



**THE SERVICE CONTRACT FOR THE PROVISION OF VEHICLE &
MOTOR BIKE INSURANCE
BETWEEN
LIBERIA REVENUE AUTHORITY
AND
SUNU ASSURANCE**

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

CONTRACT FOR PROCUREMENT OF VEHICLE & MOTOR BIKE INSURANCE SERVICES

This Contract made this 1st day of September 2021 between the Liberia Revenue Authority (LRA) situated at ELWA Junction, City of Paynesville, Republic of Liberia, represented by its Deputy commissioner General Administrative Affairs, Mr. Aaron B. Kollie (hereinafter called the "Insured") of the one part and Susu Assurance of Monrovia, Republic of Liberia, represented by its CEO/ Manager, Habib Dia (hereinafter called the "Insurer") of the other part, each of which is called "Party" or collectively called the "Parties."

WHEREAS, in keeping with the Public Procurement Act, through a National Competitive Bidding method to purchase Vehicle & Motor Bike & Motor Bike Insurance that shall commence immediately after signing of this Contract; and

WHEREAS, the Insurer agreed to provide the LRA with the specified Insurance coverage as enshrined within their quotation.

NOW, THEREFORE, the Insured and Insurer have agreed to perform pursuant to this contract the terms and conditions as herein stated.

ARTICLE 1. SERVICE

- 1.1 The Insurer shall provide the Liberia Revenue Authority Comprehensive Vehicle insurance as requested.
- 1.2 The Insurer shall perform this contract in accordance with the Detailed Technical Specifications as indicated within their quotation.
- 1.3 The Insurer must provide effective Vehicle Insurance services to the LRA.
- 1.4 It is mutually agreed and understood that deductibles will only be applied by the Insurer to where the Insured Vehicle & Motor Bike engaged in an accident is found to be at fault or wrong. It being understood and agreed that the Insured shall not be required to pay deductibles on its Vehicle & Motor Bikes in the right in cases of accidents.
- 1.5 The Insurer shall be responsible for the payment of the rental coverage of Vehicle & Motor Bikes involved in accidents until said Vehicle & Motor Bike is declared "total lost." The Insurer's responsibility to pay for Vehicle & Motor Bike rental during such period shall end immediately upon declaration of "total lost."
- 1.6 The Insured shall be given the opportunity to select a garage of their choice for repair of Vehicle & Motor Bikes involved in accidents.
- 1.7 The Insurer shall provide a particular Claims Officer to the Insured for the purpose of handling all claims of the Insured.

ARTICLE 2. TERM

- 2.1 The effective date the Insurer shall commence the performance of services under this Contract is 1st September, 2021 and continues up to 30th December, 2021 or any other period as may be subsequently agreed to by the Parties in writing.

ARTICLE 3. PAYMENT

Premium Payment: The monthly premium payment shall be made in keeping with the schedule presented below:

- 3.1 **Taxation:** The LRA is under obligation to withhold tax on payments pursuant to Section 905(n) of the Liberia Revenue Code of 2000 as Amended (Code); therefore, the Insured shall withhold 2% on every payment and remit same to the General Revenue Account.
- 3.2 **Payment Conditions:** Each payment shall be made in United States Dollar or its Liberian Dollar equivalent at the Central Bank of Liberia prevailing exchange rate not later than the 10th day of the following month after submission of invoice(s) showing labor and material components of work performed and delivery note(s) approved by the designated authority. All payments shall be made by check.
- 3.3 **Premium Payment:** The monthly premium payment shall be made in keeping with the presented below:
- a) **Comprehensive Insurances:** It is agreed and understood that the insured shall be charged an annual premium rate of 5% (five percent) of the present value of the vehicle & motor bike insured as per the schedule in Appendix one attached, and that the Insurer shall provide a 10% fleet discount on the total premium quoted.
 - b) **Third Party Insurances:** It is agreed and understood that the Insured shall be charged an annual premium rate for third party vehicle & motor bike insurance as per the schedule in Appendix Two attached, and that the Insurer shall provide a 10% fleet discount on the total premium quoted.

ARTICLE 4. CONTRACT ADMINISTRATION

- 4.1 The Insured designates the Deputy Commissioner General for Administrative Affairs/LRA as the Insurer'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 Insurer.

ARTICLE 5. CONFIDENTIALITY

- 5.1 The Insurer shall keep all information obtained during the course of this Contract Confidential in keeping with the Section 54 of the Liberian Revenue code of 2000 as Amended.

ARTICLE 6. ASSIGNMENT

- 6.1 The Insurer shall not assign this Contract or Sub-contract any portion of it without the Insured's prior written consent.

ARTICLE 7. LAW GOVERNING CONTRACT

- 7.1 The Contract shall be governed by the laws of Liberia.

ARTICLE 8. DISPUTE RESOLUTION

- 8.1 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.

ARTICLE 9. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE INSURER

- 9.1 The failure or refusal by the Insurer to timely perform any obligation under this Contract.
- 9.2 The failure or refusal of the Insurer to pay any benefit or reimbursement hereunder to the Insured after thirty days or reasonable period following written notices from the insured.

ARTICLE 10. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE INSURED

- 10.1 The failure or refusal by the Insured to timely perform any obligation under this Contract.
- 10.2 The failure or refusal of the Insured to pay amount owed hereunder to the Insurer within thirty (30) days or reasonable period following written notices from the Insurer for the amount due.

ARTICLE 11. FORCE MAJEURE

- 11.1 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 interruption 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 in 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 12. SAVINGS OR SEVERABILITY CLAUSE

- 12.1 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 13. TERMINATION

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

- a) If the Insurer 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 longer period as the Insured may have subsequently approved in writing;
- b) If the Insured becomes bankrupt or insolvent, but not arising from activities under the contract;
- c) If the Insurer, in the judgment of the Insured, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Rules, Policies or the laws of the Republic of Liberia) in competing for or in performing the Contract;
- d) If the Insurer is adjudged guilty of any criminal offense or Liable in a civil matter;
- e) If the Insured, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; and

ARTICLE 14. ENTIRETY OF CONTRACT AND AMENDMENT.

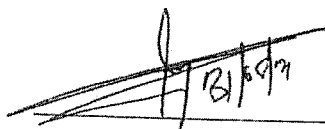
14.1 The terms and conditions set forth herein constitute the entire Contract between the parties and supersede any communications or previous contract with respect to the subject matter of this Contract. There are no written or oral understandings, direct or indirectly related to this Contract that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


ARTICLE 15. BINDING CLAUSE



15.1 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:




Aarons B. Kollic
For and on behalf of the Insured


Habib Dja
For and on behalf of the Insurer

MANAGING DIRECTOR