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## REPUBLIC OF LIBERIA



# LIBERIA INSTITUTE OF STATISTICS AND GEO-INFORMATION SERVICES (LISGIS)

CONTRACT No.: LISGIS/SBA/NCB/001/20/21

CONTRACT

**BETWEEN** 

Liberia Institute of Statistics and Geo-Information Services

## **AND**

R & J SAFETY AND SERVICES INC.

**FOR** 

THE PROCUREMENT OF GUARDS & SECURITY SERVICES
NOVEMBER 2020

This Guard and Security Services contract is made and entered into this 20<sup>th</sup> day of November 2020 by and between the Liberia Institute of Statistics and Geo-Information Services (LISGIS) of the Republic of Liberia represented by its Director – General, Prof. Francis F. Wreh, (hereafter referred to as Employer) and R & J Safety and Services Inc. represented by its CEO, Mr. James C. Lackay, of the City of Monrovia, Montserrado county, Republic of Liberia aforesaid (hereafter referred to as Service Provider) and both the Employer and the Service Provider, shall hereafter be referred to as "The Parties".

#### **PREAMBLE**

WHEREAS, the Employer desires to engage the services of the service provider for Guard and Security Services of the LISGIS' Compound.

Whereas, the Employer desires the services of the Contractor as indicated below:

- Provide qualified security personnel with good moral character, bonded, uniformed security personnel who are capable of rendering twenty four (24) hours duty per day;
- Provide reliever immediately on scheduled leave/absence of security personnel supposedly on cases of emergency leave incurred by security personnel;
- Secure and protect the office building from theft, pilferage, robbery, and all other acts such as assault, harassment and threat against its employee's life and property, losses/damages of property which are due solely to the negligence of duty of security personnel within forty Eight (48) hours from the time of occurrence;
- provide service equipment immediately or replacement of defective equipment, retain and exercise the sole, exclusive and absolute right to rotate, re-assign, suspend, lay-off, terminate and/or impose disciplinary measures, direct and control the services of the security personnel;
- Take daily records and issue tag to visitors entering LISGIS compound;
- Upon resumption of duty, take stock of equipment, furniture etc. in each office.

WHEREAS, the Service Provider agrees to perform the said Guard and Security and Services for the Employer;

WHEREAS the Service Provider, having presented to the Employer that it has the required professional capacity and expertise as well as financial capability has agreed to perform the Services on the terms and conditions set forth in this Contract;

THAT in consideration of the terms and conditions set out below, the parties agree as follows:

#### WITNESSETH

#### 1. Scope of Works:

That the Service Provider will Provide twenty four (24) hours security services for the LISGIS' Head Office Buildings, parking areas, perimeter, equipment Facilities, employees, offices and guest of the Liberia Institute of Statistics and Geo-Information Services.

#### 2. Payment Terms:

The parties hereto mutually agreed that for and in consideration of the services to be provided by the service provider, the employer undertakes to pay the contractor the amount of **US\$22,078.00** (Twenty Two Thousand Seventy Eight United State Dollars).

Payment will be made through the Ministry of Finance and Development Planning voucher System on a quarterly basis.

That the contractor shall be responsible to pay any and all taxes on the payments received under this contract;

#### 3. Employer's Responsibility

The Employer shall be responsible to do the following as means of facilitating the efficient performance of the services by the Contractor:

Liberia Institute of Statistics and Geo-Information Services (LISGIS) shall provide the service provider a full Corporation in the execution of the contract.

#### 4. Duration

The duration of the contract will be seven (7) months beginning December 1, 2020 to June 30, 2021 upon signing by both parties.

The Employer may terminate this Contract within at least ten (10) working days' prior written notice to the Service Provider after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Service Provider does not carry out the services as required and proposed;
- (b) If the Service Provider becomes insolvent or bankrupt;
- (c) As a result of poor performance and/or bad conduct on the part of the Service Provider;
- (d) If the Service Provider, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Public Procurement and Concession Laws of Liberia) in competing for or in performing the Contract.

### B. By the Service Provider

The **Service Provider** may terminate this Contract within at least thirty (30) days prior written notice to the Employer if the employer fails to honor its part of this contract.

#### 6. Contract Extension

It is understood by both parties that one month prior to the end of this contract, the parties shall have the right to renew this contract on the terms and conditions to be agreed upon before the expiration date, and failure to do so means that the parties resolved not to renew;

## 7. Adjudication:

This contract and its terms shall be construed in accordance with, and is governed by, the laws of the Republic of Liberia.

## 8. Force Majeure

In the case of political crisis which may cause instability, this contract shall be automatically suspended pending resumption of stability and normal business. Conditions and circumstances beyond the control of a party, acts of God, and uncontrollable elements of the atmosphere and/or situation of force majeure are exceptions.

FOR LIBERIA INSTITUTE OF STATISTICS AND FOR THE SERVICE PROVIDER INFORMATION SERVICES (LISGIS)

Prof. Francis F. Wreh

DIRECTOR GENERAL

Date: 26 Nov 2070

Witnessed by: Witnessed by: Witnessed by: Witnessed by: Date: Nov. 20.2020

Date: Nov. 20.2020

Date: Nov. 20.2020