

REPUBLIC OF LIBERIA  
CAPITOL BYE PASS  
BASSA COMMUNITY  
MONTERRADO CO. LIBERIA



OFFICE OF THE NOTARY PUBLIC  
MONROVIA, LIBERIA  
JEFFERSON S. TEAH  
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## NOTARY CERTIFICATE

*PERSONALLY APPEARED BEFORE ME*, in my office within the City of Monrovia, Montserrado County, Republic of Liberia, this 20<sup>th</sup> day of March A.D. 2025, a duly qualified and commissioned Notary Public for and in the County of Montserrado, Republic of aforesaid the party to the attached instrument(s).

### **BUSES AND TRUCKS SUPPLY AGREEMENT**

This **BUSES AND TRUCKS SUPPLY AGREEMENT** is made and entered into this \_\_\_\_ day of March, A.D. 2025, by and between the National Transit Authority (NTA), a Public Corporation solely owned and operated by the Government of the Republic of Liberia, located at Japan Freeway, in the Township of Gardnerville, represented by and through its Managing Director, **Hon. Edmud Forh**, (hereinafter known and refused to as the ("**PURCHASER**") and **ABK Incorporated**, a registered legal business entity operating under the laws of the Republic of Liberia, with location at Congo Town, Opposite Sinkor Palace, represented by and through its Chief Executive Officer **Mr. Alieu B. Kromah**, (hereinafter know and referred to as ("**SUPPLIER**"), collectively, the Purchaser and Supplier are referred to as the "PARTIES".

*And did in my presence and in the presence of each other issue and sign this.*

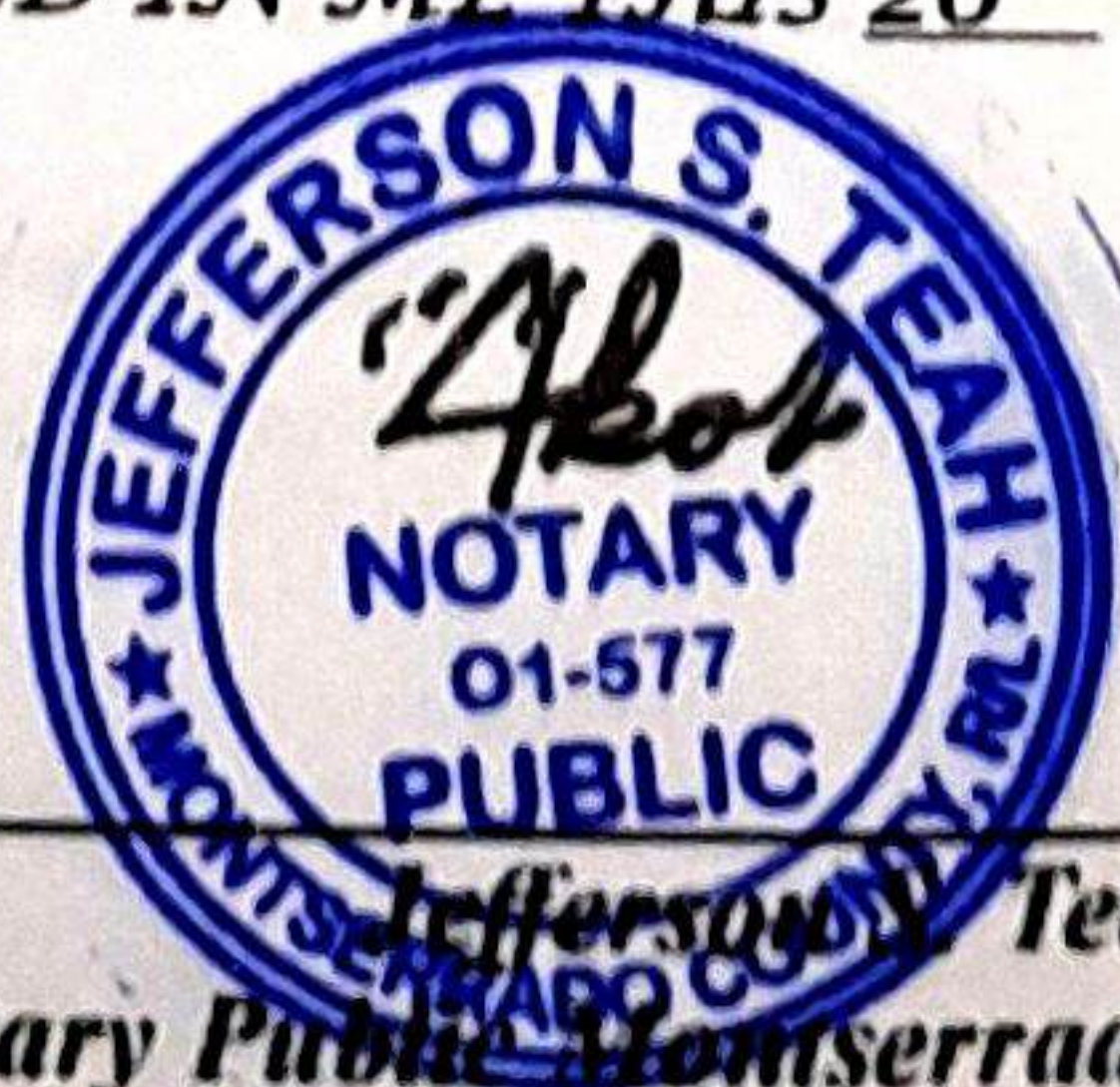
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*His/her genuine signature(s) on the said instrument(s) to the person(s) he /she/they represent and that the same was made in my presence and declared by them to be his/her/their own statement(s).*

*Therefore, I Hon. JEFFERSON S. TEAH NOTARY PUBLIC aforesaid have affixed my official signature and Notary Seal to avail when and where necessary.*

*I HAVE AFFIXED MY GENUINE SIGNATURE  
ATTESTING TO THIS TRANSACTION BY THE POWER  
VESTED IN ME THIS 20<sup>TH</sup> DAY OF MARCH, A.D. 2025.*



Jefferson S. Teah  
Notary Public Montserrado County, R.L.

*\$10.00 Revenue Stamp Affixed Hereto.*



## BUSES AND TRUCKS SUPPLY AGREEMENT

This **BUSES AND TRUCKS SUPPLY AGREEMENT** is made and entered into this 19<sup>th</sup> day of March, A.D. 2025, by and between the National Transit Authority (NTA), a Public Corporation solely owned and operated by the Government of the Republic of Liberia, located at Japan Freeway, in the Township of Gardnerville, represented by and through its Managing Director, **Hon. Edmund Forh Forh**, (hereinafter known and referred to as the ("**PURCHASER**") and **ABK Incorporated**, a registered legal business entity operating under the laws of the Republic of Liberia, with location at Congo Town, Opposite Sinkor Palace, represented by and through its Chief Executive Officer **Mr. Alieu B. Kromah**, (hereinafter known and referred to as "**SUPPLIER**"), collectively, the Purchaser and the Supplier are referred to as the "**PARTIES**".

### WITNESSETH

Whereas, the National Transit Authority has received budgetary allocation from the FY 2025 national budget under a Special Project Fund (Public Sector Investment Projects- PSIP) and intends to apply a portion of it toward the initial payment for the purchase of (35) mass transit brand new **TATA** buses (62 Seater), (20) mini buses (18 seater) and (5) heavy-duty Sinotruk Cargo Truck to beef up the numerical strength of its limited operational transit buses and enhance efficient, affordable and reliable service delivery as well as cargo handling to ease the transportation needs of the Liberian people, in consonance with the Infrastructure & Basic Services Sector;

**WHEREAS**, the National Transit Authority desires the services of a dealership firm that has the requisite competence, capability, and capacity to supply these mass transit buses, mini buses, and heavy-duty cargo trucks within a stipulated time frame to enable the National Transit Authority to address the acute transportation stalemate faced by commuters and business people in this country;

**WHEREAS**, **ABK Incorporated** with track records of supplying vehicles to private and other government institutions, has the requisite competence, capability, and capacity to supply the National Transit Authority with these mass transit buses, mini buses, and heavy-duty cargo trucks within a stipulated time frame;

**WHEREAS**, **ABK Incorporated** shall procure and supply the aforementioned Buses and trucks to the National Transit Authority in collaboration with **TATA Motors Limited** and **China National Heavy Duty Truck Group Corp., Ltd (SINOTRUK)**.

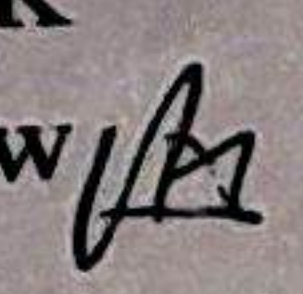
**WHEREAS**, the both parties have agreed that the Supplier will facilitate the full travel expense of the technician (s) of the Purchaser to conduct proper inspections on all vehicles that will be procured before they are delivered to the purchaser;

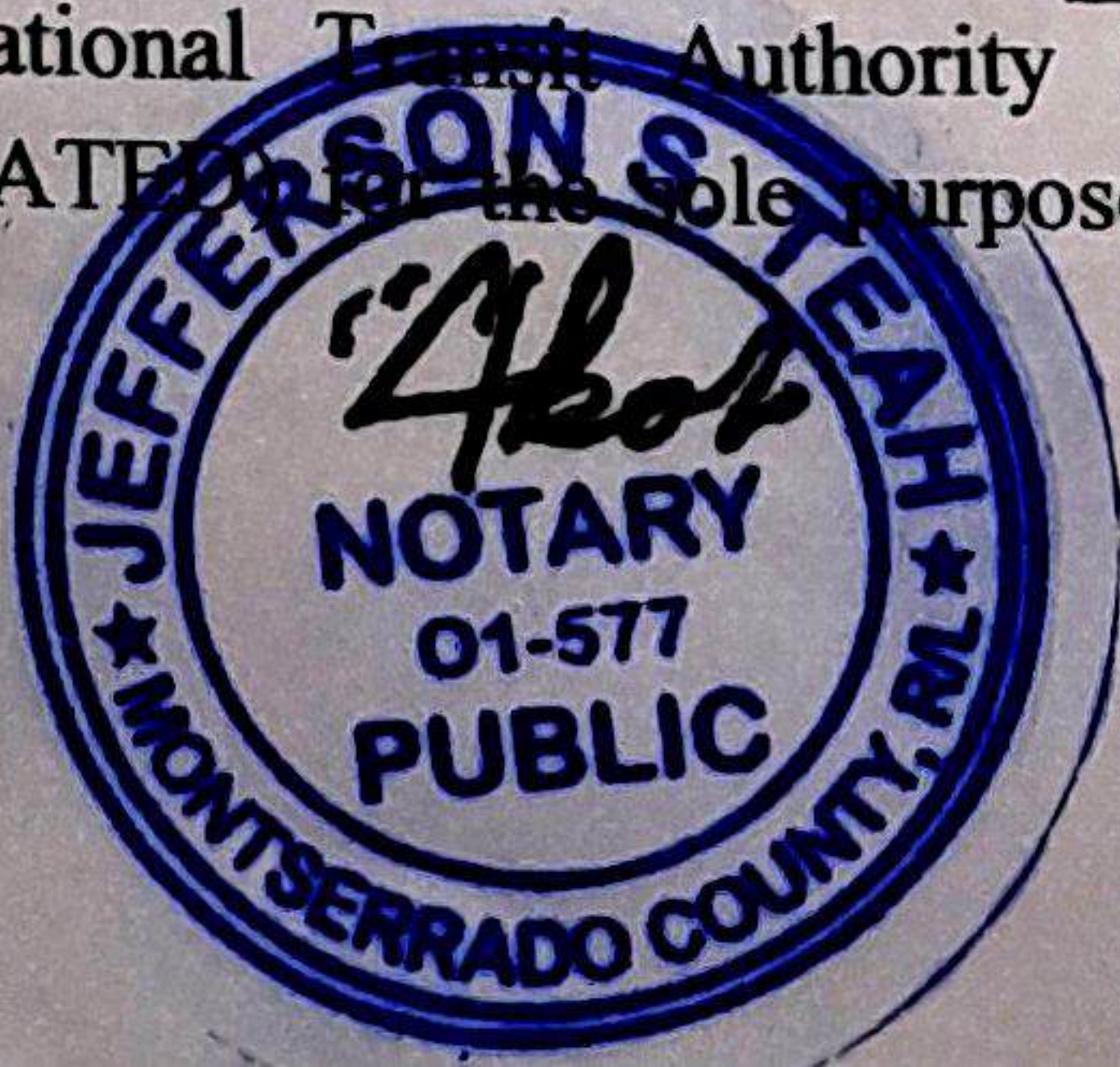
**WHEREAS**, the National Transit Authority accepts the Supply of these buses and heavy-duty cargo trucks consistent with the invoice received, the amount therein indicated, and all other documents reviewed and satisfied to; and

**WHEREAS**, the Parties have both agreed to work in synergy in achieving their mutual goals;

**NOW, THEREFORE**, in consideration of the promises and the mutual obligations undertaken herein, the Parties, intending to be legally bound, hereby agree as follows.

### Article 1: Award

That the National Transit Authority hereby awards this contract to the Supplier (**ABK INCORPORATED**) for the sole purpose of supplying the purchaser with thirty-five (35) new 





TATA mass transit buses (62-seater), twenty (20) mini buses (18-seater) and five (5) SINOTRUK to enhance the purchaser's service delivery, with specifications as follows:

**SPECIFICATION STANDARD MODEL (ENGINE TRANSMISSION)**

Quantity: 35 Units

Make: TATA

Type: Mass Transit Bus

Seating Capacity: 63 (All seated including Driver)

Engine Cummins B180 Euro II, Water cooled, Turbo Charged, Inter Cooled, 6 Cylinder Diesel Engine

Max Output 180 Hp @ 2400 rpm

Max Torque 654 Nm @ 1,000 - 1800 rpm

Capacity 5883 CC

Gearbox Model G600

TRANSMISSION 6+1, Manual Transmission

Clutch Single Plate dry friction

Door 2

Parking Brake spring actuated parking brake acting on rear wheels

Exhaust Brake Pneumatically Operated with Foot Control Valve

Service Brake Fully duplicated, full air S-CAM brake system

Suspension Wavell with anti-roll bars and shock absorbers

**DIMENSION, CAPACITIES & SUSPENSIONS**

Wheel Base 5545 mm

Length 11130 mm

Width 2570 mm

Height 3570 mm

Rear Axle Width 1985 mm

Fuel Tank Capacity 350 liters

Tyre Size 11R22.5 - 16 PR

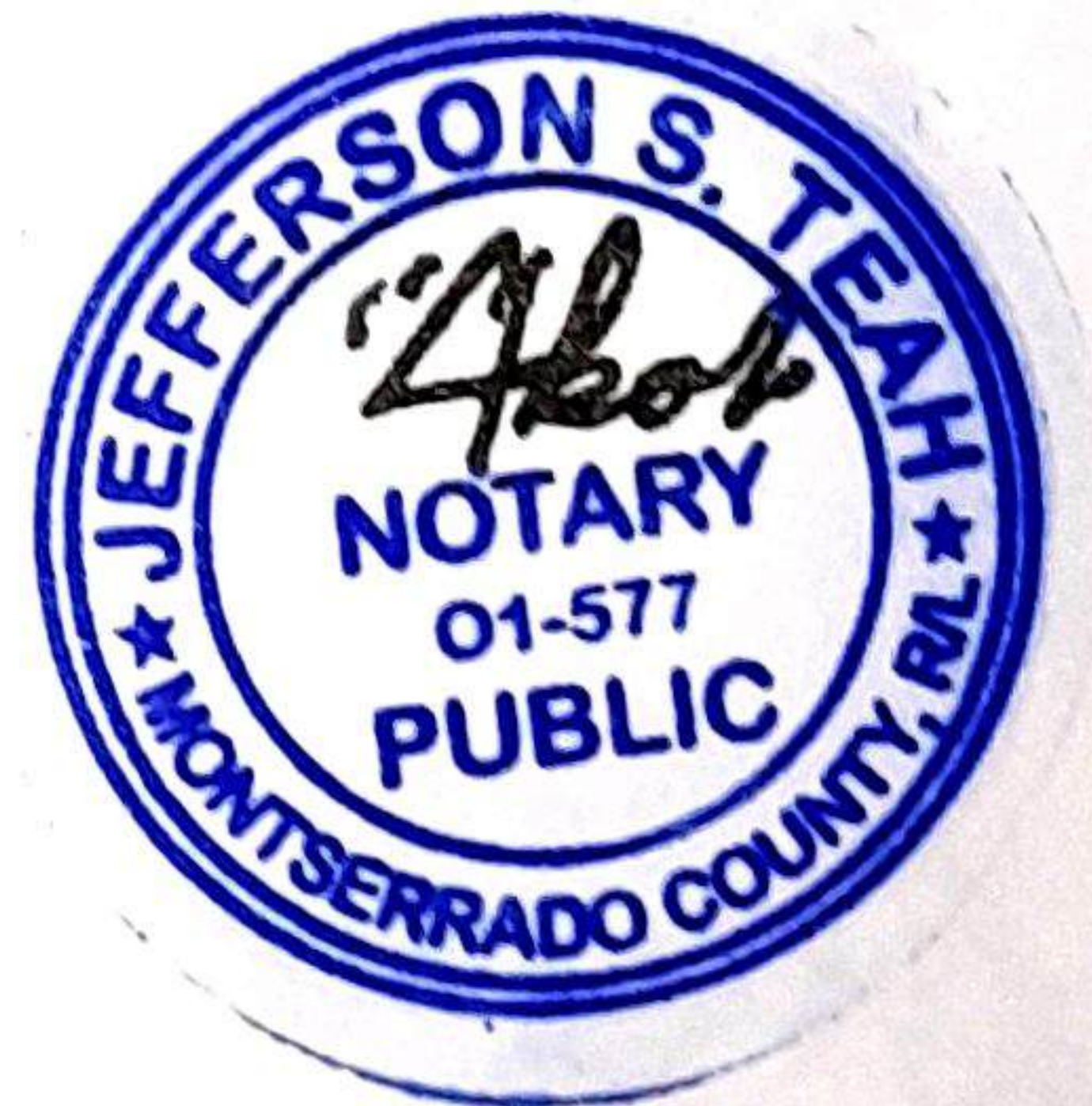
Cab to Frame end 11130 (with 65% ROH)

Alternator 2x12 V, 180 Ah

Gross Vehicle Mass 6500 kg

Front Axle heavy-duty Forged I Bram Reverse Elliot type

Rear Axle Single reduction, Hypoid Grease, fully floating axle shafts



**INTERIOR FEATURES & SAFETY**

Anti-Brake System (ABS) Seat Belt: Driver seat - 3pt. ELR type / Passenger Seat -2pt. Lap belt

**EXTERIOR FEATURES**

Shock Absorbers: Hydraulic double-acting telescopic type at front Anti Roll Bar: At Front only

Emergency Exit door Sliding window light green

**SPECIFICATION STANDARD MODEL**

Quantity: 20 Units

Make: KIN LUNG

Type: Mini Transit Bus

Seating Capacity: 19 (All seated including Driver)

Model : XMQ6520 (Diesel engine)

Dimension : 5200x1700x2250 (High roof) Wheelbase 2890 (Long wheelbase)

**POWERTRAIN**

Engine "KX493Q Europe II" Displacement 2.771L

Max. Power 57KW/3600rpm Max. Torque 172N•m/1800-2000rpm



Max. Speed  $\geq 120\text{km/h}$   
Clutch Single; Hydraulic pressure Transmission 5-speed, mechanically controlled  
Front suspension Torsion bar spring Rear suspension Leaf spring  
Drive Type F.R

#### SAFETY

Brake System Front disc/Rear drum  
High mount stop lamp High mount stop lamp  
Seat belts for all seats

Extinguisher

#### FUNCTIONAL EQUIPMENTS

Front fog lamp Front Window Manual Front Window  
Rearview Mirror Manual Rearview Mirror  
Steering Wheel Adjustable four-spoke Leather Front wiper Intermittent Wipers  
Rear Gate Inner release lift gate Mudguard Front/Rear  
Mudguard Rear stepped bumper Rear stepped bumper  
Speed limit Speed limit function only with alarm

#### APPEARANCE

Paint Flat paint Wheel Rim steel rim (wheel cap)  
Tire Vacuum 195/70R15 Front lamp All-in-one drill crystal lamp  
Rear lamp Common Rear Combined Lamp Glass White glass

#### INNER

Seat material Seats with PU cover Floor material PVC  
Heater Front heater Air conditioning Front & Rear A/C

#### SPECIFICATION STANDARD MODEL

Quantity: 5 Units

Make: HOWO Cargo Truck 8x4

Model	:	ZZ1317V4667B1
Engine	:	WP10.380E22380HP Euro II
Cab	:	HW76 new front cab transmission case: HW19710 gearbox+HW70 Flange-type power take-off
Drive axle	:	MCX16ZG dual rear axle (drum), speed ratio 4.803 the
Font axle	:	VGD95 front axle (drum)
Tire	:	12.00R20 tire (mixed pattern/18PR)
Steering Gear	:	Bosch
ABS	:	Without ABS
Bumper	:	High Position
Fuel Tank	:	400L
Color	:	Regular color

#### Other Standard Features

Intercooler protection device, rear towing hook, reverse buzzer, fire extinguisher, under-car start-stop switch, front, and rear reinforced wheels, English instrument panel, three pull straps for air storage cylinder, battery box anti-theft device, split fuel tank anti-theft device

#### Optional Configuration

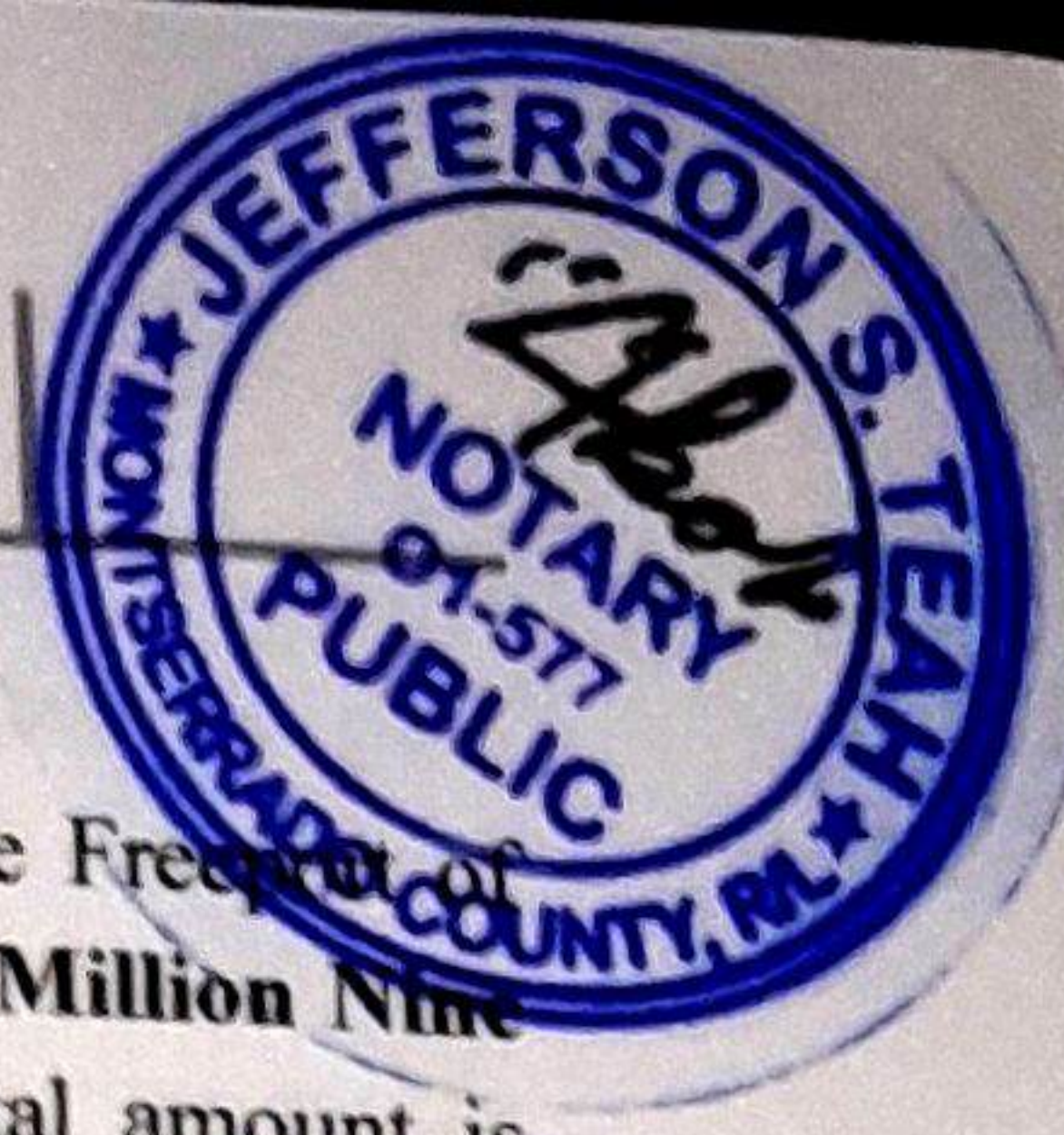
Bottom 3 sides 1.5mm, railing height 800mm (horizontal corrugated, reinforced ribs on the outer side), two-layer flower railing, with tarpaulin poles, rear-hinged door, including spray wax "

#### Article 2: Scope of Works, Quantity and Price

For the duration of this agreement, the Supplier shall be responsible to supply the purchaser (NTA) any and all spare parts required with cost attached, for the maintenance of the vehicles purchased from the Supplier. *H*







### **Article 3: Contract Price**

The Parties have mutually agreed that the delivery of the vehicles shall be at the Freeport of Monrovia and shall be specified, quantified with the total contract price of **Three Million Nine Hundred Forty Thousand United States Dollars (US\$3,940,000.00)**. This total amount is inclusive of handling and port charges and duty. The National Transit Authority shall underwrite the cost of customs duties.

### **Article 4: Mode of Supply and Payment Terms**

The parties have agreed that upon the signing of this contract and the receipt of Five Hundred Thousand United States Dollars (US\$500,000.00) initial payment from the purchaser to the Supplier, that is to say, the National Transit Authority/ the Government of the Republic of Liberia budgetary allotment, the supplier shall supply the NTA the total quantity of thirty-five (35) mass transit brand new TATA busses (62 Seater), twenty (20) mini buses (18 Seater) and five (5) heavy-duty Sinotruk Cargo Trucks within three months. The balance **Three Million Four Hundred Forty Thousand United States Dollars (US\$3,440,000.00)** will be paid by the purchaser in two years of eight (8) equal installments as follows:

The balance payment of the total amount contained on the invoice (Three Million Four Hundred Forty Thousand United States Dollars (US\$3,440,000.00), shall be paid in two (2) installments through the Ministry of Finance & Development Planning (MFDP) budgetary allotment and the National Transit Authority (NTA) through internal disbursement.

1. **Year one (1) (2026) One Million Seven Hundred Twenty Thousand United States Dollars (US\$ 1,720,000.00)** shall be paid by the purchaser in full equal quarterly installments of Four Hundred Thirty Thousand United States Dollars (US\$ 430,000.00) as follows:
  - a. After the first quarter (January to March 2026), the purchaser shall pay the amount of Four Hundred Thirty Thousand United States Dollars (US\$430,000.00) to the supplier;
  - b. After the second quarter (April to June 2026), the purchaser shall pay the amount of Four Hundred Thirty Thousand United States Dollars (US\$430,000.00) to the supplier;
  - c. After the third quarter (July to September 2026), the purchaser shall pay the amount of Four Hundred Thirty Thousand United States Dollars (US\$430,000.00) to the supplier;
  - d. After the fourth quarter (October to December 2026), the purchaser shall pay the amount of Four Hundred Thirty Thousand United States Dollars (US\$430,000.00) to the supplier.
2. **Year two (2) (2027) One Million Seven Hundred Twenty Thousand United States Dollars (US\$ 1,720,000.00)** shall be paid by the purchaser in full equal quarterly installments of Four Hundred Thirty Thousand United States Dollars (US\$ 430,000.00) as follows:
  - a. After the first quarter (January to March, 2027) the purchaser shall pay the amount of Four Hundred Thirty Thousand United States Dollars (US\$430,000.00) to the supplier;
  - b. After the second quarter (April to June, 2027) the purchaser shall pay the amount of Four Hundred Thirty Thousand United States Dollars (US\$430,000.00) to the supplier;
  - c. After the third quarter (July to September, 2027) the purchaser shall pay the amount of Four Hundred Thirty Thousand United States Dollars (US\$430,000.00) to the supplier;
  - d. After the fourth quarter (October to December, 2027) the purchaser shall pay the amount of Four Hundred Thirty Thousand United States Dollars (US\$430,000.00) to the supplier

However, it is also agreed by the Parties that failure on the part of the National Transit Authority and the government of the Republic of Liberia to make available the balance and full payment in the amount of Three Million Four Hundred Forty Thousand United States Dollars (US\$3,440,000.00) to the supplier, the supplier shall allot a grace period of two (2) weeks for the settlement of this obligation. Upon the elapsed of the two (2) weeks grace period, and the refusal and the negligence of the National Transit Authority neglects to pay.



the balance, the said amount shall accrue 3% interest each month until the balance is paid along with the accrued interest

The Ministry of Finance and Development Planning shall issue a payment guarantee on the balance amount of **Three Million Four Hundred Forty Thousand United States Dollars (\$3,440,000.00)** on behave of the National Transit Authority and the government of the Republic of Liberia to the supplier.

#### Article 5: Services

It is mutually agreed by the Parties that the Supplier shall provide the Purchaser, when needed any or all spare parts for the mass transit buses and trucks for the period of one (1) year. Similarly, the Supplier shall provide three (3) engines and the spare parts for the mini buses for the period of one (1) year when needed.

#### Article 6: Duration

It is mutually agreed by both parties that the Supplier shall provide the means of training for mechanic (s) from the Purchaser on the servicing and repair of the new fleet of vehicles (mini buses and Sinotruk Cargo Trucks).

#### Article 7: Duration

This contract shall remain in full effect for a period of Two (2) years. That is to say, commencing from January 1, A.D. 2026 until the full payment is made to the supplier.

#### Article 8: Termination

It is herein agreed by the parties that either party shall have the right to terminate this contract with cause upon thirty-day written notice in advance to the other party.

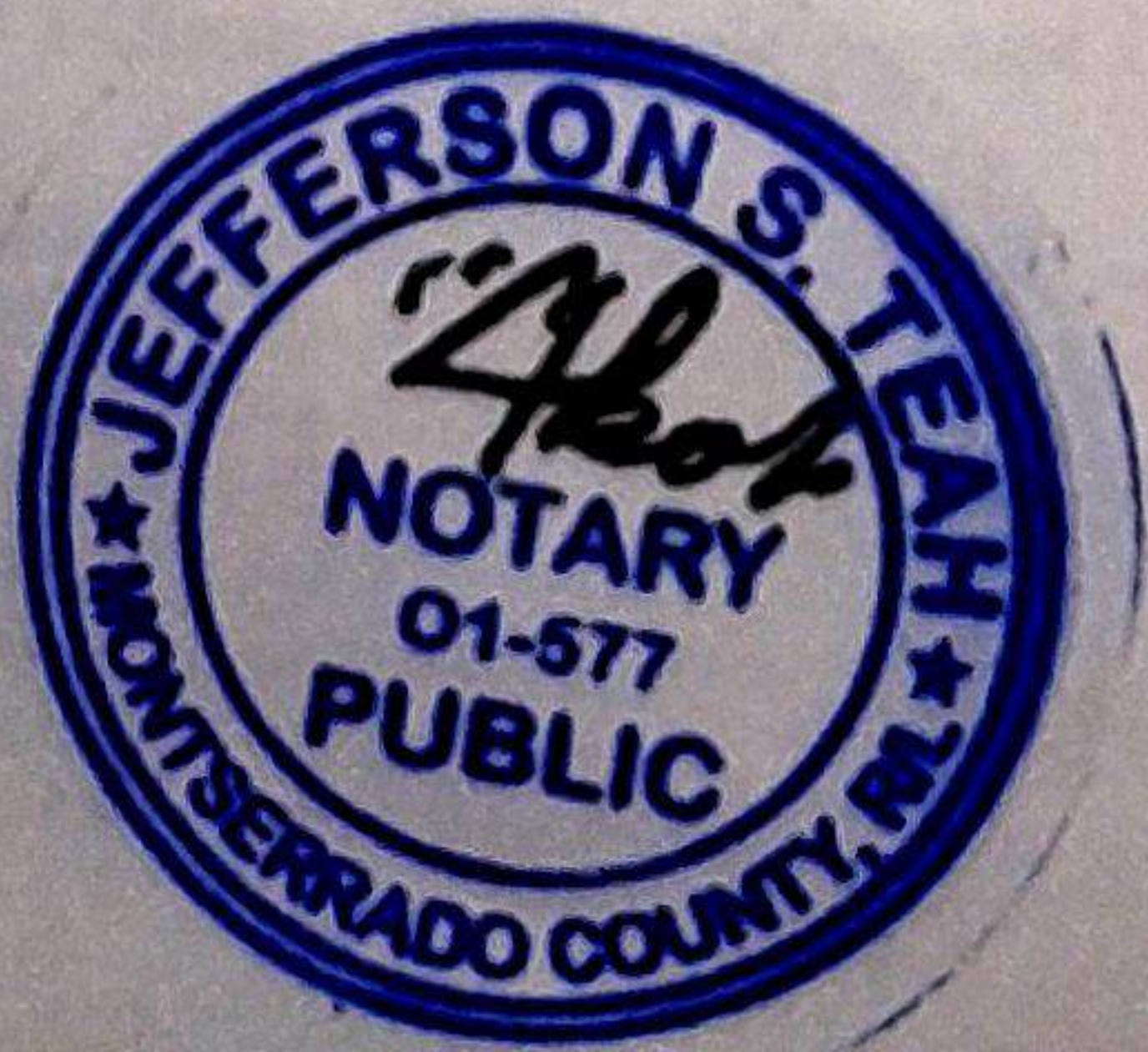
#### Article 9: Warranty Terms

The Parties hereto agreed that ABK Incorporated in collaboration with Tata Motors and SINOTRUK shall warrant each bus and truck sold by it to be free from material defects and defects in functionality. The period of warranty shall be one (1) year or 30,000 KM, or whichever comes first from the date of receipt of all the vehicles. The National Transit Authority shall notify ABK Incorporated's representative, technician, or authority of any damaged or malfunctioning vehicle upon discovery of same within fifteen (15) working days. All of such complaints shall be verified and acknowledged by agents of the Supplier and said defective or malfunctioning vehicle(s) be replaced within one (1) month from the date of acknowledgment. For any replacement of a bus by the Supplier requiring longer than one (1) month, the Supplier shall provide NTA with a notice stating the reasons for the delay and provide the expected timeframe for resolution. Any unnecessary and unaddressed delays by the Supplier in meeting its obligation under this Count shall constitute a breach of this Contract. The obligation under this warranty shall be limited to replacing, free of charge, any such vehicle or specific part as deemed to be defective in the opinion of the Parties and shall not extend to consequential losses. The replaced vehicle or part shall become the property of the Supplier (ABK Incorporated).

#### Article 10: Force Majeure

In the event of force majeure, the Parties mutually agree that this Contract shall be suspended until such period of force majeure is abated and normal conditions are restored.

Force majeure is herein defined as natural disasters, acts of God, war, or civil disturbances which shall hinder, delay, or make impossible the performance of this Contract. Whatever time is lost as a result of force majeure shall be added to the life of this contract, given that the NTA is promptly informed through documentary evidence of the force majeure circumstances.





### Article 11: Arbitration

It is mutually agreed and understood by the Parties hereto that failure to the Parties to find an amicable settlement, all disputes arising from this Agreement or related to it shall be finally settled in accordance with the arbitration rules of the Republic of Liberia.

### Article 12: Binding Effects

The terms and conditions stated above constitute an agreement between the parties stated in the preamble. Hence, no statement, promises, or inducements made by any other party or agent or any party that is not contained in this agreement shall be valid or binding. The terms and conditions herein contained shall also be binding upon the parties hereto, their heirs, administrators, executors, legal representatives, successors-in-business, and assigns as though they were herein mentioned by names.

### Article 13: Governing Law

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

### Article 14: Entire Agreement

This contract and the attachments hereto made, constitute the entire agreement between the parties relating to the subject matter and supersede any other oral statements, discussions, representations, or agreements made by either party to the other.

### Article 15: Contract Modification or Extension

The parties agreed that this contract may be modified in whole or in part only with the written consent of both parties and under the terms and conditions to be negotiated. Any such modification shall be duly executed as an addendum and may be requested by either party.



IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this instrument and affixed our names and signatures on this 19<sup>th</sup> day of March, A. D. 2025.

IN THE PRESENCE OF:

FOR THE PURCHASER (NTA):

[Signature] 03-07-2025

[Signature] 03/07/25  
Hon. Edmund Forh Forh  
Managing Director [NTA]

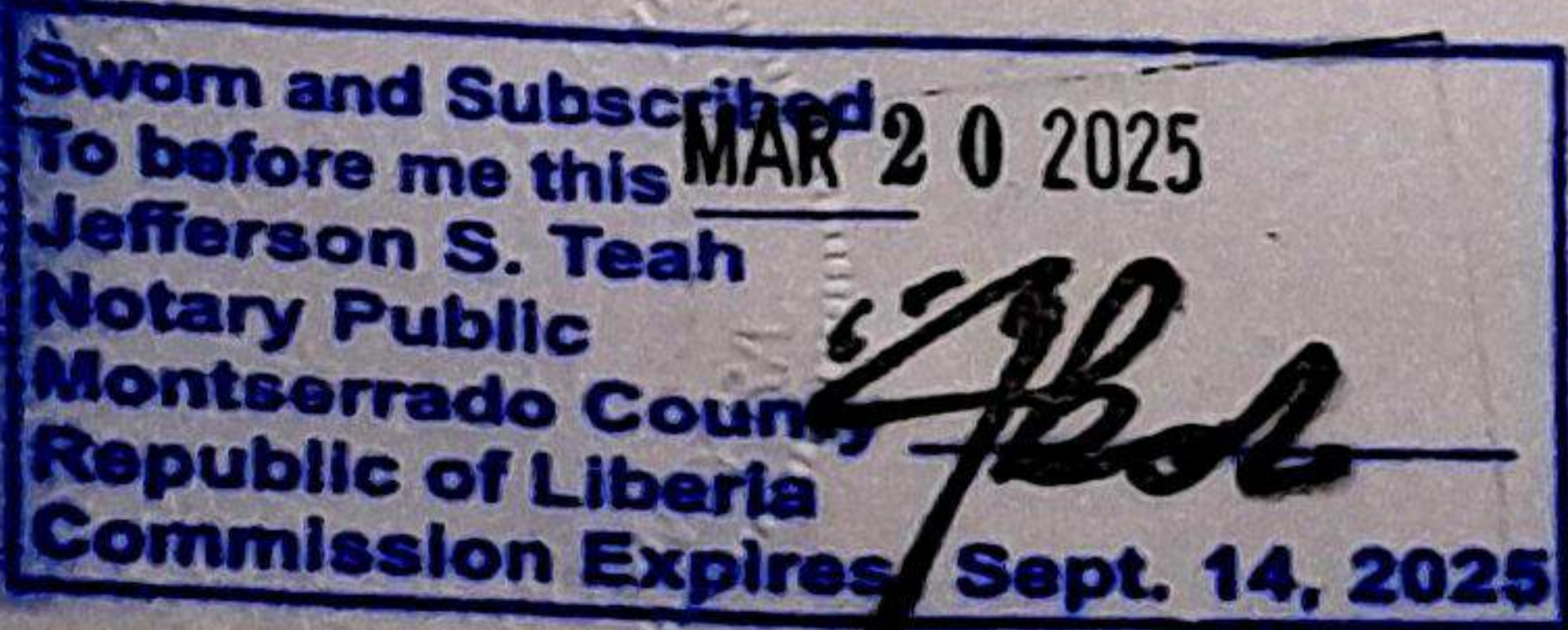
[Signature] 3/7/2025

FOR THE SUPPLIER:

[Signature]  
Mr. Alieu B. Kromah  
CEO - ABK Incorporated

Approved: [Signature]  
Augustine Kpehe Ngafuan  
Minister of Finance & Development Planning/RL

Attested: [Signature] 3/19/25  
N. Oswald Tweh  
Minister of Justice/RL



BUSES AND TRUCKS SUPPLY CONTRACT-2025



### Repayment Schedule [to be added]

Year one (1): [2026]: Total amount payable, One Million Seven Hundred Twenty Thousand United States Dollars (US\$1,720,000.00)

#### Installments:

- a. January – March, 2026 = US\$ 430,000.00
  - b. April – June, 2026 = US\$ 430,000.00
  - c. July – Sept, 2026 = US\$ 430,000.00
  - d. Oct – Dec, 2026 = US\$ 430,000.00
- US\$ 1,720,000.00

Year two (2): [2027]: Total amount payable, One Million Seven Hundred Twenty Thousand United States Dollars (US\$1,720,000.00)

#### Installments:

- a. January – March, 2027 = US\$ 430,000.00
  - b. April – June, 2027 = US\$ 430,000.00
  - c. July – Sept, 2027 = US\$ 430,000.00
  - d. Oct – Dec, 2027 = US\$ 430,000.00
- US\$ 1,720,000.00

Total amount for year one and two is Three Million Four Hundred Forty Thousand United States Dollars (US\$ 3,440,000.00) *HA*

*9*

