



**FRAMEWORK CONTRACT FOR THE PROVISION OF REPAIRS
AND MAINTENANCE SERVICES FOR LRA VEHICLES**

BETWEEN

CAPE AUTOMOTIVE SOLUTION

AND

LIBERIA REVENUE AUTHORITY

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

**FRAMEWORK CONTRACT FOR THE PROVISION OF REPAIRS
AND MAINTENANCE SERVICES FOR LRA VEHICLES**

This Framework Agreement is made this 1st day of MARCH 2023 between the Liberia Revenue Authority (LRA) situated at ELWA Junction, City of Paynesville, Republic of Liberia, represented by its Deputy Commissioner General Administrative Affairs, Mr. Samuel G. Bennett Jr. (hereinafter called the "Client") of the one part and Cape Automotive Solution situated at Center Street & UN Drive, Monrovia, Republic of Liberia, represented by its Sale Manager, Richard S. Koon (hereinafter called the "Service Provider") of the other part, each of which is called "Party" or collectively called the "Parties."

WHEREAS, the Liberia Revenue Authority (LRA) invited Tenders for the supply and delivery of vehicle repairs and maintenance services and has accepted a price listing from the Service Provider for the supply of vehicle repairs and maintenance services including parts;

WHEREAS, this Agreement is for the potential purchase of the supply and delivery of vehicle repairs and maintenance services in accordance with the Schedule of Delivery.

WHEREAS, the Service Provider has represented to the LRA that it has the requisite expertise, capacity and experience to perform the services specified herein;

WHEREAS, predicated upon the Service Provider's representation stated above, the LRA has agreed and consented to hire the Service provider for the purpose of providing repairs and maintenance services for all of its motor vehicles in keeping with the terms and conditions set forth herein;

WHEREAS, the Parties herein named have agreed that words and expressions provided below shall have the same meanings as are respectively assigned to them in the conditions of the contract.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE 1. DUTIES OF THE PARTIES

- 1.1 The Client shall timely deliver to the Service Provider's site in a timely manner all vehicles requiring preventive maintenance and repairs as a result of accident.
- 1.2 The Service Provider agrees to provide the following services:
 - a) Regular comprehensive repairs and maintenance works on all LRA vehicles including changing oil, oil filters, gas filters, overhaul, etc.;
 - b) Repairs of all LRA vehicles damaged as a result of accident; and
 - c) Alert the Client of delays in submitting vehicles for maintenance

ARTICLE 2. TERM

- 2.1 The effective date the Service Provider shall commence the performance of services under this Contract is 1st March, 2023 and continues 31st December, 2023 or any other period as may be subsequently agreed to by the Parties in writing.

ARTICLE 3. PRICE

- 3.1 For and in consideration of the maintenance services to be provided by the Service Provider under this Contract, the Client shall pay to the Service Provider, and the Service Provider shall accept from the Client, the amount agreed upon on the pro-forma invoice(s) presented by the Service Provider, which should mirror the attached price listing.

ARTICLE 4. PAYMENT CONDITIONS

- 4.1 Each payment shall be made in United States Dollar or its Liberian Dollar equivalent at the Central Bank of Liberia prevailing exchange rate not later than the 10th day of the following month after submission of invoice(s) showing labour and material components of work performed and delivery note(s) approved by the designated authority. All payments shall be made by check.

ARTICLE 5. TAXATION

- 5.1 There is an obligation to withhold tax on payments pursuant to Section 905(f) of the Liberia Revenue Code of 2000 as Amended (Code); therefore, the Client shall withhold 10% on every payment and remit same to the General Revenue Account.

ARTICLE 6. WARRANTY

- 6.1 The Service Provider gives warranty for vehicle service and in the event of breakdown within the period of repair, the Service provider shall visit aforesaid location of breakdown and perform the subsequent repair at no cost to the Client.

ARTICLE 7. CONTRACT ADMINISTRATION

- 7.1 The Client designates the General Repair and Maintenance Officer/LRA as Service Provider's Oversight Authority. The Oversight Authority shall be responsible for the coordination of activities under the Contract, providing guidance and for receiving and approving the deliverables by the Service Provider.

ARTICLE 8. CONFIDENTIALITY

- 8.1 The Service Provider shall keep all information obtained during the course of this Contract Confidential in keeping with the Section 54 of the Liberian Revenue code of 2000 as Amended.

ARTICLE 9. OWNERSHIP OF MATERIALS

- 9.1 Any materials and/or assigned assets given to the Service Provider under this Contract shall belong to and remain the property of the Client. The Client may retain a copy of such documents/receipts. At the expiration or termination of the contract, all assigned assets and materials shall be returned in a good/fair condition.

ARTICLE 10. SERVICE PROVIDER NOT TO BE ENGAGED IN CERTAIN ACTIVITIES

- 10.1 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider, and any person or entity affiliated with the Service Provider, shall be

disqualified from providing works or services (other than contracting services that would not give rise to a conflict of interest) resulting from or closely related to this Repairs and Maintenance Contract.

ARTICLE 11. INSURANCE

11.1 The Service Provider shall be responsible for obtaining appropriate insurance coverage.

ARTICLE 12. ASSIGNMENT

12.1 The Service Provider shall not assign this Contract or Sub-contract any portion of it without the Client's prior written consent.

ARTICLE 13. LAW GOVERNING CONTRACT

13.1 The Contract shall be governed by the laws of Liberia.

ARTICLE 14. DISPUTE RESOLUTION

14.1 Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred first to arbitration, then to adjudication in accordance with the laws of the Republic of Liberia.

ARTICLE 15. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE SERVICE PROVIDER

15.1 The failure or refusal by the Service Provider to timely perform any obligation under this Contract.

15.2 The failure or refusal of the Service Provider to provide timely and efficient services within reasonable time.

ARTICLE 16. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE CLIENT

16.1 The failure or refusal by the Client to timely perform any obligation under this Contract.

16.2 The failure or refusal of the Client to pay amount owed hereunder to the Service Provider after thirty (30) days or reasonable period following written notices from the Service Provider for the amount due.

ARTICLE 17. FORCE MAJEURE

17.1 In the case of "Force Majeure" neither party shall be in default on account of non-performance nor neither party shall assume liability for any performance or responsibility. Force majeure includes consequence arising out of the interruptions of its performance under this Contract by epidemics, fire, flood, unusually severe weather, any extraordinary natural disturbances, acts of nature or public enemy, act of civil commotion, riot, acts of terrorism, insurrection or hostilities blockades, embargoes, unforeseen market shortages or any cause beyond the reasonable control of such party, which arise without the fault or negligence of such party, and that results in delay of performance hereunder. Any such delay resulting from such events, the defaulting party shall use its best efforts to notify the other party within (3) days after the occurrence of such an event and the cessation thereof.

ARTICLE 18. SAVINGS OR SEVERABILITY CLAUSE

18.1 If any term of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, then this contract, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

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ARTICLE 19. TERMINATION

19.1 The Client may terminate this Contract with at least ten (10) working days prior written notice to the Service Provider after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract within five (5) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- b) If the Client becomes bankrupt or insolvent, but not arising from activities out of the contract;
- c) If the Service Provider, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing LRA Policies or the laws of the Republic of Liberia) in competing for or in performing the Contract;
- d) If the Service Provider is adjudged guilty of any criminal offense or Liable in a civil matter;
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; and

ARTICLE 20. ENTIRETY OF CONTRACT AND AMENDMENT.

20.1 The terms and conditions set forth herein constitute the entire Contract between the parties and supersede any communications or previous contract with respect to the subject matter of this Contract. There are no written or oral understandings directly or indirectly related to this Contract that are not set forth herein. No change can be made to this Contract other than in writing and signed by both parties.

ARTICLE 21. BINDING CLAUSE

21.1 This Contract shall be binding upon and inure to the benefit of the parties, successors and assigns of the parties hereto as may be permitted. Any assignment made contrary to this Contract shall be void and unenforceable.

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

IN THE PRESENCE OF:

John Flomo

Samuel G. Bennett Jr. 02/24/2023

Samuel G. Bennett, Jr.
For and on behalf of the Client

Richard S. Koon
For and on behalf of the Service Provider