



Ref. No.: 280463/2025-CRA

Car Rental Service Agreement


between the following Contracting Parties on the day, month and year given below

Contracting Parties

The Czech Republic – The Czech Development Agency

Represented by: Mr. Zbyněk Wojkowski, Head of
Project Implementation Department

Registered Office: Nerudova 3, 118 50 Praha 1
CRN: 75123924


Contact person: Mr. Owen Sibuku
Tel.: 
E-mail:


Banking details: Česká národní banka, Na Příkopě 28,
Praha 1 Account no.: 0000 – 72929011/0710

(hereinafter as „CzDA“)

Yisikhathi Enterprise Limited

Represented by: Mr. Aaron Banda
Registered Office: Plot 916/D off Greg Lungu Road
Lusaka South,
Lusaka
T-PIN: 2791542823

Contact person: Mr. Aaron Banda
Tel.: 
E-mail:
Alternative Email:

Banking details:
Bank Country: Zambia
Bank Name: Absa Bank Zambia Limited
Account no.: 
SWIFT code:
Branch code:
Sort Code:

(hereinafter as „Lessor“)

The CzDA and the Lessor together only as the “Contracting Parties” or individually
as the “Contracting Party”.



Definition of key terms

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- a. **"Confidential Information"** means any and all information disclosed by one party to the other party, whether orally or in writing, that is designated as confidential or that, by its nature, ought reasonably to be treated as confidential. This includes, but is not limited to, financial information, customer lists, business plans, marketing strategies, and technical data.
- b. **"Services"** means the timely provision of the three (3) vehicles defined in Annex No. 1 to this Agreement, along with qualified drivers, under conditions stated in Article 4 below.
- c. **"Term"** means the period commencing on [Commencement Date] and ending on [End Date], unless terminated earlier as provided herein.
- d. **"Vehicle"** means any of the three (3) vehicles provided by Lessor under this Agreement.
- e. **"Lessor"** means a supplier of the transportation service to CzDA.
- f. **"Cause"** means legally recognized justification or reason for a party's action, particularly for terminating or breaching the contract.
- g. **"Force Majeure"** means a clause in a contract that excuses a party from fulfilling their obligations due to extraordinary circumstances beyond their control.

Article 1

Subject of the Agreement

- 1.1 The Contracting Parties have agreed to cooperate within the framework of the Sustainable Landscape through Integrated Management project in Zambia (hereinafter referred to as the "Project"), implemented by the CzDA, a state organization under the authority of the Ministry of Foreign Affairs of the Czech Republic and an implementing body of the development cooperation of the Czech Republic, with its office and main pick-up/drop-off point at Evexia Commercial Centre, Church road, Lusaka, Zambia. The cooperation focuses on ensuring efficient and reliable transportation services that support the implementation of the activities under the Project, including on-site evaluations, stakeholder meetings, technical consultations, and logistical support in designated project areas, all within the Lusaka city and its immediate suburbs.
- 1.2. As part of this cooperation, the Lessor shall provide:
 - A fleet of three (3) vehicles for potential full use at any given time, further specified in Annex No. 1 to this Agreement, to facilitate the movement of personnel and materials necessary for the Project's implementation,
 - Min. of 2 qualified drivers to ensure safety and compliance with local



transport regulations,

- Timely and flexible transportation services that support fieldwork, stakeholder engagement, and other Project-related activities,
- Timely and flexible transportation services provided for a minimum 12 days in any given month, and a maximum of 15 days in any given month,
- Vehicle maintenance and emergency support to ensure uninterrupted operations in remote or urban project locations,
- Compliance with all safety, insurance, and roadworthiness requirements to guarantee reliable service delivery.

Article 2

Payment Terms

- 2.1 CzDA shall pay the Lessor a fixed monthly fee of ZMW 18,000 excluding VAT, which covers the entire scope of the agreement including
- **Flexibility:** Capacity to provide a vehicle for daily errands within Lusaka on a 2 days' notice.
 - **Adaptability:** Willingness to adjust reporting and knock-off times per CzDA's preferences, with the knock-off time set no later than 22:00 (10pm), always to be communicated in advance.
 - **Presentation:** Regularly scheduled servicing, car wash, tire replacements and other essential maintenance.
 - **Safety:** Each provided vehicle fitted with a spare tire, jack, jumper cables and a first-aid kit.
 - **Responsiveness:** Implementation of an effective emergency response plan in case of breakdown/accident.

Monthly fee includes all costs of the Lessor connected with provision of the service such as costs for fuel, repairs, cleaning, insurance etc. and can't be exceeded.

- 2.2 The invoice not exceeding the monthly rate stated in 2.1, exclusive of VAT, shall be issued no later than the last day of each month of Services provided and is payable within twenty-one (21) days of receipt.
- 2.3 Payments shall be made via bank transfer in ZMW to the account stated at the top of this Agreement.
- 2.4 The invoice shall be sent electronically to the contact email address specified at the beginning of this Agreement. It must contain the following details:
- Project code: ZM-2023-062-FO-41030
 - Reference number of the Agreement
 - Invoice identification (number)
 - Lessor's name and registered office
 - T-PIN



- Bank details
- Invoiced amount **exclusive of VAT**

Article 3

Duration and Termination

- 3.1. This Agreement shall commence on 1st April 2025 and remain in effect until 30th September 2027 (30 months), unless terminated earlier in accordance with this Agreement.
- 3.2. Either party may terminate this Agreement with seven (7) days' written notice if the other party commits a material breach of contract, including but not limited to:
 - Failure to provide services in accordance with the terms of this Agreement,
 - Failure to meet vehicle or driver standards,
 - Repeated unavailability of vehicles or drivers,
 - Loss of necessary licenses, permits, or insurance coverage,
 - Bankruptcy, liquidation, or financial distress affecting service performance,
 - Engagement in legal violations that could harm CzDA's reputation or operations.
- 3.3. CzDA may terminate this Agreement at its sole discretion, without stating a reason, by providing the Lessor with thirty (30) days' written notice.
- 3.4. The Lessor may terminate this Agreement with thirty (30) days' written notice if CzDA fails to make payments for a period exceeding sixty (60) days from the due date, despite receiving a written demand for payment.
- 3.5. Upon termination of this Agreement:
 - The Lessor shall cease all services immediately unless otherwise instructed by CzDA.
 - The Lessor shall submit any outstanding invoices within ten (10) days of termination.
 - Any pending obligations between the Contracting Parties shall remain enforceable, including liability for any damages or claims arising before termination.

Article 4

Vehicle and Driver Requirements

- 4.1. The Lessor shall provide CzDA with fleet consisting of three (3) air-conditioned vehicles specified in Annex No. 1, with a minimum seating capacity of four passengers.
- 4.2. The Lessor must ensure that each vehicle undergoes regular maintenance and inspections, including scheduled servicing, replacement of worn-out



parts and road safety compliance.

- 4.3. Should there be any concerns raised throughout usage with regards to presentability, CzDA reserves the right to inspect the vehicles at any time before or during the term of this Agreement, and request the provision of adequate replacements
- 4.4. The Lessor shall provide licensed and experienced drivers, who must:
- Have a valid Zambian driver's license,
 - Maintain a clean driving record for the past three years,
 - Possess a minimum of five (5) years of professional driving experience,
 - Be fluent in English and uphold professional conduct,
 - Wear appropriate attire and maintain good personal hygiene while on duty.

Article 5

Availability and Emergency Response

- 5.1. The vehicles and drivers shall always be made available by the Lessor to CZDA with a minimum of 2 days' notice, delivered via email to the contact email address, for planned activities. For urgent requests, the Lessor shall make reasonable efforts to provide a vehicle and driver on shorter notice.
- 5.2. The Lessor shall provide CzDA with 24/7 contact information for a representative who can respond to service requests and emergencies.
- 5.3. In the event of vehicle breakdowns or accidents, the Lessor shall:
- Arrange immediate roadside assistance,
 - Provide a replacement vehicle within one (1) hour,
 - Ensure prompt and efficient repairs.

Article 6

Insurance and Liability

- 6.1. The Lessor shall maintain comprehensive insurance coverage for each vehicle, ensuring third-party liability protection, passenger safety, and coverage for accidental damages, for the entire duration of the Agreement.
- 6.2. The Lessor must provide CzDA with proof of valid insurance before the commencement of the agreement and upon request anytime during the provision of the Services.
- 6.3. The Lessor shall indemnify and hold CzDA harmless from any claims, damages, or liabilities arising from:
- The use of the vehicles,
 - The actions of the drivers,
 - The Lessor's breach of this Agreement.



Article 7

Legal Compliance, Confidentiality, Final Provisions

- 7.1. This Agreement shall be governed by and construed in accordance with the laws of Zambia. Any disputes arising from or related to this Agreement shall first be resolved through amicable negotiations between the Contracting Parties. If no resolution is reached, the dispute shall be settled through arbitration or by the competent courts of Zambia.
- 7.2. Each party shall maintain the confidentiality of all proprietary or sensitive information received under this Agreement. Neither party shall disclose such information to any third party without prior written consent from the disclosing party. These obligations shall survive the termination of this Agreement.
- 7.3. Neither party shall be liable for any delays or failures in performance due to Force Majeure events, including but not limited to natural disasters, war, government restrictions, or labor strikes.
- 7.4. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 7.5. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail, postage prepaid, return receipt requested, or sent by reputable overnight courier service, addressed as follows:

If to CzDA:

Czech Development Agency – SLIM Project
Evexia Commercial Complex
Church Road, Lusaka, Zambia

If to Lessor:

Yisikhathi Enterprise Limited
Plot 916/D off Greg Lungu Road
Lusaka South, Lusaka, Zambia



- 7.6. The Contracting Parties undertake to protect personal data in accordance with EU General Data Protection Regulation 2016/679 and Czech Act No. 110/2019 Coll., Personal Data Processing Act.
- 7.7. The Contracting Parties acknowledge that this contract shall be published in the Czech register of contracts under Act No. 340/2015 Coll., on the register of contracts, as the Lessee is the liable person under this Act, and agrees to its publication. The Lessee shall ensure the publication within 30 days as of the signing of this contract by both Contracting Parties.
- 7.8. This Agreement comes to force by its signature by Contracting Parties and to effect by the day of its publication in register of contracts under Act No. 340/2015 Coll., on the register of contracts.
- 7.9. The Contracting Parties confirm that they have read and understood this Agreement prior to signing and that they agree to its terms and conditions. Furthermore, the Contracting Parties acknowledge that this Agreement has been entered into voluntarily, without duress or undue influence, and under fair and reasonable conditions.

As evidence of their acceptance, the Contracting Parties affix their signatures below:

In Prague, on:

For CzDA:

Zbyněk Wojkowski

Head of Project Implementation Department

In Lusaka, on:

For the Lessor:

Aaron Banda

Director

Annexes:

Annex I. – Vehicle Characteristics



Annex I. – Vehicle Characteristics

General Requirements:

1. **Type:** Standard city-suitable at least four-seater car, sedan or SUV type.
2. **Fuel:** Diesel or gasoline.
3. **Comfort:** All vehicles must be equipped with functional air conditioning.
4. **Maintenance:**
 - Regularly scheduled servicing.
 - Replacement of tires and worn-out parts as needed.
 - Road safety compliance checks.
 - Regular car washes.
5. **Safety Equipment:**
 - Spare tire.
 - Jack.
 - Jumper cables.
6. **Presentability:** Vehicles must be clean and well-maintained, both inside and out, reflecting a professional image similar to the photos attached below for illustrative purposes.





Vehicle Identification:

Vehicle 1:

Manufacturer: **Mitsubishi**

Model: **Pajero**

Registration Number: **AIE 7183**

Chassis Number: **V98W-0501710**

Vehicle 2:

Manufacturer: **Toyota**

Model: **Fortuner**

Registration Number: **CAF 3016**

Chassis Number: **MORY259G300008150**

Vehicle 3:

Manufacturer: **Toyota**

Model: **Fortuner**

Registration Number: **CAF 9741**

Chassis Number: **MROY259G100077483**

Additional Notes:

- CzDA reserves the right to inspect the vehicles at any time to ensure compliance.
- The Lessor shall provide replacement vehicles that meet these characteristics in case of breakdowns or other issues.