

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

**FRAMEWORK CONTRACTUAL AGREEMENT FOR SECURITY GUARD
SERVICES
BETWEEN
PROACTIVE SECURITY GUARD SERVICE INC
AND
LIBERIA INSTITUTE OF PUBLIC ADMINISTRATION (LIPA)**

THIS Service Agreement Contract is made the **30th Day of July 2021** between *the Liberia Institute of Public Administration (LIPA)* ~~Represented by its Director General, Professor Alexander B. Yonly Sr., of the City of Monrovia, Montserrado County,~~ hereinafter called “the **LIPA/Purchaser** of the one part and **Proactive Security Guard Service Inc**, *Represented by its General Manager, Mark Z. Passawee of the city of Monrovia, Montserrado County, Liberia* hereinafter called “the **Service Provider/Seller**” of the other part.

WHEREAS the **LIPA/Purchaser** invited Tenders for the supply and delivery of **Security Guard Services**, has accepted a Tender by the **Service Provider/Seller** for providing of **Security Guard Services** for the Quoted Prices, hereinafter called “the Contract Price”.

Whereas, this Agreement is for the potential purchase of **Security Guard Services** in accordance with the Schedule of Delivery and Technical Specification Sections of the bidding document sold out to bidders.

Whereas, the Purchaser wishes to purchase **Security Guard Services** in accordance with the Price Quoted for the **Security Guard Services**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract;
 - (f) The Purchaser's Notification of Award; and
 - (g) Contract Data Sheet (*to be used only when there are corrections to the original price schedule submitted by the supplier*).

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1: Supply

delivery time specified in the confirmed Request from **the LIPA/Purchaser** for that period from time to time.

Article 2: Term

- 2.1 The Term of this Agreement shall be from the **1th Day of July 2021 to December 31th, 2021**. During this period, the buyer has agreed to provide **Security Guard Services** from the **Service Provider/Seller** when required and the **Service Provider/Seller** has agreed to provide **Security Guard Services** when requested by the **Purchaser**.

Article 3: Price

- 3.1 **Fixed prices:** Throughout the Term of this Agreement the Unit Prices of **Security Guard Services** shall be fixed at those amounts quoted.
- 3.2 **Variation:** The above prices can be re-negotiated if there is a sustained change (**positive or negative**) in those Unit Prices of **Security Guard Services** throughout the agreement.

Article 4: Purchase of Services

- 4.1 The Purchaser shall purchase **Security Guard Services** individually as and when required. It shall be the responsibility of the Buyer to issue Request/Purchase Orders accordingly. Such Request/orders shall be in accordance with the terms of this Agreement and shall identify the quantity of Service required, specifications and delivery schedule.

Article 5: Conditions of Purchase

- 5.1 **OBJECT OF DELIVERY:**
- **Security Guard Services (At Liberia Institute of Public Administration premises located on North Gibson Street, Mamba Point, Monrovia, Doemah Town, Margibi County, Buchanan City, Grand Bassa County).**
 - **Specifications as enshrined in the Bidding Document.**
- 5.2 **Delivery date:** is as the same as enshrined in the Specifications above

- 5.3 **Penalty Clause – Late Deliveries:** For deliveries that are beyond the agreed due date there will be a penalty of **0.1%** per day of the total Framework Agreement value of the order subject to a maximum of **2%** of the total order value. Similarly, for payments that will be made beyond the agreed payment schedule in the agreement, a penalty of **0.1%** per day of the total Framework Agreement value of the order subject to a maximum of **2%** of the total order value.

5.4 Contract Price: Is as per the attached Quoted Unit Price

- 5.5 **Payment Terms:** The payment term of the contract shall be made through the Government of Liberia Financial Management System at the Ministry of Finance and Development Planning (MFDP) and payment schedule outlined under **clause 12 (Payment)** of the **Bidding Document** used for the Procurement of the related **Services**.

A). 1. LIPA/Purchaser agrees to:

1. Pay the Service Provider/Seller for the service of **Security Guard Services** in the amount stipulated on the Local Purchase Order (LPO) and Invoice as cost of **Security Guard Services provided** LIPA as a Procurement activity, however **LIPA/Purchaser** shall

3. The Total Value of this Contract being awarded as per the attached Quoted Unit Price

B). The Service Provider/Seller for Security Guard Services agrees to:

1. To provide **Security Guard Services** to **LIPA/Purchaser** at the Quoted fixed price

2. Ensure that **LIPA/Purchaser** is supplied with the quality products and accessories up to the value of purchased **Security Guard Service** and take full responsibility for all levies as well as Tax obligations and

3. Regularly provide **LIPA/Purchaser** with current/up-dated copies of Business Registration Certificate, Tax Clearance and Bank's accounts information so as to further authenticate Legal Operational Status and compliance with the Government of Liberia.

4 The Service Provider/Seller further agreed to provide services for monthly payment:

- Twenty Four Hours Services

- For Seven Days a Week,

- Three Shifts,

-Deployment of Twelve Uniform Men/Guards in a Twenty Four Hours Coverage daily, equipped with the necessary instruments and materials to provide security services to include communication facilities, lighting, proper identification daily.

-With abilities to prevent Criminal Mischief, Burglary Criminal Trespass and other property thief related Criminal offenses.

-Submission of weekly incident reports or briefings to **LIPA/Purchaser** aimed at improving or preventing security lapses identified by **PSGS** guards with recommendations that should not be unreasonably withheld by **LIPA/Purchaser**.

-That Service Provider/Seller shall be wholly responsible for and be held liable for acts of negligence and or wilful neglect of duty resulting to theft and related offences, damage of property (ies) force majeure (Acts of God) and civil commotion excepted based on the findings of an investigation to be conducted by the National Police or an authorized National Security apparatus which establishes the culpability of the agents of the **PSGS**, **Service Provider/Seller**.

-That in furtherance of this engagement, **PSGS Service Provider/Seller** has diligently inspected the premises, facilities for which this Agreement is being consummated and that the agents so hires to perform these duties are professional, competent and have the requisite skills.

-That all unbecoming behaviours and acts incompatible with security ethics exhibited by agents of **PSGS**, **Service Provider/Seller** while on duty, will be referred to the management of **PSGS**, **Service Provider/Seller** for appropriate disciplinary action for the first two offences and thereafter, the engagement in any subsequent act of such nature, may be cause to warrant termination of this contract.

Article 6: Exclusivity

6.1 In cases of extreme urgency or need for larger quantities than available with the Seller, the Buyer reserves the right, after consultation with the Service Provider/Seller, to procure Goods from secondary sources.

Article 7: Breach

Article 8: General Terms and Conditions

- 8.1 It is agreed by both parties that they will bear no liabilities whatsoever for actions that are not covered neither contemplated in this agreement.
- 8.2 That it is mutually agreed that **Security Guard Services** Contractual Agreement will be for **Six (6) Months**, commencing from **1st Day of July 2021 to December 31th, 2021**.
- 8.3 **Termination**: Should Seller or the Purchaser wish to terminate this agreement, it shall be done in accordance with **Clause 24 (Termination of Default)** of the **GCC** of the **Bidding Document** used for the Procurement of the **Services**.
- 8.4 The parties further agreed that, in the event that the transactions are disrupted by circumstance beyond their control, this contract shall be automatically terminated.
- 8.5 The parties also agreed that this **Security Guard Services** Contractual Agreement will be terminated on December 31, 2021, the end of GOL Special Fiscal Period.
- 8.6 **Applicable Laws & Arbitration**: This agreement and any subsequent purchase contract(s) shall be governed by the laws of Liberia.
- 8.7 **Disputes**: In the event that a dispute cannot be resolved through negotiations, the parties to this agreement and any subsequent purchase contracts(s) agree to be bound by the arbitration procedures of the Supreme Court of Liberia.
- 8.8 **Service Measurements & Performance**: The **Service Provider/Seller** is required to demonstrate their performance. Failure to meet the targets contained herein will be deemed to be a failure in servicing the agreement. The professional and timely provision of the services purchased is of paramount importance to the **LIPA/Purchaser** and if the **Service Provider/Seller** subsequently fails to meet these expectations the LIPA/Purchaser reserves the right to find a suitable alternative supplier.

Article 9: Final Provisions


This Contractual Agreement is produced in three original copies, whereby the **Service Provider/Seller** shall keep one and the **LIPA/Purchaser** shall keep two original copies after signature.

This agreement comes into force with signature and stamps of all parties.

On behalf of the Purchaser:

Name: Prof. Alexander B. Yonly
Director General
Liberia Institute of Public
Administration

Signature:



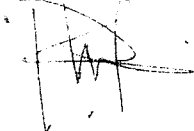
Date: 8-4-21

Witnessed By:

Name:

P. Samuel Grouh

Signature:



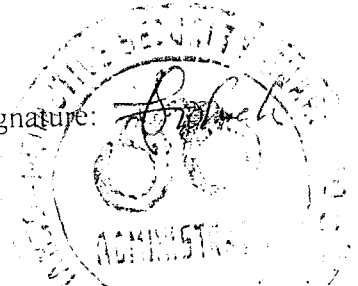
Date:

07/30/21

On behalf of the Supplier:

Name: Mark Z. Passawee
Chief Executive Officer – PSGS. Inc.

Signature:



Date:

July 30, 2021

Witnessed by:

Name:

Albert Z. Tomah

Signature:

Albert Z. Tomah

Date:

07/30/21