

# **VEHICLE SERVICE FRAME WORK CONTRACT**

**THIS CONTRACT** is made and entered into this 10<sup>th</sup> day of July, A.D. 2019 by and between the Ministry of State for Presidential Affairs, Republic of Liberia, represented by and through its Deputy Minister, Honorable G. Wesseh Blamoh (referred to as the "**MINISTRY**"), and Servo Garage, a business duly registered in Liberia, represented by Mr. Firas Shams, General Manager (referred to as the "**SERVICE PROVIDER**"), with its principal place of business in Airfield New Road, Sinkor Monrovia, Liberia. The Ministry and the Service Provider are herein collectively referred to as the "**PARTIES**".

## **WITNESSETH**

**WHEREAS**, the Ministry wishes to contract the services of an entity who deals with and services vehicles efficiently to service the Presidential vehicles of the Office of the President;

**WHEREAS**, the Service Provider represents that it has the capacity to service the vehicles required by the Ministry of State for Presidential Affairs;

**NOW THEREFORE**, in order to memorialize in writing the meeting of the minds of the Parties, and in consideration of the mutual promises exchanged and covenants herein contained, the Parties have entered into this Contract agreeing as follows:

## **ARTICLE I: REPRESENTATION AND WARRANTIES OF THE PARTIES**

1.1 The Ministry has awarded the Procurement Contract for the Service Provider to service the Presidential vehicles over a period as contained in this contract;

1.2 The Service Provider accepts to deliver as is required by the Ministry and represents that it has the capacity to perform in accordance with the terms and conditions of this Contract.

1.3 The Ministry represents that it has the financial capacity to make payments as required under this Contract.

## **ARTICLE IV: DURATION**

2.1 This Contract shall be valid for the period of one (1) year certain, beginning on July 1, A.D. 2019 and ending on June 30, A.D. 2020.

## **ARTICLE III: PAYMENT TERMS**

3.1 In consideration of the services provided by the Customer to the Ministry, the Ministry shall pay the Customer the sum not to exceed the amount of **US\$192,000.00 (United States Dollars One Hundred Ninety Two Thousand)** for servicing of the Presidential vehicles.

## **ARTICLE IV: WARRANTY OF CONTRACT**

4.1 This Contract shall warrant that the spare parts delivered will have a warranty period of three months (4) months certain, beginning as at the time the spare parts are placed on the vehicles. The Service Provider warrants that the malfunctioned spare parts will be replaced free of charge under the warranty period when it is established that the malfunctioned parts are results of factory fault.

## **ARTICLE V: TERMINATION CLAUSE**

case, the Ministry shall serve one week (1) advance notice of termination to the Service Provider prior to the termination. In the event the Ministry makes full or partial payment to the Service Provider before termination, the Service Provider is to make full refund of the amounts paid by Ministry within a reasonable time of five days after termination of the Contract.

5.2 The Service Provider also reserves the right to terminate this Contract for lack of payment by the Ministry after serving a one week advance notice of termination to the Ministry.

#### **ARTICLE VI: DISPUTE RESOLUTION**

6.1 That any dispute arising between the PARTIES in this Contract shall be referred to and settled by arbitration. Each party shall select one person and a third person who shall serve as chairman shall be selected by the persons previously selected.

#### **ARTICLE VII: MISCELLANEOUS PROVISION**

7.1 No failure or delay on the part of the Ministry to exercise any right, power, or privilege shall operate as a waiver or such right, power, or privilege, nor shall the exercise of such right, power, or privilege of any single right, power, or privilege preclude the Ministry from exercising any of the other rights, powers, or privileges provided for.

7.2 This Contract stands in full force, virtue and effect as of signing by the Parties and effective as of the date first mentioned above, and shall be revised or terminated only upon a written notice of termination or revision to either party, of not less than seven (7) calendar days, and such termination or revision shall be based on cause.

7.3 The Parties agree that no portion of this Contract shall be assigned to any third party without the written consent of the Ministry.

7.4 This Contract is binding on the Parties hereto, their successors-in-office and/or business and legal representatives as if they were specifically named herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND AFFIXED THEIR SIGNATURES ON THE DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF

For the **"SERVICE PROVIDER"**

Bishop B. King

  
Mr. Firas Shams

For the **"MINISTRY"**

  
Honorable G. Wesseh Blamoh  
Deputy Minister of State for Presidential  
Affairs R.L.  
