

**REPUBLIC OF LIBERIA)  
MONTSERRADO COUNTY)**

**VEHICLE MAINTENANCE SERVICE AGREEMENT**

**THIS FRAMEWORK AGREEMENT** is made and entered this 19<sup>th</sup> day of September 2022 by and between the Liberia Maritime Authority, an autonomous agency of Government of Liberia, organized existing, and doing business under the statutory laws of the Republic of Liberia, located at 148 Maritime Drive, Oldest Congo Town, opposite EJS Ministerial Complex at and represented by its Principal Director of Administration & Legal Services, Cllr. Nya S. Gbaintor, of the City of Monrovia, County of Montserrado, Republic of Liberia, hereinafter referred to as "Authority", and Zwanna Auto Workshop, a business duly organized and existing under the laws of the Republic of Liberia, located at Garnerville, Monrovia, Liberia and represented by its General Manager Mr. Edward Molley, also of the City of Monrovia, Liberia, hereinafter referred to as "Provider". Both LiMA and Provider are hereinafter individually referred to as "party", and collectively as "the Parties".

**RECITALS:**

**WHEREAS**, the Authority placed an offer (National Competitive Bidding IFB No. LiMA/SBA/NCB/007/2022 in local newspapers seeking bids from Vehicle Maintenance Service providers to provide Vehicle Maintenance Services to the Authority for the 2022 fiscal year; and

**WHEREAS**, the Provider responded to the bid solicitation with a sealed bid expressing its interest to provide the Authority with Vehicle Maintenance Services for the period; and

**WHEREAS**, the Authority selected Provider as the vendor to provide its Vehicle Maintenance Services after a careful review of the bids submitted by the bidders and the due diligence it performed as required by the Amended PPCC Act of 2010 to verify the information contained in the bids as meeting its technical specifications; and

**WHEREAS**, in like manner, the Provider has accepted to provide the Authority with Vehicle Maintenance Services under the terms and condition of this Agreement and will use its best efforts irrespective of constraints it may face by unexpected circumstances beyond its control to provide constant supply of Vehicle Maintenance Services to the Authority at a competitive market price.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, the Parties agree as follows.

**Article I  
Award**

The Authority, after receiving, reviewing, and evaluating various sealed bids it received in response to its National Competitive Bidding IFB No. LiMA/SBA/NCB/007/2022, hereby agrees and awards and by these presents does award this contract to the Provider to supply Vehicle Maintenance Services to the Authority under the terms and conditions of the Agreement.

**Article II  
Term**

It is mutually agreed and understood by the Parties that the term of this Agreement shall be for the certain period of twelve (12) months certain commencing the \_\_\_\_ day of January of 2022 and ending on the 31<sup>st</sup> day of December 2022. At the end of this term, the Parties may agree to renew/extend this Agreement of terms and conditions to be agreed.

**Article III  
Scope of performance**

It is mutually agreed and understood that for and in consideration of the payment to be made by the

**Article IV**  
**Payment**

It is mutually agreed and understood by the Parties that the Authority shall make payment for the total value of the contract, on a need basis to the Provider at least thirty (30) days after the services are rendered and upon the submission of an Invoice and Delivery Note to the Authority by the Provider.

**Article V**  
**Warranty**

It is mutually agreed and understood by the Parties hereto that the Authority has the right to reject and return any or all vehicle maintenance services provided which are faulty and/ or below the standard requested for within thirty (30) days of delivery by the Provider to the Authority.

The Provider agrees and warrants to replace any, or all returned items with goods of the quality requested for by the Authority.

**Article VI**  
**Independent Contractor**

It is mutually agreed and understood by the Parties hereto that the Provider is an independent contractor and that this Agreement in no way or form creates an employer-employee relationship between the Authority and the Provider. The Provider shall continue to be independently responsible for its obligations and no obligation may be transferred to the Authority by this Agreement.

**Article VII**  
**Termination**

It is mutually agreed and understood that the failure of the Provider or the Authority to perform its obligations in strict adherence to the terms, conditions and stipulations of this Agreement, shall subject same to termination by either party upon given four (4) weeks written notice to the Party in breach and if the Party so being notified, fails to rectify said breach within two (2) weeks period of the notice.

Notwithstanding, the Authority reserves the right to terminate this Contract by giving two (2) weeks written notice to the Provider, which notice shall be addressed to the Provider on his/her address hereunder:

**SUPPLIERS'S ADDRESS**  
GARNERVILLE  
MONROVIA, LIBERIA

**Article VIII**  
**Force Majeure**

In the event of force majeure, the Parties mutually agree that this Framework Agreement 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, civil disturbance or other events beyond the Parties, control that may hinder, delay or make impossible performance of this Agreement. Whatever time is lost because of force majeure shall be added to the life of this Agreement, given that the Authority is promptly informed through documentary evidence of the force majeure circumstances.

**Article IX**  
**Notices**

It is mutually agreed and understood by the Parties hereto that all notices shall only be deemed served if such notice is delivered in writing to the address of each party.

**Article X**  
**Modification**

**Article XI**  
**Implied Waivers**

The failure of either of the Parties hereto to insist upon strict performance of any of the covenants and conditions of this Agreement in any one or more instances shall not be construed and will not be construed or implied as waiver or relinquished in the future of any such covenant or conditions, but same shall remain in full force and effect.

**Article XII**  
**Headings**

It is mutually agreed and understood by the Parties hereto that the heading of each article is meant for organizing this Agreement for ease of reference and should not be construed as an operative or determinative word for said article.

**Article XIII**  
**Governing Law**

It is mutually agreed and understood by the parties hereto that the law governing this Vehicle Maintenance Services Agreement is the Laws of the Republic of Liberia.

**Article XIV**  
**Binding Effect**

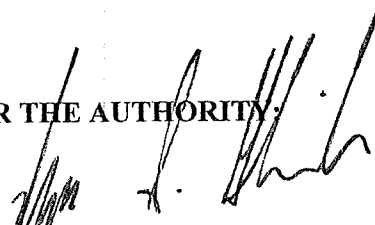
It is hereby expressly agreed and understood by both parties that the terms and conditions herein contained shall be binding upon the parties hereto, their heirs, administrators, executors, legal representatives, successors-in-business and assigns as though they were herein mentioned by names.

**INWITNESS WHEREOF, THE PARTIES**  
Hereto have executed and acknowledge this  
Instrument and affixed our names and signature  
On this 17<sup>th</sup> day of September 2022

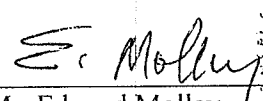
**IN THE PRESENCE OF:**

\_\_\_\_\_

**FOR THE AUTHORITY:**

  
\_\_\_\_\_  
Nya S. Gbaintor, Esq.  
**Principal Director of Administration  
& Legal Affairs**

**FOR THE PROVIDER:**

  
\_\_\_\_\_  
Mr. Edward Molley  
**General Manager**

