



**CONTRACT
FOR THE PROVISION OF FUMIGATION SERVICES
BETWEEN
MAKE THINGS HAPPEN
AND
LIBERIA REVENUE AUTHORITY**

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REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

FRAMEWORK CONTRACT FOR FUMIGATION SERVICES

This Contract for the Procurement of Fumigation Services is made and entered into this 1st day of July A. D. 2020, by and between Liberia Revenue Authority (LRA) situated at ELWA Junction, Paynesville, Liberia (here-in-after known and referred to as the "Client"), represented by its Deputy Commissioner General Administrative Affairs, Mr. Aaron B. Kollie and Make Things Happen, located at Congo Town, Monrovia, Liberia, represented by its Administrative/Finance Officer, Jallah Akoï (here-in-after known and referred to as the "Service Provider"), both collectively referred to as the "Parties."

RECITAL

WHEREAS, the Service Provider is a registered business under the laws of Liberia for the purpose of rendering Fumigation Services;

WHEREAS, the Client is desirous of hiring a professional company to provide Fumigation Services at its business offices;

WHEREAS, the Client published a bid in keeping with the Public Procurement Act through the Restrictive Bidding method; and

WHEREAS, the Service Provider won said Bid to provide Fumigation Services to the LRA Headquarters and five of its offices in Monrovia, Paynesville and RIA respectively.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. TERM

The effective date the Service Provider shall commence the performance of services under this contract is July 1, 2020 and shall continue until June 30, 2021 or any other period as may be subsequently agreed upon in writing by the Parties.

2. DUTIES OF THE SERVICE PROVIDER

- a) The Service Provider shall provide Fumigation & Pest Control Services at the LRA Headquarters and its business offices at Roberts International Airport, James Spriggs Payne Air Field, Freeport of Monrovia, Duala and Red-light; and
- b) The Service Provider shall be obliged to provide the following equipment: Foggy machine fumigation, sprayers multi-purpose plastic hand gloves plastic apron, knapsack sprayer (backpack) and other tools or equipment not available in the LRA in the discharge of duties or services at no extra charge to the Client.

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- c) The Service Provider shall ensure that Staff shall be in uniform reflecting LRA colors per quarterly visit.

3. PAYMENT

a. Contract Price:

For and in consideration of the Fumigation & Pest Control Services to be provided by the Service Provider under this Contract, the Client shall pay to the Service Provider, and the Service Provider shall accept from the Client, the monthly amount agreed upon on the invoice(s) presented by the Service Provider as per completion of services.

The Service Provider's remuneration for Fumigation and Pest Control Services shall be governed by the following:

Item No.	Description/Specification of Services	Quantity	Unit Price in USD	Total Price in USD
1.	Fumigation of LRA Headquarters-ELWA Junction, its business offices at Jetty Complex Facility, Roberts International Airport, James Spriggs Payne Air Field, Freeport of Monrovia, Duala, Ministry of Posts & Telecommunication, Ministry of Transport, Ministry of Labor, Temple of Justice, Land Mines and Energy, Ministry of Finance & Development Planning, Liberia Broadcasting System (LBS), Red-light and Kakata Business Office	4 Quarters	\$ 1,546.63	\$ 6,186.52

b. Taxation

The Client shall withhold from every payment made to the Service Provider for services rendered under this contract pursuant to Section 905(f) of the Liberia Revenue Code of 2000 as amended.

c. Payment Conditions

Payment for each month shall be made in United States Dollars or its Liberian Dollar equivalent at the Central Bank of Liberia prevailing exchange rate not later than the 10th day of the following month. Attendance sheet and activity report approved by the Client's Oversight Authority and invoice shall be presented before any payment is made. Payment shall be made monthly by check or direct deposit, and payment shall be prorated to account for days absent without prior approved written excuse.

5. CONTRACT ADMINISTRATION

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

6. PERFORMANCE STANDARD

The LRA shall provide the office, stationeries and supplies and working tools, while the Service Provider undertakes to perform the services with the highest standards of professional and ethical competence and integrity in accordance with the Human Resource Manual and Professional Ethics and Code of Conduct.

7. CONFIDENTIALITY

The Service Provider shall keep all information obtained during the course of this Contract confidential in keeping with the Liberia Revenue Code of 2000 as Amended.

8. OWNERSHIP OF MATERIALS

Any materials and/or assigned assets given to the Service Provider under this Contract shall belong to and remain the property of the Client. The Client 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 condition.

9. SERVICE PROVIDER NOT TO BE ENGAGED IN CERTAIN ACTIVITIES

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

10. INSURANCE

The Service Provider shall be responsible for obtaining appropriate insurance coverage.

11. ASSIGNMENT

The Service Provider shall not assign this Contract or Sub-contract any portion of it without the Client's prior written consent.

12. LAW GOVERNING CONTRACT

The Contract shall be governed by the laws of Liberia.

13. 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 the laws of the Republic of Liberia.

14. 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 under this Contract.
- b) The failure or refusal of the Service Provider to provide timely and efficient services within reasonable time.

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15. 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 or reasonable period following written notices from the Service Provider for the amount due.

16. FORCE MAJEURE

In the case of "Force Majeure" neither party shall be in default on account of non-performance 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.

17. 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.

18. TERMINATION

The Client may terminate this Contract with 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 (e) of this Clause:

- a) If the Service Provider 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 Client may have subsequently approved in writing;
- b) If the Client 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 Service Provider is adjudged guilty of any criminal offense or is found liable in any civil matter;
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; and

19. 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

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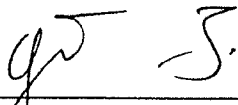
that are not set forth herein. No change can be made to this Contract other than in writing and signed by both parties.

20. BINDING CLAUSE

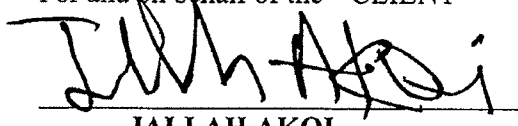
This Contract shall be binding upon and inure to the benefit of the parties, successors and assigns of the parties hereto as may be permitted. Any assignment made contrary to this Contract shall be void and unenforceable.

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"



JALLAH AKOI
SERVICE PROVIDER