



**SERVICE CONTRACT  
BETWEEN  
LIBERIA REVENUE AUTHORITY  
AND  
BEEVER COMPANY INC.**

REPUBLIC OF LIBERIA )  
MONTSERRADO COUNTY)

**SERVICE CONTRACT FOR THE PROCUREMENT  
SUPPLY & INSTALLATION OF (30KVA) DIESEL GENERATOR**

**THIS SERVICE CONTRACT** is made and entered into this 1<sup>st</sup> day of July A. D. 2020, by and between the Liberia Revenue Authority (LRA) (here-in-after known and referred to as the Client" situated at its Headquarters, situated at ELWA Junction, Paynesville City represented by its Commissioner for General Services, **Aaron B. Kollie** and Beever Company Inc, situated in Via Town, Monrovia, represented by its Sales Manager, **Khalil Azar** (here-in-after known and referred to as the "Service Provider") both of whom are collectively referred to herein as parties.

**RECITAL**

**WHEREAS**, the Client desires to supply and install 30KVA Diesel Generator to the LRA;

**WHEREAS**, the Service Provider was selected as Sole Supplier and installation of the above mentioned machine.

**NOW THEREFORE**, the Client and Service Provider have mutually understood and agreed to perform the obligations pursuant terms and conditions as herein stated:

**ARTICLE 1  
TERM**

This Contract is for the period commencing the 1<sup>st</sup> day of July A.D. 2020 up to and including the 30<sup>th</sup> day of June A.D. 2021 inclusive of any other period which may be subsequently agreed by the PARTIES.

**RESONSIBILITIES OF THE PARTIES**

**1. THE SERVICE PROVIDER**

1.1 The responsibilities of the Service Provider with respect to the Supply and Installation of the 30KVA genset shall include but not be limited to:

- a. Supply and install 30KVA generator to the LRA.

## 2. RESPONSIBILITIES OF THE CLIENT

### ARTICLE 2 PAYMENT

#### a. Ceiling

For and in consideration of the supply of the 30 KVA Power generator by the Service Provider under this Contract, the Client shall pay to the Service Provider the sum of **US\$12,200.00 (Twelve Thousand Two Hundred United States Dollars)** representing the full payment.

No	QTY	Description	Rate	Total
1	1	<b>Perkins Diesel Generator 30KVA</b> Type: OPEN Engine Make ; Perkins Engine Origin: United Kingdom Generator Model: KGP 30 Power Rated- Stand By: 33KVA Power Rated- Continuous: 30KVA Engine Model: Perkins 1103A-33G! No. of Cylinder: 3 Cylinder Arrangement Vertical in Line Governing Type: Mechanical Induction System: Naturally Aspirated Combustion System: Direct Injection Engine Speed : 1500 RPM Three (3) Phase, 380/415 Volts, 50 HZ. Alternator Model: SOL2-P1 Control Panel: Deep Sea DSE6110 Fuel Tank Capacity: 95 Liters  <b>Inclusive of:</b> -12V DC Battery -Muffler, flexible, elbow & pipe -Copper Ground Rod and Clamp -Installation Labor within Monrovia -Delivery Within Monrovia  <b>Exclusive of:</b> -installation Material  <b>Availability:</b> Ex Stock & ready for instant delivery	12,200.00	12, 200.00
			<b>Total US \$</b>	<b>\$12,200.00</b>

**b. Payment Terms**

Payment shall be made in United States Dollars or its Liberian Dollar equivalent at the prevailing exchange rate at which the Ministry of Finance & Development Planning makes the quarterly budgetary disbursement to the LRA during the quarter in which payment is to be made. Payment shall be made not later than the 10<sup>th</sup> day of the month following submission of invoice and supporting documents approved by the designated oversight authority. Payment shall be made by check or direct deposit to the SERVICE PROVIDER for supply and installation.

**c. Taxation**

There is an obligation to withhold up to 4% tax on Spare parts, pursuant to Section 905(n) of the Liberia Revenue Code of 2000 as Amended (Code); therefore, the Client shall withhold 2% on every payment and remit same to the General Revenue Account.

**ARTICLE 3**

**3. CONTRACT ADMINISTRATION**

The Client designates the Deputy Commissioner General Administrative Affairs as its Oversight Authority who shall be responsible for the coordination of activities under this contract.

**ARTICLE 4**

**4. CONFIDENTIALITY**

The Service Provider and Client shall keep all information obtained during the course of this Contract confidential in keeping with the Liberia Revenue Code of 2000 as Amended, or other laws of Liberia.

**ARTICLE 5**

**5. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE SERVICE PROVIDER**

- a. The failure or refusal by the Service Provider to timely perform any obligation or duties under this Contract and;
- b. Prolong neglect by the Service Provider to repair defects within the period of the warranty.

**ARTICLE 6**

**6. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE CLIENT**

- a. The failure or refusal by the Client to timely perform any obligation under this Contract.
- b. The failure or refusal of the Client to pay amount owed hereunder to the Service Provider after thirty (30) days following written notices from the Service Provider for the amount due.

**7. NOTICE**

The Contractor has a warranty of **1000 Running Hours or 1 Year** on the **Perkins Diesel Generator 30KVA** and the LRA must promptly notify the Contractor of any known defects, problems or complaints within the warranty period.

**ARTICLE 7**

**8. FORCE MAJEURE**

In the case of "Force Majeure" neither party shall be in default on account of 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 8**

**SAVINGS OR SEVERABILITY CLAUSE**

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.

**ARTICLE 9**

**GOVERNING LAW.**

This Contract shall be construed and enforced in accordance with the laws of the Republic of Liberia.

**ARTICLE 10**

**ASSIGNMENT**

This Contract shall not be assigned by either party without the prior written consent of the other party.

**ARTICLE 11**

**DISPUTE RESOLUTION**

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 law of the Republic of Liberia.

## **ARTICLE 12 TERMINATION**

The Client or Service Provider may terminate this Contract for default by providing Ten (10) days 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 fails to remedy a defect 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 Service Provider 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 Client 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 13 ENTIRETY OF CONTRACT AND AMENDMENT**


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.

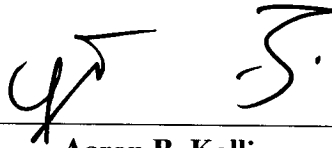
**ARTICLE 14  
BINDING CLAUSE**

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.

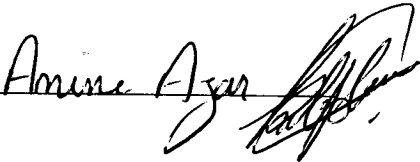
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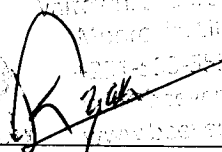
  
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**Aaron B. Kollie**

For and on behalf of the "CLIENT"

  
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**Khalil Azar**

For and on behalf of the "SERVICE PROVIDER"