

Framework Contract for the Supply of Vehicle Rental Services

This Contract is hereby made and entered into this _____ day of May A.D. 2022, by and between the Ministry of Education represented by its **Acting Minister, Hon. Latim Da-thong**, hereinafter known and referred to as the **Client** and Beam Transport Service, represented by its General Manager **Byron E. Mappy** 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 Truck rental services as indicated in the bid documents (**Bids, IFB No: MOE/SBA/NCB/002/20/22**), which shall form a cogent part of this Agreement.

Whereas, the Client desires to apportion funds towards the cost of renting Truck under a Framework Agreement for contract pursuant to the **Ref: IFB No: MOE/SBA/NCB/002/20/22**

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 Client 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 this 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 prepared by Client 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 fuel/gas 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 Client within the full term of the contract which serves for the annual year of 2022, 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 rental vehicles upon Client's request in a most timely manner but not exceeding the deadline upon completion of the service as and when required under the annual year 2022.

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 (**Please note that the unit price of each route based on geographical location is stipulated in the company's bid document as received and documented during bid opening and the evaluation, respectively. Hence, the original quoted price forms part and parcel of this contract. See annex 1.0**):

5. Upon the full delivery of total quantity of vehicle rental services at the designated locations stated on the 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.

Lot #	Description	Qty	# of Days	Unit Price (USD)	Total Price (USD)
Lot . 2	Rental Services in Margibi County	1		200.00	200.00
	Rental Services in Bong County	1		225.00	225.00
	Rental Service in Lofa County	1		285.00	285.00
	Rental Services in Nimba County	1		280.00	280.00
Lot. 3	Rental Services to Grand Bassa County	1		265.00	265.00
	Rental Services to Rivercess County	1		280.00	280.00
	Rental Services to Sinoe County	1		300.00	300.00
	Rental Services to River-Gee County	1		290.00	290.00
Lot. 4	Rental Services to Grand Gedeh	1		290.00	290.00
	Rental Services to Maryland County	1		320.00	320.00
	Rental Services to Grand Kru County	1		320.00	320.00
	Rental Services to	1		320.00	320.00

6. Client covenants and warrants paying or causing to be paid the invoice amount of Services offered by the SERVICE PROVIDER within Fifteen (15) days from the date of invoice.

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

DURATION AND CONTINUANCE OF THE AGREEMENT

8. Save for clause "2", the life span of this Agreement shall be upon completion of the assignment under the annual year 2022 commencing from Day of May A. D. 2022. The Client serves notice of intent to cancel this Agreement as provided for in 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

9. 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 Client shall give ten (10) days prior written notice to the Service Provider specifying that a material breach of this Agreement on the part of the Service Provider 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.

10. The following shall constitute events of default by the Client:

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

11. 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.

11. 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.

12. 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.

13. 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.

14. 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

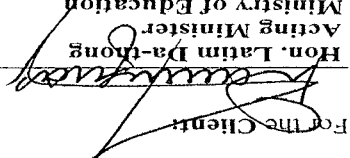
15. Regulatory: This Agreement and all operations hereunder are subject to the applicable laws of the Republic of Liberia and the applicable orders, rules, and regulations contained herein shall be not construed as waiver of any to question or contest any such law, order of regulation in any form having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

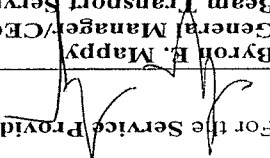
16. Notice: All provided for herein shall be in writing and shall be deemed to be delivered to Service Provider when addressed to Seller at:

Beam Transport Service
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.
17. This Agreement shall be bidding 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 Client:

Hon. Latim Dabang
Acting Minister
Ministry of Education

For the Service Provider:

Byron B. Mappy
General Manager/CEO
Beam Transport Service

Service Provider
Sally Komari

Witnessed:

Client