



**FRAME WORK CONTRACT
BETWEEN
LIBERIA REVENUE AUTHORITY
AND
MANTRAC LIBERIA LTD.**

REPUBLIC OF LIBERIA)
MONTSEERRADO COUNTY)

**FRAME WORK CONTRACT FOR THE PROCUMENT
REPAIR & MAINTENANCE OF GENERATOR INCLUDING SPARE PARTS**

THIS FRAME WORK CONTRACT is made and entered into this 1st day of September A. D. 2021, 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 Mantrac Liberia Ltd, situated in Somalia Drive, Bushrod Island, Monrovia, represented by its Sales Manager, **Ahmed Farghal** (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 service Caterpillar 1000KVA Generator (Model C32) including spare parts and labor cost to the LRA;

WHEREAS, the Service Provider was selected as Sole Supplier and Service Provider 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 1st day of September A.D. 2021 up to and including the 30th day of December 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 Maintenance and servicing of the 1000KVA genset shall include but not be limited to:

- a. During the term of the agreement, **the Service Provider** shall provide the Maintenance Services at the site in accordance with the terms of this agreement. Subject to the Client complying with its obligations hereunder, the Services will be performed in accordance with the Service Requirements.
- b. **The Service Provider** shall provide all tooling, vehicle for staff, parts, including oil and labor to carry out the Services.

- c. The Equipment shall be serviced by the Service Provider at every two hundred and fifty (250) working hours of operation as provided in the generator service manual,.
- d. The Services Provider shall provide a statement of the protective service procedures that will take place in every visit according to the manufacturing company instructions (International Caterpillar Co.) and according to the service manual attached to the equipment;
- e. The Services Provider shall maintain the Equipment in accordance with the guidelines set out in the OMM and any Caterpillar Literature where such literature exists or following good industrial practice where it does not exist.
- f. The Services Provider will perform maintenance checks on the Equipment as outline in the respective Caterpillar OMM.
- g. Subject to the Client complying with its obligations hereunder, the Services Provider shall maintain services accuracy within a maximum time deviation of 10% of the target service interval set out in the OMM.
- h. Wherever possible, the services will be carried out at a mutually acceptable time so as to cause minimum disruption to the normal working schedule of the Equipment.
- i. The Services Provider will maintain services records and Service Inspection Sheets in respect of all services performed on the Equipment. Copies of all services records and services inspection sheets will be provided to the client or its designated person within a reasonable time of any work being performed.
- j. The Services Provider shall rendered fourteen (14) maintenance visit at intervals of 250 working hours. Maintenance visits may be made 10-15 working hours before or after the maintenance due time. The Service Provider shall not be responsible for adding or supplying the oil consumed during generator operation;
- k. The Services Provider shall provide needed spare-parts needed for repairs, like changing the depreciated parts in the generator and also any problems or defects resulting from miss-operation, accidents or any carelessness in the daily maintenance.
- l. Performing any and all other regular servicing and maintenance duties not specifically spelt out in this contract but which are generally performed under such arrangements.
- m. Any maintenance or repair work identified by the Services Provider during an inspection as being necessary but outside the scope of the services will be brought to the attention of the Client and a quotation will be provided for the work required. In the event that the Client accepts the quotation, the work shall be performed and invoiced to the Client in addition to the price of the services.

- n. **The Services Provider** shall perform all routing services per the visit hours including but not limited to cleaning and replacing of air filters according to the duty of **Services Provider** should meet environmental conditions; and greasing of the generator and parts should be timely conducted during every visit by **Services Provider**
- o. **The Services Provider** will also provide the **Client** with a maintenance schedule for each coming month, which will be based on average monthly utilization of the Equipment; and the average monthly utilization will be calculated using the information recorded in the availability log.
- p. **The Services Provider** will advise the **Client** from time to time as applicable (i) of any up to date copies of the OMM and any Caterpillar Literature, and (ii) any information contained in the Caterpillar Machine Fluid Recommendations Manual that is relevant to the **Client's** performance of its obligations under this Agreement.

2. RESPONSIBILITIES OF THE CLIENT

The responsibilities of the client with respect to the maintenance and servicing of the 1000KVA genset shall but not be limited to:

- a. **The Client** shall provide secure storage area for parts and oil.
- b. **The Client** shall be responsible for the replacement of all fuel filters that clogged before 250 hours due to contaminated fuel supplied.
- c. **The Client** shall provide the **Services Provider** with access to the site in accordance with Clause 4.2 in order to allow the **Services Provider** perform the services pursuant to this agreement and any additional services that may be required by the **Services Provider**.
- d. The Equipment shall be located at the Site. **The Client** must inform the **Services Provider** in writing if the equipment is moved. It is agreed that moving the location of the equipment constitute a substantial change of the terms of this agreement, and the **Services Provider** reserves the right in such cases to terminate this agreement upon immediate written notice to the **Client** or to vary the price for the services.
- e. **The Client** agrees not to fit any attachments or components, or to make any modification, to the Equipment without the prior written consent of the **Services Provider**. The **Services Provider** reserves the right to vary the price of the services on written notice to the **Client** in the event of a change in Equipment specification caused by any agreed modification.
- f. **The Client** agrees not to misuse/or overload the Equipment and to operate the Equipment at all times in accordance with the Caterpillar Operating Guidelines laid out in the respective OMM and/or any other relevant Caterpillar Literature.
- g. **The Client** will be responsible for the provision of all Maintenance Items not included in the agreement, and will ensure that all Maintenance Items used in connection

with the Equipment meet the specifications stated in the OMM and the latest Caterpillar Machine Fluid Recommendations Manual.

- h. **The Client shall provide the Services Provider with details of any safety regulations that will directly affect the Services Provider's personnel operating on the Client's premises.**
- i. **The Client shall not within a period of one (1) year dating from the commencement of this agreement knowingly employ any staff of the Services Provider.**

ARTICLE 2 PAYMENT

2.1

a. Ceiling

For and in consideration of the supply of the 1000 KVA Power generator by the Service Provider under this Contract, the Client shall pay to the Service Provider as per visit, the sum of **US\$1,644.80 (One Thousand Six Hundred and Forty-Four United States Dollars Eighty Cents)** representing the full payment.

No	Model	Serial No.	Cost/Visit of Value	Number of Visits
1	C32	JAZ02837	US\$1,644.80	14

j. 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 10th 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 services rendered. Payment for the maintenance and servicing of the 1000kva Caterpillar generator (Model C32) shall be made based on services provided/rendered monthly or quarterly, whichever is applicable.

k. 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.

**3. ARTICLE 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.

**4. ARTICLE 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.

**5. ARTICLE 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;
- b. The failure or refusal of the Service Provider to service the 1000 KVA Power Generator within reasonable time specified in a service time sheet to be develop by the LRA relative to the warranty; and
- c. Prolong neglect by the Service Provider to repair defects within the period of the warranty.

**6. ARTICLE 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. ARTICLE 7
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

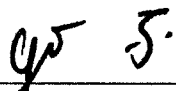
The terms and conditions set forth herein constitute the entire Contract between the parties and supersede any communications or previous contract with respect to the subject matter of this Contract. There are no written or oral understandings directly or indirectly related to this Contract that are 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

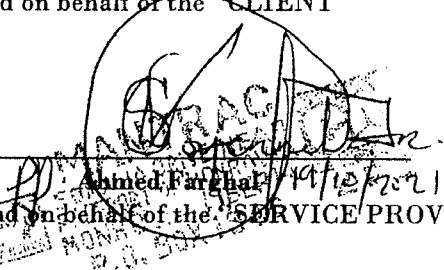
This Contract shall be binding upon and inure to the benefit of the parties, successors and assigns of the parties hereto as may be permitted. Any assignment made contrary to this Contract shall be void and unenforceable.

IN WITNESS WHEREOF, THE PARTIES HAVE
SET THEIR HANDS AND AFFIXED THEIR
SIGNATURES ON THIS INSTRUMENT ON THE
DAY AND DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:



Aaron B. Kollie
For and on behalf of the "CLIENT"



Ahmed Farhat
For and on behalf of the "SERVICE PROVIDER"