



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: _____

AW J.
Aaroff B. Kollie

For and on behalf of the "Principal"

Samangn

Signed by: _____

Samangn Germu
Samangyn Germu
"Supplier"

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 Supplier after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- a. If the Supplier 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 Supplier becomes bankrupt or insolvent, but not arising from activities out of this contract;
- c. If the Supplier, 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

expiration or termination of the contract, all assigned assets and materials shall be returned in a good/fair position.

8. SUPPLIER NOT TO BE ENGAGED IN CERTAIN ACTIVITIES

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

10. NOTICE

The Supplier has a warranty of three (3) months on the Cisco 3560G Catalyst Switch 24-ports and the LRA must promptly notify the Supplier of any known defects, problems or complaints within the warranty period.

11. INSURANCE

The Supplier shall be responsible for obtaining appropriate insurance coverage.

12. ASSIGNMENT

The Supplier 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 SUPPLIER

- a) The failure or refusal by the Supplier to timely perform any obligation under this Contract.
- b) The failure or refusal of the Supplier to provide timely and efficient product 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 Supplier after thirty (30) days or reasonable period following written notices from the Supplier for the amount due.

Unit	Product Description	Unit Price US\$	Total Amount US\$
01	Cisco 3560 Catalyst Switch 24-Ports POE (IP BASE)	6,500.00	6,500.00
	Total Amount (USD)		US\$6,500.00

3. PAYMENT

For and in consideration of the supply and installation to be rendered by the Supplier under this contract, the Contactor's total remuneration shall be **US\$ 6,500.00 (Six Thousand Five Hundred United States Dollars)**. This amount has been established based on the understanding that it includes all of the Supplier's costs and profits and any tax obligation that may be imposed on the Supplier.

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 Supplier'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 Supplier.

5. PERFORMANCE STANDARD

The LRA shall provide the space for materials available for the work, while the Supplier 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 Supplier 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 Supplier 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

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REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

SUPPLY OF SWITCHES CONTRACT

THIS CONTRACT, is made and entered into this 1st day of January, A.D. 2021 (“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 “**SUPPLIER**”). Both LRA and SUPPLIER are collectively referred to as “The PARTIES”.

RECITAL

WHEREAS, the LRA is desirous of hiring the Supplier to supply of Switches located at the LRA Headquarters; and

WHEREAS, the Supplier is willing to render said supply of 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 Supplier shall commence the delivery under this contract on the 1st day of January, A.D. 2021, 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 Cisco 3560G Catalyst Switch 24-ports POE (IP BASE) are an innovative product line that improves operating efficiency by combining industry- leading ease of use and the highest resiliency available for Switches use in the server room of the LRA. The Supplier’s main responsibilities under this contract shall include but not be limited to the provision of the supply of Switches to the LRA.



**AN ADDENDUM CONTRACT FOR THE PROCUREMENT OF
SUPPLY OF SWITCHES
BETWEEN
LIBERIA REVENUE AUTHORITY
AND
PROTECH SOLUTION INC.**