

COUNTY OF MONTSERRADO)
REPUBLIC OF LIBERIA)

VEHICLES REPAIR & MAINTENANCE AGREEMENT

This Contract for the Repair and maintenance of Vehicles dated this 3rd day of September A. D. 2021 is made and entered into by and between the Ministry of Health, Republic of Liberia through the Covid-19 Incident Management System (party of the first part, hereinafter known and referred to as the "MINISTRY" represented by the Minister/IMS Chairperson Dr. Wilhelmina S. Jallah, and **GURANTEE LOGISTICS**, a business firm organized and existing under the laws of Liberia with principal offices at Jacob Town, Paynesville City, Liberia, represented by its General Manager Mr. Abraham K. Kenneh (hereinafter referred to as the "Contractor"); collectively, the Ministry and the Contractor shall hereinafter be referred to as the "Parties"; and

WITNESSETH:

WHEREAS, The Ministry is charged under Chapter 39 of the amended Executive Law of 1972 with administering government activities pertaining to the protection and improvement of public health;

WHEREAS, the Contractor is a Liberian registered entity;

WHEREAS, there is an outbreak of Coronavirus (COVID-19) and the GOL has set up the Covid-19 Incident Management System to respond to the pandemic;

WHEREAS, the vehicles being used by the Ministry/IMS are in dire need of repair and maintenance;

WHEREAS, due to the urgency of the situation the Ministry's Procurement Unit obtained a PPCC no-objection to use the Restrictive Bidding method in keeping with the Amended and Restated Public Procurement & Concession Act of 2010 and consequently selected the Contractor in keeping with said Act and the Contractor accepts the IMS/Ministry's offer;

WHEREAS, The Ministry requested and obtained a PPCC no objection to use the Restrictive Bidding Method to select the Contractor;

NOW, THEREFORE, in consideration of their mutual interests, promises, warranties and covenants set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

PART I SPECIFIC CONDITION

SECTION 1. SERVICES

Effective as of the commencement date below stated in section 2, the Ministry contracts the services of the Contractor and the Contractor accepts the contract with the Ministry upon the terms and conditions hereafter set forth.

SECTION 2. TERM OF THE SERVICE

The service of the Contractor under this Agreement shall commence on 9th day of September 2021 and continue until terminated by the Ministry/IMS but may automatically extend 30 days beyond the date of such termination to cover for vouchers committed on or before the date of termination but remained unpaid 30 days thereafter pursuant to the Public Financial Management Act of 2010. Any performance beyond the Contract Period shall not be construed as a renewal of the contract; renewal shall only be done by written agreement of the Parties.

SECTION 3 RESPONSIBILITIES OF THE PARTIES:

3.1 The Ministry Shall:

- a) conduct pre-delivery inspection to certify the acceptance of the aforesaid vehicles' spare parts and repair works done
- b) thereafter, upon acceptance, make one hundred percent (100%)

VEHICLES REPAIR CONTRACT-GUARANTEE LOGISTICS-JJ

payment to the Contractor within ten (10) days after delivery of said Vehicles' spare parts carried out the repair works.

3.2. The Contractor Shall:

- a) deliver the Vehicles' spare parts and repair the said vehicles within the period mentioned hereinabove upon receipt of purchase order
For the vehicle spare parts, provide warranty on the all works and parts used except for manufacturing defect which shall survive the warranty period.
- b) Submit maintenance Invoice to the Ministry
- c) Provide technical support to the Ministry during the warranty period
- d) Provide maintenance schedule for the vehicles as in warranty book

3.3. The Contractor shall ensure that the spare parts to be used for the repair works meet the technical specifications as described in Annex – 1, Ministry's bid proposal)

SECTION 4. CONSIDERATION

In consideration for the services of the Contractor to the Ministry as stated above in Section 3, the MINISTRY/IMS under this Agreement shall pay the Contractor the price quoted for each service in the Contractor's accepted quotation and based on the order, supply, delivery, and acceptance of works done on a given occasion. However, the repair and maintenance services to be provided by the Contractor for the period mentioned supra, shall not exceed the amount of **USD\$84,050.00 (eight-four thousand, fifty United States Dollars)**.

SECTION 5. RISK AND DELIVERY:

Subject to Sub-section 3.2, Title to and risk in a repaired vehicle will pass to the Ministry only after the Ministry has received, tested and declared the vehicles satisfactorily repaired.

SECTION 6 CONTRACT DOCUMENT

This document and all annexes hereto together with the following named documents which are incorporated herein by reference constitute the entire contract (herein referred to as the "contract" or this "Contract" between the Ministry and the Seller.

The Contract documents are taken as complementary of one another, but in case of ambiguities discrepancies or inconsistencies among them, the contract shall be interpreted on the basis of the following order of priority:

- a) This Contract
- b) The Ministry's request for Restrictive Bid (Annex 1)
- c) The Bid/Proposal submitted by the Contractor (Annex 2)

SECTION 7: WARRANTY

The Contractor warrants that the product (Trucks spare parts)) to be supplied to the Ministry under this agreement shall:

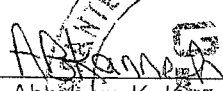
- a) Be new;
- b) Be of merchantable quality;
- c) Be free from defects;
- d) Be fit for the intended purpose;
- e) Be of good material;
- f) Meet the needs of the Ministry as set out in the Ministry's tender for the provision of Repair and maintenance of its vehicles.
- g) Conform to the technical and quality standard and specifications as set out in Annex 2 hereto,
- h) Be safe, of good quality and free from any defect in manufacturing or material,
- i) Correspond strictly with any and all representation, descriptions, and specifications given by the Contractor

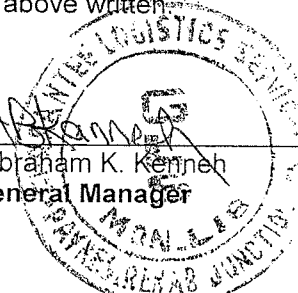
Part I of this agreement known as the specific Conditions includes pages 1 to 3, while

pages 4 to 6 infra, known as part II, consist of the General Conditions of this contract are integrated and form one original agreement entered into by the parties on the commencement date set forth in section 2 above. All terms and conditions shall be read and construed as an integral part of this contract with the same force and effect as set forth therein.

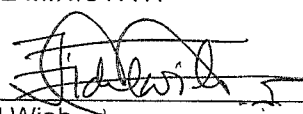
IN WITNESS WHEREOF, the parties have here to set their hands and affixed their signatures on the day and date first above written.

FOR THE CONTRACTOR:


Mr. Abraham K. Kenneh
General Manager



FOR THE MINISTRY:

Signed: 
Mr. Fidel Wiah
Deputy IMS Manager for
Finance & Administration

Approved: 
Dr. Wilhelmina S. Jallah
Minister/IMS Chair



PART II GENERAL CONDITIONS

SECTION 8. LEGAL STATUS.

The parties are independent contracting parties, and nothing in this Agreement will make any Party the employee, Partner, agent, legal representative, trust or joint venture of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other without first obtaining expressed consent.

SECTION 9. DISPUTE SETTLEMENT

Any dispute arising out of or, in connection with this agreement, if attempts at settlement by negotiation have failed, either party may proceed for settlement in a court of competent jurisdiction in Liberia.

SECTION 10. TERMINATION OF CONTRACT

10.1. The Ministry may terminate this Agreement without cause with 15 days' written notice.

10.2. The Ministry may terminate this Agreement immediately with written notice to the Seller if:

- a) The Seller commits a fundamental breach of any of its obligations under this Agreement, and such breach is not remedied (if capable of remedy) within seven (7) days of notice in writing from the Ministry requiring that such breach be remedied;
- b) The Seller is in breach of any of its obligations under this Agreement, which breach is not a fundamental breach and such breach is capable of being remedied and has not been remedied within thirty (7) days of notice in writing from the Ministry requiring that such breach be remedied;
- c) For any reason the Seller is no longer able to perform its obligations under this Agreement;
- d) The Seller becomes insolvent or goes into administration, receivership or liquidation or enters into any arrangement or composition with its creditors or any action is taken for the appointment of an administrator or official manager or receiver of the assets of the Seller; or
- e) The Seller ceases or threatens to cease carrying on business.

10.3 the Seller may terminate this Agreement immediately on written notice to the Ministry if:

- a) The Ministry fails to pay or dispute any tax invoice in accordance with Section 4 and fails to remedy such breach within sixty (60) days of a notice from the Seller requiring the Ministry to remedy the same and stipulating that the Ministry is in breach of this Agreement; or
- b) The ministry become insolvent or goes into administration, receivership or liquidation or enters into any arrangement or composition with its creditors or any action is taken for the appointment of an administrator or official manager or receiver of the assets of the Ministry.

10.4 Termination of this Agreement is without prejudice to any accrued rights of either party as at the date of termination.

SECTION 11. GOVERNING LAWS

This Agreement shall be subject to the laws of Liberia; and subject to the foregoing, the courts in Liberia shall have exclusive jurisdiction.

SECTION 12 TAXATION.

The Seller shall pay all taxes that are due and payable under this contract to the Ministry of Finance.

SECTION 13. INFORMATION DISSEMINATION

13.1 Neither Party will use information contained in this in this Agreement, exchanged in prior negotiations or any tender process for any purpose not contemplated by this Agreement. Each Party must, and ensure that its employees, agents and sub-contractors who need such access in order to perform their duties, receive this information under obligations of confidentiality.

13.2. Section 13.1 does not apply to the extent that:

- a) Either party is required by law to disclose the information;
- b) The information is public knowledge (and has not become public knowledge as a result of either party's breach of confidentiality); or
- c) The information was independently created by a party (and that party has evidence in writing that the information falls within this exception).

SECTION 14. INDEMNIFICATION

The Seller agrees to indemnify, defend and hold harmless the Ministry, and its respective directors, officers and employees from and against any and all loss, damage, injury, death, expense, proceeding, demand, cost, claim or liability incurred by the Ministry (including, without limitation, claims by third parties or claims by Seller employees), arising out of the acts, errors, omissions, breach of contract or negligence of the Seller or its employees, agents or sub-Sellers, including, without limitation, any alleged wrongful use or violation of any copyrighted work or literary property or patented invention, article or appliance. The Seller explicitly and expressly waives any right to immunity under applicable industrial insurance laws with respect to any action against the Ministry as provided above. These provisions shall expressly survive termination of this Agreement

SECTION 15. CONFIDENTIALITY.

In performance of this Agreement or otherwise, all information regarding the activities or business of the Ministry shall at all times be treated by the Seller as confidential and shall not be disclosed or circulated except with the prior written consent of the Ministry or to the extent that the information is or comes into public domain through no fault of the Seller, or that such disclosure is required by law.

SECTION 16 AMENDMENT.

Amendments and modifications to this Agreement shall be made in writing and signed by the parties or their respective authorized agents. The terms of this agreement shall extend to and be binding on The Parties, their successors in office, legal representatives and heirs during the life of the agreement.

SECTION 17 ACCEPTANCE

By their signatures below, the parties to this agreement indicate their understanding and acceptance of the terms herein.

SECTION 18 SEVERABILITY

Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provisions in any other jurisdiction. Where applicable laws resulting in such prohibition or unenforceability may be waived, they are waived by the parties to the full extent permitted by law so this Agreement shall be valid, binding agreement, enforceable in accordance with its terms.

SECTION 19 NO CLAIMS

There are no claims, investigations or court proceedings or others in progress, pending or threat against the Seller which, if determined adversely, would have a material adverse effect on the capacity of the Seller's capacity to implement the contract.

SECTION 20 NOTICE OF MATERIAL EVENTS

The Seller shall immediately provide written notice to the Ministry of any claims, investigation or court proceedings in progress, pending or threatened against it which, if determined adversely, would have a material contrary effect on the capacity of the Seller to implement the contract or perform any of its obligations.

SECTION 21 FORCE MAJEURE

The parties shall not be liable for any partial or complete failure to meet their commitments under the present Contract in the event of any circumstances outside of their control (force-majeure). The present contract shall be suspended for the period of duration of such circumstances (force-majeure). The Party affected by the force-majeure circumstances shall notify the other party within 3 days of their occurrence, provided the means of contact is available. If force-majeure circumstances continue for more than 3 months the present Contract may be terminated upon mutual consent among the Parties without any mutual claims.

SECTION 22 NON-WAIVER OF REMEDIES

No delay in exercising any right or remedy under this agreement shall be construed as a waiver of such right of remedy.

SECTION 23 SURVIVAL

All covenants, agreement, representations and warranties made by the Seller in this agreement shall be considered to have been relied upon by the Ministry and shall survive the execution and delivery of this agreement, regardless of any investigation made by the Ministry or on its behalf and notwithstanding that the Ministry may have had notice or knowledge of any fact or incorrect representation or warranty at any time in the contract term, and shall continue in full force and effect ending five years subsequent.