	125	95
LOWER CLUTCH CYLINDER	1 pc	45	75	75	75	75	65
FR SHOCK ABSORBER	1 pc	75	85	125	75	75	75
RR SHOCK ABSORBER	1 pc	75	95	85	75	75	75
FR SHOCK ABSORBER BUSHING	1 pc	5	5	5	5	5	5
RR SHOCK ABSORBER BUSHING	1 pc	5	5	5	5	5	5
ARM BUSHING	1 pc	35	35	35	35	35	35
SPRING BUSHING	1 pc	10	10	10	10	10	10
FR STABILIZER BUSHING	1 pc	5	5	5	5	5	5
RR STABILIZER BUSHING	1 pc	5	5	5	5	5	5
FR STABILIZER LINK	1 pc	35	35	35	35	35	35
RR STABILIZER LINK	1 pc	35	45	35	35	35	35
INJECTOR PUMP	1 pc	1850	2450	1900	1750	1750	*****
INJECTOR PUMP HEAD	1 pc	250	350	250	250	250	250
TIMING BELT	1 pc	75	75	75	75	75	75
FAN BELT	1 pc	25	15	15	15	15	25

A/C BELT	1 pc	25 ✓	25 ✓	25	25	25	25
FR WHEEL OIL SEAL	1 pc	25	25	25	25	25	25
RR OIL SEAL	1 pc	20	20	20	*****	*****	*****
FR WHEEL BEARING	1 pc	125	45	125	45	125	125
RR WHEEL BEARING	1 pc	95	45	95	45	95	45
4 WHEEL LOCK	1 pc	250	325	*****	250	*****	*****
FLOOR MAT	1 pc	45	45	45	45	45	45
INNER TUBE	1 pc	15	15	15	15	15	15
HEAD LIGHT BULB	1 pc	8	8	8	8	8	8
TAIL LIGHT BULB	1 pc	5	5	5	5	5	5
SIGNAL LIGHT BULB	1 pc	5	5	5	5	5	5
CLUTCH DISC	1 pc	150	200	200	150	200	145
PRESSURE PLATE	1 pc	250	250	250	200	200	200
RELEASE BEARING	1 pc	75	85	75	75	75	75
UNIVERSAL JOINT	1 pc	65	75	75	65	65	65
BRAKE DRUM	1 pc	200	250	****	200	200	175
BRAKE DISC	1 pc	175	200	200	150	200	150
KNUCKLE BEARING	1 pc	****	35	****	****	****	****
HEAD LIGHT	1 pc	225	225	250	200	200	225
TAIL LIGHT	1 pc	125	95	150	95	125	150
A/C COMPRESSOR	1 pc	750	750	750	750	750	750
A/C DRYER	1 pc	45	45	45	45	45	45
A/C FREON	1 LBS	25	25	25	25	25	25
REGULATOR VALVE	1 pc	45	45	45	45	45	45
RADIATOR	1 pc	250	300	275	250	275	250
COOLANT	1 gal	20	20	20	20	20	20
CONDENSER	1 pc	225	250	250	225	225	250
EVAPORATOR	1 pc	275	300	300	275	275	275
PROPELLER SHAFT	1 pc	375	450	400	400	425	400
FR SHAFT	1 pc	250	275	250	250	250	275
RR SHAFT	1 pc	200	250	250	250	250	250
FR DIFFERENTIAL	1 pc	1750	1500	1550	1250	****	1250
RR DIFFERENTIAL	1 pc	1750	1950	1650	1250	1250	1250
BRAKE CALIPER	1 pc	250	250	250	****	****	250
UPPER BALL JOINT	1 pc	50	****	50	50	50	50
LOWER BALL JOINT	1 pc	60	****	60	60	60	60
UPPER ARM	1 pc	150	****	150	150	150	150

LOWER ARM	1 pc	250 ✓	**** ✓	275	250	275	250
PISTON	1 pc	65	65	65	65	65	65
PISTON RING	1 pc	275	300	275	250	250	225
CON ROD BEARING	1 pc	95	125	125	95	125	95
MAIN BEARING	1 pc	95	135	125	115	125	95
GASKET	1 pc	250	300	275	250	275	250
CYLINDER HEAD GASKET	1 pc	250	275	250	250	250	250
Towing service		Depends on distance (Minimum amount \$50)					

12,846 13,666 12,711 11,305 16,298 9,678
TOTAL QUOTED PRICE FOR SPARE PARTS \$ 72360 (United states dollar)



AUTO SPARE GARAGE

Mechlin street, Monrovia, opp, Wells Hariston School
0888002728 0770277277

e-mail : garage@autospareservice.com

(ALL THE SPARE PARTS ARE ORIGINAL AND GUARANTEED FOR THREE MONTHS)

SERVICE-A

OIL, OIL FILTER, FUEL FILTER, BLOWING AIR FILTER
CHECKING THE BRAKES, BRAKE PAD, BRAKE SHOE

Expected time: 3-5 hr

SERVICE & WORKMANSHIP = \$ 35

SERVICE-B

OIL, OIL FILTER, FUEL FILTER, AIR FILTER, BRAKE PAD, BRAKE SHOES, A/C GAS
CHECKING UNDER CARRIER

Expected time: 5hr-1day

SERVICE & WORKMANSHIP = \$ 50

SERVICE-C

UNDER CARRIER REPAIRING

Expected time: 5hr-2day

SERVICE & WORKMANSHIP = \$ 150

ENGINE REPAIRING

Expected time: 3days-5days

SERVICE & WORKMANSHIP = \$ 250

GEAR BOX REPAIRING

Expected time: 2day-3days

SERVICE & WORKMANSHIP = \$ 200

*MANAGEMENT