



**L.R.No: 2/4/387 (Orig. 2/4/58/2) - MUTHAIGA.**

**CELL PHONE: +254722164973/+254724667397**

**WHATSAPP: +254716443433**

**Email: sahalproperties5@gmail.com**

## **CONTRACT AGREEMENT**

**This Agreement** is made on 4th April 2023, by and between:

### **Barre Digital Market**

(Hereinafter referred to as "Supplier"),

a company duly registered in both Kenya and Somalia, having its principal place of business at [Sana Sana RD, South B, Nairobi Kenya ], represented by **Dr. Yusuf Barre**, CEO and Manager.

AND

### **Sahal Properties LTD**

(Hereinafter referred to as "Buyer"),

a company duly registered in Kenya, having its principal place of business at [MUTHAIGA, Nairobi-Kenya ], represented by **Dr. Bashir Ali Ahmed**, Company Program Manager.

## **WHEREAS**

1. The Supplier agrees to supply **four (4) Heavy Recovery Trucks - 6x6 traction** and **four (4) Fuel Tankers** to the Buyer.
2. The Buyer agrees to purchase and accept delivery of these vehicles under the terms and conditions specified in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

## **1. Scope of Work**

- The Supplier shall provide:
  1. Four (4) Heavy Recovery Trucks - 6x6 traction, meeting the detailed specifications attached in **Annex 1**.
  2. Four (4) Fuel Tankers, meeting the detailed specifications attached in **Annex 2**.
- All vehicles shall be delivered to **Mombasa Seaport, Kenya**, under **Delivered at Terminal (DAT) terms**, as per Incoterms 2020.

## **2. Technical Specifications**

The Heavy Recovery Trucks and Fuel Tankers shall meet the general and specific technical requirements as per the following:

### **Heavy Recovery Trucks (6x6 traction)**

- Engine power: 280 kW minimum (375hp)
- Fuel type: Diesel
- Emission level: Euro 2
- Transmission: 12-speed manual
- Steering orientation: Left Hand Drive (LHD)
- Additional features: Full air brakes, ABS, power steering, air conditioning, hydraulic winch, and crane with a 20-ton capacity.

### **Fuel Tankers**

- Seating capacity: 2 persons including the driver
- Engine type: Cummins with 6 cylinders
- Power Output: 300HP
- Transmission: 12+2 speed manual
- Capacity: 19,000 liters
- Additional features: PTO pump, fire extinguisher, anti-surge baffles, and fully road-legal light systems.

(Full specifications are detailed in **Annex 1** and **Annex 2** of this Agreement).

## **3. Price and Payment Terms**

The total agreed price for the vehicles and services provided is as follows:

### **Heavy Recovery Trucks (4 Units)**

- Unit Price: USD 98,700
- Total Price: USD 394,800
- Freight to Mombasa Seaport: USD 8,600/unit (Total: USD 34,400)
- Insurance: USD 5,922/unit (Total: USD 23,688)
- Miscellaneous: USD 1,900/unit (Total: USD 7,600)
- **Total Price for Heavy Recovery Trucks: USD 460,488**

### **Fuel Tankers (4 Units)**

- Unit Price: USD 49,800
- Total Price: USD 199,200
- Freight to Mombasa Seaport: USD 4,600/unit (Total: USD 18,400)
- Insurance: USD 2,988/unit (Total: USD 11,952)
- Miscellaneous: USD 1,200/unit (Total: USD 4,800)
- **Total Price for Fuel Tankers: USD 234,352**

### **Grand Total Price:**

USD 460,488 + USD 234,352 = **USD 694,840**

- Payment will be made via bank transfer to the Supplier's designated account. 50% of the total price shall be paid upon signing of this Agreement, and the remaining 50% upon delivery of the vehicles to Mombasa Seaport, Kenya.

## **4. Delivery Terms**

- The vehicles will be delivered to **Mombasa Seaport, Kenya**, under DAT (Delivered at Terminal) terms, with all associated shipping and insurance costs covered by the Supplier.
- The estimated delivery date shall be no later than 30 days from the date of this Agreement.
- Any delay in delivery beyond the specified date shall incur a penalty of 1% of the contract value per week of delay, up to a maximum of 10%.

#### 5. Warranties and Maintenance

- The Supplier shall provide a **manufacturer's warranty** for each vehicle of 1 year or 50,000 km, whichever comes first.
- The Supplier agrees to provide a **spare parts kit** and perform pre-delivery inspections (PDI) before shipment.

#### 6. Taxes and Insurance

- All applicable taxes and customs duties in Kenya and Somalia shall be the responsibility of the Buyer.
- The Supplier will arrange insurance covering the vehicles during shipment to Mombasa Seaport, Kenya.

#### 7. Miscellaneous

- This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, written or oral.
- Any disputes arising from this Agreement shall be settled by mutual consultation. If unresolved, the dispute will be referred to arbitration in accordance with Kenyan law.

IN WITNESS WHEREOF, the parties have executed this Contract Agreement as of the date first above written.

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#### Barre Digital Market

Signed by:

Name: Dr. Yusuf Barre

Title: Project Manager

Date: 04/04/2023

#### Sahal Properties LTD

Signed by:

Name: Dr. Bashir Ali Ahmed

Title: program Manager.

Date: 04/04/2023



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**Annex 1:** Specifications for Heavy Recovery Trucks

**Annex 2:** Specifications for Fuel Tankers



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## **PURCHASE ORDER**

**Purchase Order No:** SIP/PO/001/2023

**Date:** 10th April 2023

### **Supplier:**

Barre Digital Market

Address: Sana Sana Rd, South B, Nairobi-Kenya

Contact Person: Dr. Yusuf Barre (CEO)

Phone: +254793990067

Email: info@barredigitalmarket.cm

### **Buyer:**

Sahal Properties LTD

Address:

Contact Person: Dr. Bashir Ali Ahmed (Manager)

Phone: +254-716443433

Email: sahalproperties5@gmail.com

**Reference:** Contract Agreement dated 04/04/2023 between Barre Digital Market and Sahal Properties LTD for the supply of Heavy Recovery Trucks (6x6 traction) and Fuel Tankers.

## **Item Details**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price (USD)</b>	<b>Total Price (USD)</b>
<b>Heavy Recovery Trucks (6x6 traction)</b>	4 Units	98,700	394,800
Freight to Mombasa Seaport, Kenya	4 Units	8,600	34,400
Insurance Cost	4 Units	5,922	23,688
Miscellaneous Costs	4 Units	1,900	7,600
<b>Sub-Total for Heavy Recovery Trucks</b>			<b>460,488</b>

Description	Quantity	Unit Price (USD)	Total Price (USD)
<b>Fuel Tankers</b>	4 Units	49,800	199,200
Freight to Mombasa Seaport, Kenya	4 Units	4,600	18,400
Insurance Cost	4 Units	2,988	11,952
Miscellaneous Costs	4 Units	1,200	4,800
<b>Sub-Total for Fuel Tankers</b>			<b>234,352</b>
<b>Grand Total</b>			<b>694,840</b>

## Terms and Conditions

### 1. Payment Terms:

- 50% of the total amount (USD 347,420) to be paid upon issuance of this Purchase Order.
- Remaining 50% (USD 347,420) to be paid upon delivery of the vehicles to Mombasa Seaport, Kenya.

### 2. Delivery Terms:

- **Delivered at Terminal (DAT)** to Mombasa Seaport, Kenya, as per the contract agreement.
- Estimated delivery date: No later than 30 days from the date of this Purchase Order.

### 3. Warranty:

- A 1-year or 50,000 km warranty (whichever comes first) is provided for all vehicles.

### 4. Insurance:

- Insurance costs included, covering transit to Mombasa Seaport, Kenya.

### 5. Contact for Delivery:

- The Buyer shall coordinate with the Supplier regarding all logistics and shipping arrangements to Mombasa Seaport

## Pictures and clarifications:

### 1.0 Heavy Recovery Trucks (6x6 traction





## 2.0 Fuel Tankers



**Approval and Acknowledgment:**

**Barre Digital Market**

Authorized Signature:

Name: Dr. Yusuf Barre

Title: CEO

Date: 10/04/2023



**Sahal Properties LTD**

Authorized Signature:

Name: Dr. Bashir Ali Ahmed

Title: Manager.

Date: 10/04/2023



This Purchase Order is issued under the terms of the contract dated 04/04/2023 between Barre Digital Market and Sahal Properties LTD. Please provide an official confirmation of this order within 7 days.