

MOTOR VEHICLES SERVICING AGREEMENT

This Servicing Agreement made and entered into this 14th day of November, A.D. 2022 by and between **Liberia Telecommunications Corporation (LTC Mobile)**, a Public Corporation organized and owned by the Liberian Government, with its principal offices located at Broad and Lynch Streets, represented by its Chief Executive Officer, Hon. Richmond N. Tobii, of the City of Monrovia, County of Montserrado, Republic of Liberia, hereinafter known and referred to as the **"BUYER"** and **Servo Garage Inc.**, an entity registered and operating under the laws of the Republic of Liberia, with its offices located at Airfield New Road, Sinkor, Monrovia, represented by its Managing Director, Mr. Firas Shams, of the City of Monrovia, County of Montserrado, Republic of Liberia, herein after known and referred to as the **"SERVICE PROVIDER"**. The BUYER and the SERVICE PROVIDER are also hereinafter collectively known and referred to as the **"PARTIES"**; hereby:

WITNESSETH:

WHEREAS, the **BUYER** invited Tenders for the Repairs & Maintenance of **Motor Vehicles** for its operations through the Restricted Bidding Process as prescribed under Section 50 of the Amended and Restated Public Procurement and Concessions Act of Liberia (PPCA 2010) and Servo Garage Inc. won the bid to do repairs and corrective maintenance of all LTC Mobile's non-warranty vehicles; and

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

NOW, THEREFORE, for and in consideration of the mutual promises exchanged and agreements herein contained, the Parties do hereby agreed to the following to wit:

Article 1

Contract Award & Objective

The Buyer hereby awards this Maintenance Servicing Agreement Contract to the Service Provider, **Servo Garage Inc.**, for the provision of servicing and maintenance (as and when required in accordance with the maintenance schedule of the owner's manual) for two (2) Renault 380 trucks, one (1) Nissan Urvan Bus, one (1) Nissan Civilian Bus, one (1) Toyota Land Cruiser Jeep, two (2) UAZ Profi Pickups, two (2) Toyota Hilux Pickups and one (1) Foton Truck for the duration two (2) months. It is hereby further agreed by the Parties that the Service Provider shall provide the service in a professional manner and the Buyer shall only take vehicles elsewhere when the Service Provider does not have the capacity to service same within the stipulated servicing period during the contract period.

Article 2

Orders & Delivery

2.1.1 Service Orders

The Service Provider requires and the Buyer agrees that a 48-hours prior notice is given for any servicing, unless in the case of emergency or extreme urgency.

The Service Provider guarantees that the vehicles will be serviced within official work hours on the date delivered for service, or eight (8) hours at most, unless the nature of the servicing/maintenance requires extra days.

The Buyer shall send Service Orders signed by one of its authorized representatives or a scanned copy of the signed Service Order by Email to the Service Provider representative at servogarage2016@gmail.com.

It is also mutually agreed that the "Service Provider", shall issue a service/job completion form which is counter signed by Mr. Vernon Scott, Director for Operations LTC Mobile for all regular routine maintenance, repair and general servicing of vehicles;

2.1.2 Delivery

The Buyer shall transport the vehicles at the Service Provider's workshop for servicing and the Service Provider shall notify the Buyer to take delivery of the serviced vehicles immediately following the completion of the servicing.

Responsibility of care of vehicles shall transfer from the Buyer to the Service Provider once the vehicles are at the Workshop of the Service Provider.

Article 3

Price and Payment Terms

The Service Provider shall provide the servicing of the vehicles in accordance with the owner's manual Maintenance schedule, the Servicing Cost and Service Package Type indicated below for the duration of this agreement:

3.1 Materials Costs

No.	Name of Items	Q't	Unit of Measure	Frequency Per Quarter	Total Qty	Unit Cost
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Renault Kwid

1	Engine Oil	11	Liters	1	4	8.00
2	Oil Filter	1	Pc	1	4	20.00
3	Fuel Filter	1	Sets	1	4	30.00
4	Brake Pad	2	Sets	2	8	65.00
5	Brake Shoe	2	Sets	2	8	90.00
6	Shock Absorber (Front)	2	Sets	2	8	225.00
7	Shock Absorber (Back)	2	Sets	2	8	225.00
8	Bushing (Front & Back)	2	Sets	2	8	60.00
9	Air Cleaning Element	1	Pc	1	4	65.00
10	Fan Belt	1	Pc	1	4	35.00
11	Fan	1	Pc	1	4	250.00
12	Gear Box	1	Sets	1	1	2,000.00
13	Window Glass	1	Pc	1	1	175.00
14	Window Shield	1	Pc	1	1	400.00
15	Labor Cost	1				

15% of materials cost

Nissan Urban Bus

1	Engine Oil	11	Liters	1		8.00
2	Oil Filter	1	Pc	1		15.00
3	Fuel Filter	1	Sets	1		20.00
4	Brake Pad	2	Sets	2		65.00
5	Brake Shoe	2	Sets	2		90.00
6	Shock Absorber (Front)	2	Sets	2		125.00
7	Shock Absorber (Back)	2	Sets	2		125.00
8	Bushing (Front & Back)	2	Sets	2		40.00
9	Air Cleaning Element	1	Pc	1		65.00

Toyota Land Cruiser

1	Engine Oil	11	Liters	1		88.00
2	Oil Filter	1	Pc	1		20.00
3	Fuel Filter	1	Sets	1		30.00
4	Brake Pad	2	Sets	2		65.00
5	Brake Shoe	2	Sets	2		90.00
6	Shock Absorber (Front)	2	Sets	2		275.00
7	Shock Absorber (Back)	2	Sets	2		275.00
8	Bushing (Front & Back)	2	Sets	2		25.00
9	Air Cleaning Element	1	Pc	1		65.00
10	Fan Belt	1	Pc	1		15.00
11	Fan	1	Pc	1		180.00
12	Gear Box	1	Sets	1		3,800.00
13	Window Glass	1	Pc	1		200.00
14	Window Shield	1	Pc	1		375.00
15	Labor Cost	1				

15% of materials cost

10	Fan Belt	1	Pc	1			15.00
11	Fan	1	Pc	1			180.00
12	Gear Box	1	Sets	1			3,800.00
13	Window Glass	1	Pc	1			175.00
14	Window Shield	1	Pc	1			300.00
15	Labor Cost	1				15% of materials cost	
Renault Oroch Pickup							
1	Engine Oil	11	Liters	1			8.00
2	Oil Filter	1	Pc	1			20.00
3	Fuel Filter	1	Sets	1			30.00
4	Brake Pad	2	Sets	2			65.00
5	Brake Shoe	2	Sets	2			90.00
6	Shock Absorber (Front)	2	Sets	2			225.00
7	Shock Absorber (Back)	2	Sets	2			225.00
8	Bushing (Front & Back)	2	Sets	2			40.00
9	Air Cleaning Element	1	Pc	1			65.00
10	Fan Belt	1	Pc	1			30.00
11	Fan	1	Pc	1			200.00
12	Gear Box	1	Sets	1			2,500.00
13	Window Glass	1	Pc	1			175.00
14	Window Shield	1	Pc	1			400.00
15	Labor Cost	1				15% of materials cost	
Renault 380 Truck							
1	Engine Oil	11	Liters	1			8.00
2	Oil Filter	1	Pc	1			20.00
3	Fuel Filter	1	Sets	1			30.00
4	Brake Pad	2	Sets	2			65.00
5	Brake Shoe	2	Sets	2			90.00
6	Shock Absorber (Front)	2	Sets	2			225.00
7	Shock Absorber (Back)	2	Sets	2			225.00
8	Bushing (Front & Back)	2	Sets	2			40.00
9	Air Cleaning Element	1	Pc	1			65.00
10	Fan Belt	1	Pc	1			30.00
11	Fan	1	Pc	1			200.00
12	Gear Box	1	Sets	1			2,500.00
13	Window Glass	1	Pc	1			175.00
14	Window Shield	1	Pc	1			400.00
15	Labor Cost	1				15% of materials cost	
Renault 380 Truck							
1	Engine Oil	11	Liters	1			8.00
2	Oil Filter	1	Pc	1			20.00
3	Fuel Filter	1	Sets	1			30.00
4	Brake Pad	2	Sets	2			65.00
5	Brake Shoe	2	Sets	2			90.00
6	Shock Absorber (Front)	2	Sets	2			225.00
7	Shock Absorber (Back)	2	Sets	2			225.00
8	Bushing (Front & Back)	2	Sets	2			40.00
9	Air Cleaning Element	1	Pc	1			65.00
10	Fan Belt	1	Pc	1			30.00
11	Fan	1	Pc	1			200.00
12	Gear Box	1	Sets	1			2,500.00
13	Window Glass	1	Pc	1			175.00
14	Window Shield	1	Pc	1			400.00
15	Labor Cost	1				15% of materials cost	
UAZ Profi Pickup							
1	Engine Oil	11	Liters	1			8.00
2	Oil Filter	1	Pc	1			25.00
3	Fuel Filter	1	Sets	1			35.00
4	Brake Pad	2	Sets	2			65.00
5	Brake Shoe	2	Sets	2			90.00
6	Shock Absorber (Front)	2	Sets	2			225.00
7	Shock Absorber (Back)	2	Sets	2			225.00
8	Bushing (Front & Back)	2	Sets	2			20.00
9	Air Cleaning Element	1	Pc	1			65.00
10	Fan Belt	1	Pc	1			15.00
11	Fan	1	Pc	1			175.00
12	Gear Box	1	Sets	1			3,800.00
13	Window Glass	1	Pc	1			175.00
14	Window Shield	1	Pc	1			300.00
15	Labor Cost	1				15% of materials cost	
Foton Truck							
1	Engine Oil	11	Liters	1			8.00
2	Oil Filter	1	Pc	1			30.00
3	Fuel Filter	1	Sets	1			60.00
4	Brake Pad	2	Sets	2			90.00
5	Brake Shoe	2	Sets	2			125.00
6	Shock Absorber (Front)	2	Sets	2			275.00
7	Shock Absorber (Back)	2	Sets	2			275.00

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In the event of a dispute arising out of or in relation to the terms of this Agreement, the Chief Executive Officer (CEO) of the Service Provider and the Chief Executive Officer (CEO) of the Buyer, shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If such persons are unable to resolve the dispute in a satisfactory manner within thirty (30) business days, either party may seek binding arbitration. Upon receipt of written notice by either party calling for arbitration with respect to any dispute arising out of or in relation to the terms of this Agreement, the matter shall be submitted to binding arbitration under the arbitration rules of the Republic of Liberia. Any decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party.

Article 6
Breach of Contract- (Dispute Resolution)

This Agreement shall be for a period of Two (2) Months up to the end of the calendar Year 2022, effective as of the date of signing.

Article 5
Contract Duration

The Buyer shall pay the Supplier within 30 DAYS from the date of the invoice and completion of the servicing of vehicles.

Article 4
Payment terms

15	Labor Cost	1	15% of materials cost Per Servicing			
14	Window Shield	1	Pc	1		300.00
13	Window Glass	1	Pc	1		175.00
12	Gear Box	1	Sets	1		3,800.00
11	Fan	1	Pc	1		175.00
10	Fan Belt	1	Pc	1		15.00
9	Air Cleaning Element	1	Pc	1		65.00
8	Bushing (Front & Back)	2	Sets	2		25.00
7	Shock Absorber (Back)	2	Sets	2		250.00
6	Shock Absorber (Front)	2	Sets	2		25.00
5	Brake Shoe	2	Sets	2		150.00
4	Brake Pad	2	Sets	2		80.00
3	Fuel Filter	1	Sets	1		30.00
2	Oil Filter	1	Pc	1		20.00
1	Engine Oil	11	Liters	1		8.00
Nissan Civilian Bus						
15	Labor Cost	1	15% of materials cost			
14	Window Shield	1	Pc	1		300.00
13	Window Glass	1	Pc	1		175.00
12	Gear Box	1	Sets	1		3,800.00
11	Fan	1	Pc	1		180.00
10	Fan Belt	1	Pc	1		15.00
9	Air Cleaning Element	1	Pc	1		60.00
8	Bushing (Front & Back)	2	Sets	2		20.00
7	Shock Absorber (Back)	2	Sets	2		125.00
6	Shock Absorber (Front)	2	Sets	2		125.00
5	Brake Shoe	2	Sets	2		90.00
4	Brake Pad	2	Sets	2		65.00
3	Fuel Filter	1	Sets	1		30.00
2	Oil Filter	1	Pc	1		20.00
1	Engine Oil	11	Liters	1		8.00
Toyota Hilux Pickup						
15	Labor Cost	1	15% of materials cost			
14	Window Shield	1	Pc	1		400.00
13	Window Glass	1	Pc	1		200.00
12	Gear Box	1	Sets	1		4000.00
11	Fan	1	Pc	1		250.00
10	Fan Belt	1	Pc	1		60.00
9	Air Cleaning Element	1	Pc	1		65.00
8	Bushing (Front & Back)	2	Sets	2		60.00

**Article 7
Taxes**

The Parties have agreed that, during the life span of this Contract, applicable taxes associated with the value of the contract and conduct of the business shall be paid by the Service Provider to the Liberia Revenue Authority (LRA) / the appropriate government agency.

**Article 8
Force Majeure**

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to an event of Force Majeure. The term "Force Majeure" as used in this Agreement shall mean acts of God, war, nationwide strikes or labor disputes, embargoes, blockades, revolutions, riots, civil commotions, fires, explosions, earthquakes, or any other natural disasters, or public health emergencies, provided any such cause was not within the reasonable control of the Party claiming the benefit of Force Majeure and could not have been avoided or overcome by such Party through the exercise of due diligence. In the event of force majeure, the contract shall be suspended for the duration of the force majeure.

**Article 9
Notifications**

In the absence of any evidence to the contrary, notices shall be construed as having been received by the other Party on the date upon which the communication was handed over through normal postal services, electronic mail, courier services and or hand delivery (with receipt showing it was received in the office of the persons designated below).

Communications should be forwarded to the following addresses either in full or by designation only:

In the case of Buyer, to:
**Chief Executive Officer
Liberia Telecommunications Corporation
Broad & Lynch Streets
Monrovia, Liberia**

In the case of the Service Provider, to:
**Chief Executive Officer
Servo Garage Inc.
Airfield New Road
Sinkor
Monrovia, Liberia**

**Article 10
Governing Law**

It is mutually agreed and understood by the Parties hereto that the law governing this contract shall be the Laws of the Republic of Liberia.

Amendment

This agreement may be amended or modified, in whole or in part, at any time by the consent of the parties involved. Such amendment must be in writing, signed and dated by each party. No oral modifications or amendments shall be enforceable.

Termination

The Buyer may terminate this Agreement upon a 15-day written Notice to the Service Provider. In the event of termination of this Agreement, due to the fault of the Service Provider, payment shall be forfeited for services not rendered or performed pursuant to the terms and conditions provided hereunder.

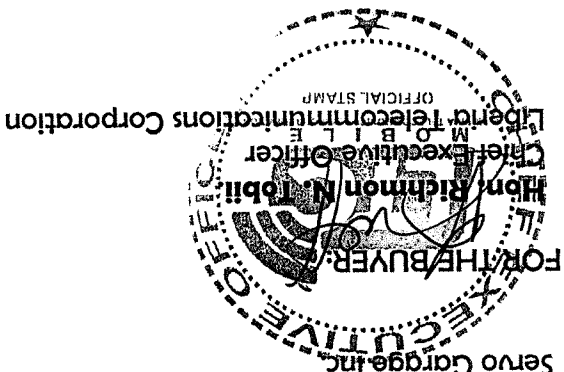
**Article 11
Binding Effects**

The terms and conditions stated above constitute an agreement between the parties stated in the preamble. Hence, no statement, promises and 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.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this instrument and affixed their names and signatures on this 14 day of Nov A. D. 2022.

IN THE PRESENCE OF/ WITNESSES: FOR THE Service Provider:

**Firas Shams
Chief Executive Officer
Servo Garage Inc.**



Executed at Monrovia On the
In two (2) original copies.
The Buyer: Liberia Telecommunications Corporation
The Service Provider: Servo Garage Inc.