



**THE SERVICE CONTRACT
BETWEEN
LIBERIA REVENUE AUTHORITY
AND
TELECEL LIBERIA**

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

CONTRACT FOR PROVISION OF BACKUP INTERNET SERVICES TO THE LRA

THIS PROCUREMENT CONTRACT for the backup internet services to the LRA is made and entered into this 1st day of July A. D. 2021, by and between the Liberia Revenue Authority (LRA) situated at its Headquarters, ELWA Junction, Paynesville City, Liberia represented by its Deputy Commissioner General for Administrative Affairs, **Mr. Aaron B. Kollie** (here-in-after known and referred to as the "Purchaser") and Telecel Liberia, Inc. situated on Capital By-Pass, Monrovia, Liberia represented by its CEO, **Mohammed Farhat** (here-in-after known and referred to as the "Services Provider") both of whom are collectively referred to herein as "Parties"

RECITAL

WHEREAS, the Purchaser desires to procure Internet Services for the use of the LRA Sub Offices;

WHEREAS, the Purchaser requested bids in keeping with the Public Procurement Act through the Sole Source Method; and,

NOW THEREFORE, the Purchaser and Services Provider have mutually understood and agreed to perform the obligations pursuant to terms and conditions as herein stated:

1. TERMS

The Services Provider shall provide services to the offices of the Purchaser within 1st July 2021 or up to end of 30th December 2021 as mentioned herein or upon the full exhaustion of the specified quantity mentioned herein, whichever one comes first, as per requirements in LRA invoice documents or as may be subsequently agreed to by the parties in writing.

2. DUTIES OF THE SERVICES PROVIDER

The Services Provider shall perform the following duties:

- a. The Services Provider shall provide services to the Purchaser, Backup Internet Services to be delivered by the Services Provider to the offices of the Purchaser, upon receipt of a Purchase Order and signed contract;
- b. The Services Provider shall perform this contract in accordance with the Detailed Technical Specifications as indicated within the quotation proforma documents.
- c. The Services Provider shall be responsible for immediate replacement of all equipment, configuration and installation of all network equipment.

3. PAYMENT

a. Ceiling

For and in consideration of the services to be provided by the Services Provider under this Contract, the Purchaser shall pay to the Services Provider, and the Services Provider shall accept from the Purchaser, the below listed unit prices for provision of Backup Internet Services Products:

No.	ACTIVITY	DECRPTION	QTY	RATE	AMOUNT
1.	1 Fixed IP set	Monthly Recurring Cost (MRC) 4 Fixed IP set	6	240.00	1,440.00
2.	14 mbp dedicated Service	Monthly Recurring Cost (MRC) 14 Mbps(up & Down) Dedicate Speed- Business Package	6	2,660.00	15,960.00
3.	Other Charge	GST	6	58.00	348.00
4.	Other Charge	LTA Sub Charge	6	145.00	870.00

TOTAL _____ **USD 18,618.00**

b. Unit Prices

It is mutually agreed and understood that the above quoted unit prices are subject to upward or downward adjustments based on fluctuations in Backup Internet Services prices on the World Market.

c. Taxation

There is an obligation to withhold taxes on payments pursuant to Section 905(n) of the Liberia Revenue Code of 2000 as Amended (Code); therefore, the Purchaser shall withhold 2% taxes on every payment and remit same to the General Revenue Account.

d. 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 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.

4. CONTRACT ADMINISTRATION

The Purchaser designates the Deputy Commissioner General Administrative Affairs as its Oversight Authority who shall be responsible for the coordination of activities under this contract.

5. CONFIDENTIALITY

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

6. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE SERVICES PROVIDER

- a. The failure or refusal by the Services Provider to timely perform any obligation under this Contract; and
- b. The failure or refusal of the Services Provider to immediately activate all monthly recurring packages to the LRA, within reasonable time.

7. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE PURCHASER

- a. The failure or refusal by the Purchaser to timely perform any obligation under this Contract.
- b. The failure or refusal of the Purchaser to pay any amount owed hereunder to the Services Provider within thirty (30) days following written notices from the Services Provider for the amount due.

8. FORCE MAJEURE

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

9. 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.

10. GOVERNING LAW.

This Contract shall be construed and enforced in accordance with the laws of the Republic of Liberia.

11. ASSIGNMENT

This Contract shall not be assigned by either party without the prior written consent of the other party.

12. 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.

13. TERMINATION

The Purchaser may terminate this Contract with at least ten (10) working days prior written notice to the Services Provider after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- a. If the Services 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 Purchaser may have subsequently approved in writing;
- b. If the Services Provider becomes bankrupt or insolvent, but not arising from activities out of the contract;
- c. If the Services Provider, in the judgment of the Purchaser, 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 Services Provider is adjudged guilty of any criminal offense or is found liable in a civil matter; and
- e. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

14. ENTIRETY OF CONTRACT AND AMENDMENT.

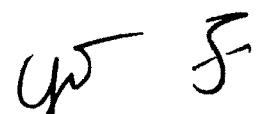
The terms and conditions set forth herein constitute the entire Contract between the parties and supersede any communications or previous contract with respect to the subject matter of this Contract. There are no written or oral understandings directly or indirectly related to this Contract that are not set forth herein. No change can be made to this Contract other than in writing and signed by both parties.

15. 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.

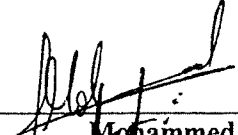
IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SIGNATURES ON THIS INSTRUMENT ON THE DAY AND DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:



Aaron B. Kollie

For and on behalf of the "PURCHASER"



Mohammed Farhat

For and on behalf of the "SERVICES PROVIDER"

PO# 0022

Telecel Liberia
Liberia
Monrovia, AK 000000
0770399399
Billing@teleceliberia.com
www.teleceliberia.com

Invoice 14632



BILL TO

Liberia Revenue Authority(LRA)
NASSCORP Building
ELWA Junction
Paynesville, Liberia

DATE
06/28/2021

PLEASE PAY
USD 18,618.00

DUE DATE
07/28/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/28/2021	14 mbps dedicated Service	14 mbps dedicated Service (UP & Down) Dedicated Speed - Business Package	6	2,660.00	15,960.00
06/28/2021	1 Fixed IP set	4 Fixed IP set	6	240.00	1,440.00
06/28/2021	Other Charge	GST	6	58.00	348.00
06/28/2021	Other Charge	LTA Sub-charge 5%	6	145.00	870.00

TOTAL DUE

USD 18,618.00

THANK YOU.