



**CONTRACT FOR THE PROCUREMENT OF
SUPPLY OF SWITCHES (SAN SWITCHES)
BETWEEN
LIBERIA REVENUE AUTHORITY
AND
PROTECH SOLUTION INC.**

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

MAINTENANCE SERVICE CONTRACT

THIS SERVICES AGREEMENT, is made and entered into this 1st day of August, A.D. 2020 ("Effective Date"), by and between the Liberia Revenue Authority, existing within the confines of the Laws of the Republic of Liberia, represented by its Deputy Commissioner General for Administrative Affairs, Aaron B. Kollie of the City of Monrovia, Montserrado County, Republic of Liberia (hereinafter referred to as "**LRA**") and Protech Solutions, Inc. Congo Town Opposite Bethel Outreach Church, Monrovia, Republic aforesaid, represented by Samanyn Germu (hereinafter referred to as "**CONTRACTOR**"). Both LRA and CONTRACTOR are collectively referred to as "The PARTIES".

RECITAL

WHEREAS, the LRA is desirous of hiring the Contractor to supply of Switches (San Switches) located at the LRA Headquarters; and

WHEREAS, the Contractor is willing to render said supply of Switches (San Switches) to the LRA in accordance with the terms and conditions herein below stipulated.

NOW THEREFORE, THE PARTIES hereby agree as follows:

1. TERM

The effective date the Contractor shall commence the performance of duties under this contract is the 1st day of August, A.D. 2020, and shall continue up to and including the 30th day of June A.D. 2021, or any other period as may be subsequently agreed to by the parties in writing

2. SERVICES

- To ensure that HPE SN 300013 16Gb 24-port/12- port Active Fibre Channel Switch are an innovative product line that improves Fibre Channel Switch operating efficiency by combining industry- leading ease of use and the highest resiliency available for Switches (San Switches) use in the server room of the LRA. The Contractor's main responsibilities under this contract shall include but not be limited to the provision of the supply of Switches (San Switches) to the LRA.

Unit	Description	Unit Cost US\$	Total Cost US\$
02	HPE SN 300013 16Gb 24-port/12- port Active Fibre Channel Switch	7,500.00	15,000.00
	Subtotal Amount		US\$15,000.00
	Shipment (DHL) to Liberia		1,500.00
	LRA Tax		660.00
	Cargo & Handling		500.00
	Total Cost of Goods		US\$17,660.00

3. PAYMENT

For and in consideration of the supply and installation to be rendered by the Contractor under this contract, the Contractor's total remuneration shall be **US\$ 17,660.00 (Seventeen Thousand Six Hundred Sixty United States Dollars)**. This amount has been established based on the understanding that it includes all of the Contractor's costs and profits and any tax obligation that may be imposed on the Contractor.

a. Taxation

The LRA shall withhold on every payment in keeping with Section 905(f)(3) of the Liberian Revenue Code of 2011 as Amended.

b. Payment Conditions

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. Payment shall be made not later than the 10th day of the following month upon submission of invoice and supporting documents approved by the designated oversight authority. Payment shall be made by check.

4. CONTRACT ADMINISTRATION

The LRA designates the Deputy Commissioner General Administrative Affairs as Contractor's Oversight Authority. The Oversight Authority shall be responsible for the coordination of activities under the Contract and providing guidance for receiving and approving the deliverables by the Contractor.

5. PERFORMANCE STANDARD

The LRA shall provide the space and materials available for the work, while the Contractor undertakes to perform the Services with the highest standards of professional and ethical competence and integrity in accordance with the industry standards.

6. CONFIDENTIALITY

The Contractor shall keep all information obtained during the course of this Contract confidential in keeping with generally accepted standards.

7. OWNERSHIP OF MATERIALS

Any materials and/or assigned assets given to the Contractor under this Contract shall belong to and remain the property of the LRA. The LRA 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 position.

8. CONTRACTOR NOT TO BE ENGAGED IN CERTAIN ACTIVITIES

The Contractor agrees that, during the term of this Contract and after its termination, the Contractor, and any person or entity affiliated with the Contractor, 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 service contract.

9. OWNER'S OBLIGATION

It is the responsibility of the LRA to ensure that the battery bank inverter system is operated in accordance with the guidelines and operation procedure provided by the Contractor.

10. NOTICE

The Contractor has a warranty of six (6) months on the CISCO3945/K9 Router and the LRA must promptly notify the Contractor of any known defects, problems or complaints within the warranty period.

11. INSURANCE

The Contractor shall be responsible for obtaining appropriate insurance coverage.

12. ASSIGNMENT

The Contractor shall not assign this Contract or Subcontract any portion of it without the LRA's prior written consent.

13. LAW GOVERNING CONTRACT

The Contract shall be governed by the laws of Liberia.

14. DISPUTE RESOLUTION

Any dispute arising out of or in connection to 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.

15. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE CONTRACTOR

- a) The failure or refusal by the Contractor to timely perform any obligation under this Contract.

- b) The failure or refusal of the Contractor to provide timely and efficient services within reasonable time.

16. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE LRA

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

17. FORCE MAJEURE

In the case of "Force Majeure" neither party shall be in default on account of non-performance nor shall either party 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.

18. SAVINGS CLAUSE

If any part of this Agreement is, or shall become, or shall be declared illegal, invalid, unenforceable or void by court of competent jurisdiction for any reason (including the provisions of any legislation or decision of any competent authority) such part shall be severed from this Agreement and such contravention, illegality, invalidity or unenforceability shall not in any way whatsoever prejudice or affect the remaining parts of this Agreement which shall continue in full force and effect.

19. TERMINATION

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

- a. If the Contractor 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 Parties may have subsequently approved in writing;

- b. If the Contractor becomes bankrupt or insolvent, but not arising from activities out of this contract;
- c. If the Contractor, is found by a court of competent jurisdiction to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or in performing the Contract;
- d. If the LRA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; or

20. 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.

21. BINDING CLAUSE

This Contract is binding on the Parties hereto, their successor's assigns, and personal representatives.

IN WITNESS WHEREOF, THE PARTIES HERETO, HAVE
AFFIXED THEIR SIGNATURES ON THE DAY AND
DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:

Signed by: _____

AS JS
Aaron B. Kollie

For and on behalf of the "Principal"

Signed by: _____

