

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

VEHICLE RENTAL SERVICE AGREEMENT

THIS FRAMEWORK AGREEMENT is made and entered this ____ 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 1948 Maritime Drive, Oldest Congo Town, opposite the EJS Ministerial Complex 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 Hardline Ville, a business duly organized and existing under the laws of the Republic of Liberia, located at Hardline Ville, Grand Bassa County, Liberia and represented by its General Manager Mr. Mohammed Barry also of the City Buchanan, Liberia, hereinafter referred to as “Provider”. Both the Authority and Provider are hereinafter individually referred to as the “party”, and collectively as “the Parties”.

RECITALS:

WHEREAS, the Authority placed an offer (National Competitive Bidding IFB No. LiMA/SBA/RB/001/2022 seeking bids from Vehicle Rental Services to provide Vehicle Rental 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 its Vehicle Rental Services for the period; and

WHEREAS, the Authority selected Provider as the vendor for the supply of Vehicle Rental 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 Rental services under the terms and conditions 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 Rental 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/RB/001/2022 Lot#2 hereby agrees and awards and by these presents does award this Contract to the Provider to supply vehicles rental services to the Authority under the terms and conditions of the Agreement.

Article II

Term

It is mutually agreed and understood by the Parties hereto that the terms of this Agreement shall be for the period of twelve (12) months certain commencing the ____ day of January 2022 and ending on the 31st day of December 2022. At the end of this term, the Parties may agree to renew or 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

Article IV
Payment

It is mutually agreed and understood by the parties that the Authority shall make payment for the value of the contract on a need basis to the Provider at least thirty (30) days after the requested supplies and materials are supplied and upon the submission of an invoice and a delivery note to the Authority by the Supplier.

Article V
Warranty

It is mutually agreed and understood by the Parties hereto that the Authority has the right to reject and return any vehicle(s) which is/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, and all returned Vehicle(s) 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 Contract in no way or form creates an employer-employee relationship between the Authority and the Supplier. The Supplier shall continue to be independently responsible for its obligations and no obligation may be transferred to the Authority by this Contract.

Article VII
Termination

It is mutually agreed and understood that the failure of the Provider or the Authority to perform in strict adherence to the terms, conditions and stipulations of this Contract, 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 the period of the notice.
Notwithstanding, the either party reserves the right to terminate this Contract by giving two (2) weeks written notice to the other party, which notice shall be addressed to the Authority on the one hand and to the Supplier on the other hand and at their respective addresses hereunder:

THE AUTHORITY'S ADDRESS
1948 MARITIME DRIVE, OLDEST CONGO TOWN
OPPOSITE EJS MINISTERIAL COMPLEX
P.O. BOX 10-9042
1000 MONROVIA 10-LIBERIA

SUPPLIER'S ADDRESS
HARDLINE VILLE CAR RENTAL
GRAND BASSA COUNTY
REPUBLIC OF LIBERIA

Article VIII
Force Majeure

In the event of force majeure, the Parties mutually agree that this Vehicle Rental Service Contract shall be suspended until such period of force majeure is abated and normal conditions are restored. Force majeure is herein defined as nature disasters, acts of God, war, civil disturbance or other events beyond the Parties control that may hinder, delay or make impossible performance of this Contract. Whatever time is lost because of force majeure shall be added to the life of this Contract, given that the Authority is promptly informed through documentary evidence of the force majeure

Article X
Modification

This instrument contains the whole agreement between the parties hereto. There are no terms, obligations, covenants or conditions other than those set forth herein. No modification or verification hereof shall be valid unless it is expressly agreed and approved by the parties in writing. This Agreement supersedes all other communications either written or oral in connection with the assignment.

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

It is mutually agreed and understood by the parties hereto that the law governing this Vehicle Rental Service Agreement shall be the Laws of the Republic of Liberia.

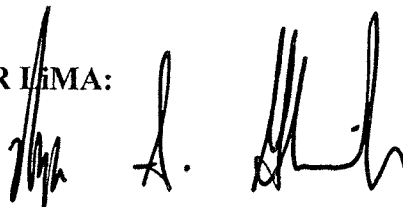
Article XIV
Binding Effect

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-business and assigns as though they were herein mentioned by names.

IN WITNESS WHEREOF, the parties
Hereto have executed and acknowledged this
Instrument and affixed our names and signatures
On this ____ day of September 2022

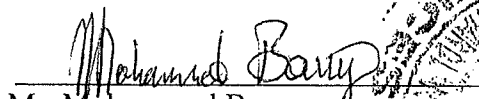
IN THE PRESENCE OF:

FOR LIMA:



Cllr. Nya S. Gbaintor,
Principal Director of Administration
& Legal Affairs

FOR HARDLINE VILLE CAR RENTAL:


MOHAMED BARRY