

Contract for the Supply of Vehicle Rental Services

This Contract is hereby made and entered into this ____ day of October A.D. 2020, by and between the Ministry of Education represented by its **Minister, Prof. D. Ansu Sonii Sr.**, hereinafter known and referred to as the **Purchaser** and **Brooklyn Group of Companies**, represented by its General Manager **George A. Miller** hereinafter known and referred to as the **Service Provider**. The parties' mutuality agrees as follow to wit:

Witnesseth:

Whereas, **Service Provider**, through the bidding system, identified as a suitable firm with the requisite technical know-how and experience, as per bid requirement to deliver, upon request or immediately the needed vehicle rental services as indicated in the bid documents (**Bids, RFQ No: MOE/SBA/NCB/002/20/21**), which shall form a cogent part of this Agreement.

Whereas, the Purchaser desires to apportion funds towards the cost of procuring vehicle rental under a Framework Agreement for contract Lots 1, 2 and 4 pursuant to the **Ref: IFB No: MOE/EIE/SBA/NCB/004/20/21**

Whereas, the Service Provider, a Liberian Corporation, registered under the Liberian Corporation Laws and having its registered office in Monrovia, Liberia, participated in the bidding process by submitting BIDS, inclusive of proforma invoice, and

Whereas, the ~~Purchaser~~ is willing to enter into the Agreement with the **Service Provider** in reliance of the ~~Service Provider's undertaking~~ to deliver the requisite **Vehicle Rental Services** upon request in accordance with ~~the~~ Agreement and the BIDS submitted by the **Service Provider**; and

~~NOW, therefore, in consideration of the premises, and the mutual obligations undertaken herein, the Purchaser and the Service Provider, intending to be legally bound, hereby agree as follows:~~

OBLIGATION OF SERVICE PROVIDER

1. ~~The Service Provider shall deliver at all time upon request by the purchaser good quality vehicles (Vehicle rental 4 x 4 wheel drive SUV Jeep/fully air conditioner, 6 seated, seat belts, driver, spare tire, jack, Am/FM radio and including fuel/gasoline).~~ Valid Business Registration, Insurance and ~~valid Drivers license~~) as stipulated in Bid document above mentioned based on the Purchase Order prepared by Purchaser in a timely manner. The Service Provider shall be responsible to provide the appropriate vehicle and conduct the services per the specification of the bid documents including ~~but not limited to providing a good-conditioned legally registered vehicle, license driver, fuel/gas for vehicle and safety gears where appropriate for the Ministry of Education and designated persons/partners.~~
2. The **Service Provider** shall complete the delivery of the required **Vehicle Rental Services** requested by the Purchaser within the full term of the contract which serves for the full fiscal year 2020/2021 and commences from the date both parties affix their respective signatures to the contract.
3. Notwithstanding count "2" the **Service Provider** has guaranteed to supply on all **Vehicle Rental Services** upon Purchaser's request in a most timely manner but not exceeding the fiscal year 2020/2021.

COST OF PROJECT/PAYMENT TERMS

4. The parties agree on the contract price and quantity of the **Vehicle Rental Services** based on the below breakdown stipulated herein

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Lots	Detailed description of the items	Location	# of Vehicles	# of days	Unit Price(USD) (In figures/letters)	Total Price(USD)	Service Delivery
Lot #1	Vehicle rental 4 x 4 wheel drive SUV Jeep/fully air conditioner, 6 seated, seat belts, driver, spare tire, jack, Am/FM radio and including fuel/gasoline. Valid Business Registration, Insurance and valid Drivers license	Bomi County	1	1	US\$ 175.00	US 550.00	From Monrovia to the locations indicated, and back to Monrovia.
		Gbarpolu County	1	1	US\$ 200.00		
		Grand Cape Mount	1	1	US\$ 175.00		
Lots #2	Vehicle rental 4 x 4 wheel drive SUV Jeep/fully air conditioner, 6 seated, seat belts, driver, spare tire, jack Am/FM radio and including fuel/gasoline. Valid Business Registration, Insurance and valid Drivers license	Margibi	1	1	US\$ 175.00	US 550.00	From Monrovia to the locations indicated, and back to Monrovia
		Monsterrado I	1	1	US\$ 175.00		
		Monsterrado II	1	1	US\$ 175.00		
Lot #4	Vehicle rental 4 x 4 wheel drive SUV Jeep/fully air conditioner, 6 seated, seat belts, driver, spare tire, jack, Am/FM radio and including fuel/gasoline. Valid Business Registration, Insurance and valid Drivers license	Grand Bassa County	1	1	US\$ 275.00	US 500.00	From Monrovia to the locations indicated, and back to Monrovia.
		Rivercess County	1	1	US\$ 275.00		

- Upon the full delivery of total quantity of vehicle rental services at the designated locations stated above, and a delivery note/certificate of completion of service duly signed by the purchaser designated representative, the purchaser shall pay the SERVICE PROVIDER through its funding sources the total amount stipulated in the supplier's quote and not to exceed the total value of the contract.
- Purchaser covenants and warrants paying or causing to be paid the invoice amount of Vehicle Rental Services offered by the SERVICE PROVIDER within Fifteen (15) days from the date of invoice.
- The Purchaser shall include through the requirement of a negotiated price schedule, the rental services for Pick-ups & Trucks that are not included herein, on an approved Purchase Order or addendum to the contract, due to the Ministry of Education implementation of the covid-19 Response Emergency in Education (EiE) Project

QUALITY

- Service Provider warrants that it shall deliver its Vehicle Rental Services for receipts by Purchaser in a state and condition that is acceptable by the standards of such services compared nationally.

DURATION AND CONTINUANCE OF THE AGREEMENT

- Save for clause "2", the life span of this Agreement shall be for the full fiscal year 2020/2021 commencing from 9th Day of November A. D. 2020 up to and including the last day of fiscal year 2021 provided Purchaser serves notice of intent to cancel this Agreement as provided for in

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count 15 below. The Parties desire this Contract to be a self-executing contract unless there is a clear breach of a provision herein which has not been duly cured by the breaching Party after notice.

DEFAULT AND TERMINATION

10. The following shall constitute Events of Default on the part of the **Service Provider**:

- a) Save in the case of force majeure as defined hereunder in this Agreement, the repeated and persistent failure or refusal by the **Service Provider** to timely perform any material obligation under this Agreement; **provided** that **Purchaser** shall be given ten (10) days prior written notice to the **Service Provider** specifying that a material default or defaults exist which will unless corrected, constitute a material breach of this Agreement on the part of the **Service Provider** unless such default is corrected within a reasonable period;
- b) The occurrence of one more of the following events: The **Service Provider** being or becoming insolvent, bankrupt, or ceasing to pay its debts as they mature.

11. The following shall constitute events of default by the **Purchaser**:

- a) Save in the case of force majeure as defined hereunder in this Agreement the repeated and persistent failure or refusal by **Purchaser** to timely perform any material obligation under the Agreement, **provided** the **Service Provider** shall give ten (10) days' prior written notice to the **Purchaser** specifying that a material default or defaults exists which will, unless corrected constitute a material breach of this Agreement on the part of the **Purchaser** unless such default is corrected within a reasonable period.

12. Termination of Agreement following an Event of Default:

- a) If an Event of Default has occurred, the non-defaulting party shall have the option to terminate this Agreement upon ten (10) days prior written notice from the non-defaulting party to the defaulting party.
- b) If this Agreement is terminated pursuant to this section, the amount of damages, if any which the defaulting party may owe to the non-defaulting party shall be determined by arbitrary persistence to clause "16" hereunder.

13. Neither party shall be in default on account of, and neither party shall assume any liability responsibility for, consequences arising out of the interruptions of its performance under Agreement by epidemics, fire, flood, unusually severe weather or any extraordinary and disturbances, acts of nature or of the public enemy, act of the Liberian Government or another foreign Government in its sovereign capacity, civil commotion, riot, acts of terrorism, insurrection or hostilities (whether or not declared war), condition may adversely affect the safety of either party's personnel and / or equipment, restriction due to quarantines, blockades, embargoes, severe and unforeseen market shortage, or any cause beyond the reasonable control of such party, that arise without the fault or negligence of such party, and that result in the delay of performance hereunder. Any such delay resulting from such events shall be deemed excusable. The party whose performance will be delayed by such events will use its best efforts to notify the other within three (3) days after the occurrence of such an event, and the cessation thereof.

14. The parties agree that if there should be any disputes arising out of the provisions of this Agreement which cannot be resolved by the parties themselves same shall be submitted to a competent court of jurisdiction in Liberia or any court having jurisdiction in any such matter.

15. This Agreement may not be assigned by either party without the prior written notice to the other party, except the **Service Provider** shall have the right to assign this Agreement to any of its subsidiaries or affiliates.

MISCELLANEOUS

16. Regulatory: This Agreement and all operations hereunder are subject to the applicable laws of the Republic of Liberia and the applicable orders, rules, and regulations contained herein shall be not construed as waiver of any to question or contest any such law, order of regulation in any form having jurisdiction in the premises.

17. Notice: All provided for herein shall be in writing and shall be deemed to be delivered to Service Provider when addressed to Seller at:

Brooklyn Group of Companies

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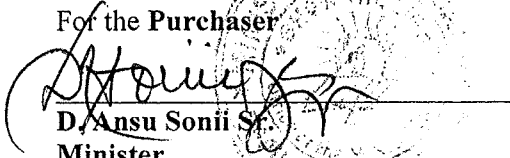
Monrovia, Liberia

And shall be deemed to be delivered to Purchaser when addressed to:
Ministry of Education
Ministerial Complex, Congo Town
Monrovia, Liberia

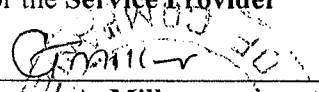
All notices shall be delivered by electronic or physical mail, text, or by such courier that can evident delivery, and to such other single name and address as either party may give to the other party.

18. This Agreement shall be binding upon and inure to the benefit of the parties permitted, the successors and assigns hereto pursuant to this section. Any attempted assignment made contrary to this Section shall be void.

For the Purchaser


D. Ansu Sonii Sr.
Minister
Ministry of Education

For the Service Provider


George A. Miller
General Manager/CEO
Brooklyn Group of Companies

Witnessed:


PURCHASER


SERVICE PROVIDER