

(REPUBLIC OF LIBERIA)
(MONTSERRADO COUNTY)

FRAMEWORK AGREEMENT FOR THE REPAIRS & MAINTENANCE OF VEHICLES

THIS FRAMEWORK AGREEMENT (the "AGREEMENT") is made and entered into this 15th day of JUNE A.D. 2022, by and between

- A. **THE NATIONAL INVESTMENT COMMISSION**, an agency of the Government of Liberia (hereinafter referred to as the "PURCHASER"), located on United Nations Drive, Monrovia, Liberia and represented by its Chairman, Hon. Molewuleh B. Gray and,
- B. **UPTOWN GARAGE & AUTO PARTS** (herein referred to as the "SUPPLIER"), an entity incorporated under the laws of the Republic of Liberia with principal place of business on Broad & Nelson Streets, Monrovia, Liberia and represented by its General Manager Mr. ANSU BILITY (hereinafter called the "SUPPLIER").

The PURCHASER and SUPPLIER are hereinafter collectively referred to as the "PARTIES".

WITNESSETH

WHEREAS, the SUPPLIER is an entity registered under the laws of the Republic of Liberia, whose principle business is to provide repair services, sale of spare parts and other related products.

WHEREAS, the PURCHASER desirous of fulfilling its Repairs & Maintenance of Vehicle service's needs, utilized section 53 of the Public Procurement and Concession Laws of Liberia 2010, *Request for Quotation* and receive submissions, evaluated same pursuant to section 62 of the said Act, *Examination and Comparison of Bids* and wish to award the SUPPLIER a contract for Repairs & Maintenance of Vehicles.

WHEREAS, the purchaser intend to apply a portion of its budgetary allocation to the procurement of Repairs & Maintenance of Vehicles for the period of JUNE 1, 2022 to December 31, 2022. And,

WHEREAS, the SUPPLIER has accepted the engagement and warrants that it has the wherewithal to service all of the Vehicles stipulated in the Request For Quotation (RFQ) to the PURCHASER during the period mentioned supra;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the PARTIES hereto agree:

ARTICLE I SERVICING OF VEHICLES

The PARTIES have agreed that the SUPPLIER shall service Vehicle/s taken to their Garage for servicing and deliver same to the PURCHASER based upon request and on the pre agreed unit price as quoted by the SUPPLIER.

ARTICLE II DURATION

The duration of this agreement is for the period of Seven (7) Months commencing, JUNE 1, 2022 to MAY 31, 2022.



ARTICLE III PAYMENT

- C. For cash transactions, payments shall be made by checks drawn in favor of the SUPPLIER and paid to its head office before delivery of the Vehicles.
- D. In the event a credit account has been established and agreed between the PARTIES, delivery of Vehicle will be made against a purchase order and payment made by checks drawn in favor of the SUPPLIER before the end of the month.

ARTICLE IV SERVICE AND SUPPLIES

The SUPPLIER agrees and stipulates that in the even the PURCHASER reports a problem or defect with the servicing, the SUPPLIER shall make a reasonable effort to rectify said defect in a timely manner.

ARTICLE V FORCE MAJEURE

In the event of force majeure or other supervening events which could render this agreement inoperable, the terms and conditions of this agreement shall be automatically suspended and shall remain suspended until said time when the force majeure no longer exist. Force Majeure as used herein is defined as any event beyond the reasonable control of the PARTIES, including Acts of God, war, civil commotion, armed incursion, armed insurrection, storm, floods epidemic, fire lighting or could have been expected to prevent or control, and not attributable to the fault or neglected of the PARTIES.

ARTICLE VI PRIVITY

The benefits and obligations of this Framework Agreement shall respectively inure to, and be binding upon the PARTIES hereto, their legal representative and/or successors-in-interest as if they were specifically mentioned herein by name.

MODIFICATION

This Contract constitutes the entire agreement between the Parties and supersedes any and all oral and/or written statements, discussions and agreements made by either Party to the other. No modification of this Contract shall be binding on either Party unless it is in writing and signed by both Parties,

ARTICLE VII GOVERNING LAW

This agreement shall be governed by the laws of the Republic of Liberia.

AS A STATEMENT OF OUR MUTUAL ASSENT AND UNDERSTANDING, WE HERETO
AFFIX OUR NAMES AND SIGNATURES ON THIS 2nd DAY OF
SEPTEMBER A.D. 2022.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and affixed their
signatures on the date first above written.

IN PRESENCE:

Christian Roberts

FOR: UPTOWN GARAGE
(SUPPLIER)

[Signature]
ANSU BILITY
General Manager

FOR: NATIONAL INVESTMENT COMMISSION
(PURCHASER)

[Signature]

[Signature]
Molewutch B. Gray
CHAIRMAN