



**CONTRACT FOR PROVISION OF  
SECURITY GUARD SERVICES  
BETWEEN  
LIBERIA REVENUE AUTHORITY  
AND  
JAC GROUP OF COMPANIES**

REPUBLIC OF LIBERIA )  
MONTSERRADO COUNTY)

## SECURITY SERVICE PROVIDER CONTRACT

This framework Contract is made and entered into this 1<sup>st</sup> day of July A. D. 2021 by and between Liberia Revenue Authority (LRA) of the City of Paynesville, Republic of Liberia (here-in-after known and referred to as the "**Principal**"), represented by its Deputy Commissioner General Administrative Affairs, Mr. Aaron B. Kollie and JAC GROUP OF COMPANIES of Paynesville City, Republic of Liberia aforesaid, represented by its Administrative Manager, Mrs. Charlesetta H. Peters, hereinafter referred to as "**Contractor**". Both **Principal** and **Contractor** are collectively referred to as "The Parties".

### RECITAL

**WHEREAS**, the Contractor was accepted to provide security guard services to the LRA Commissioner General resident in Thinkers-Village Paynesville City as mentioned in the Term of Reference;

**WHEREAS**, the Client has determined that JAC GROUP OF COMPANIES is capable of protecting and guarding the Commissioner General resident and designated within Thinkers-Village Paynesville City the Republic of Liberia;

**WHEREAS**, the Contractor was accepted to provide security guard services to the LRA Deputies Commissioner General residences on RIA Highway in Lower Margibi and Old-Road in Montserrado Counties as mention in the Term of Reference.

**WHEREAS**, the Client has determined that JAC GROUP OF COMPANIES is capable of protecting and guarding the Deputies Commissioner General residences and designated within RIA Highway in Lower Margibi and Old-Road in Montserrado Counties the Republic of Liberia;

**WHEREAS**, Contractor has consented to be hired to perform security guard services for the purpose of guarding against theft, trespass, armed robbery, burglary, vandalism and other destructive activities;

**NOW THEREFORE**, the Principal and Contractor have agreed to perform the contract pursuant to these "Terms and Conditions" as herein stated:

#### 1. SERVICES:

The Contractor shall perform security guard services to the Commissioner General Resident as indicated below:

- a. Prepare and execute an approved security plan.

- b. Provide Security Guard at Commissioner General Resident Paynesville, Liberia on a twenty-four (24) hours basis, running three (3) eight (8) hours shifts, and seven days per week. The Contractor shall provide at least three (3) guards including supervisors.
- c. Provide Security Guard at Deputies Commissioner General Residences RIA Highway in Lower Margibi and Old-Road in Montserrado Counties on a Twelve (12) hours basis, only at night 7:00pm -7:00am seven (7) days a week. The Contractor shall provide three (3) guards including supervisors.
- d. Ensure that all assets on the premises of the designated properties are fully protected.
- e. Ensure that a sign-in and sign-out log is maintained by JAC GROUP OF COMPANIES GUARDS.
- f. Ensure the CCTV surveillance equipment are installed and is monitored by the Principal and JAC GROUP OF COMPANIES GUARDS; cost of the installation of CCTV equipment is the sole responsibility of the Principal.
- g. Ensure that persons and vehicles entering restricted areas on the Commissioner General and deputies residences are professionally screened and searched. Visitor tags should be color-coded.
- h. Ensure that absolutely no selling or peddling on the Commissioner General and Deputies Residences.
- i. Ensure adherence to the approved security plan by all employees and make flash report on any breach of security by any staff.
- j. Ensure that visitors are escorted to the specific locations they intend to visit and do not go beyond the specified tagged area and escorted back.
- k. Ensure that each every security guard on official duty on the designated properties is neatly and sharply uniformed while on duty at all time.
- l. Ensure that Security Guards are trained to use fire extinguisher in case of fire incident.
- m. Ensure that Security Guards perform their duties during emergency by providing direction and evacuation.
- n. Ensure that Security Guards patrol the assigned areas of the designated properties.
- o. Ensure that all entrances and exits doors are locked during the close of business
- p. Ensure that Security Guards are fully equipped with hardware to include handcuffs, whistles, batons etc.
- q. Raise an alarm in case of burglary as loud as community dwellers will hear and come to aid in combatting the crime or call the LNP unit nearby.
- r. Submit report at minimum on a monthly basis, flash reports on every incident and other reports as necessary and required at agreed intervals.

## 2. TERM

The effective date the Contractor shall commence the performance of Service under this Security Service Contract is 1<sup>st</sup> July 2021, and continues up to 30<sup>th</sup> December A. D. 2021 or any other period as may be subsequently agreed to by the parties in writing and that the parties will agree on an ongoing basis the require amount of staff should be.

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### **3. PAYMENT**

For and in consideration of the services to be rendered by the Contractor under this Contract agreement, the Contractor's remuneration shall be governed by the following rates: The principal agreed to and shall pay the contractor Nine Hundred (US\$ 900.00) United States Dollars monthly or its equivalent as payment for Provision of Six(6) Security Guards.

Categories	Number of Personnel	Unit Price (per personnel)	Unit Price (Per month)	Total Price
Regular Guards	6 persons	US\$150.00	US\$900.00	US\$5,400.00
	Total per month (6 Personnel)			
	<b>GRAND TOTAL for 6 (Six) months</b>			<b>US\$5,400.00</b>

This amount has been established based on the understanding that it includes all of the Contractor's costs and profits as well as any tax obligations.

### **4. 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 10<sup>th</sup> day of the month following submission of invoice and supporting documents approved by the designated oversight authority. Payment shall be made by check. An interest rate of Five Percent (5%) per month, or such maximum percentage will be allowed under this agreement and added to all invoices not paid within Fifteen (15) days of receipt.

The Principal is under obligation to withhold 10% tax on payments by Government Agency pursuant to Section 905(f) of the revenue Code 2000 as Amended (Code); therefore the Principal shall withhold on every payment and remit same to the General Revenue Account, and submit to JAC GROUP OF COMPANIES the official revenue / tax receipt for their records.

### **5. CONTRACT ADMINISTRATION**

The Principal designates its Deputy Commissioner General for Administration Affairs / LRA as Contractor'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 Contractor, and JAC GROUP OF COMPANIES SERVICES's Contact Person.

### **6. PERFORMANCE STANDARD**

The Principal shall provide the booths and spaces for the security guards including toilet, while the Contractors must own at minimum a pickup, to facilitate it security services to the LRA. The Contractor must provide cell phone communication between its guards and supervisors to facilitate

communication within the Commissioner General and Deputies Residences for an effective security delivery.

#### **7. CONFIDENTIALITY**

The Contractor shall keep all information obtained during the course of this Contract confidential in keeping with the Section 54 of the Liberia Revenue Code of 2000 as Amended and section 4 of JAC Security & Consultancy code of ethics.

#### **8. OWNERSHIP OF MATERIALS**

Any materials and/or assigned assets given to the Contractor under this Contract shall belong to and remain the property of the Principal. The Principal 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 position.

#### **9. QUALIFICATION OF SECURITY GUARDS**

The Contractor shall provide experienced and qualify Security Guards. The required qualification and experience are as follows:

- a) For all assigned guards, the minimum qualification shall be High School graduate;
- b) For all assigned Supervisors, a college degree and at minimum one year certificate in protective security services from a recognized firm /institution with five (5) years Supervisory experience shall be required; and
- c) Current Police clearance shall be required for all Guards and Supervisors.

#### **10. INSURANCE**

The Contractor shall be responsible for obtaining appropriate insurance coverage.

#### **11. COLLABORATION**

The contractor shall collaborate with the Principal regarding all security related issues and strengthen relationship with local law enforcement agencies "Liberia National Police" to provide support when necessary.

#### **12. CRIMINAL ACT**

The contractor shall be solely liable and responsible for any loss and shall reimburse the Principal within Thirty (30) days the value, as determine by the both parties or a third party (LNP), when established that theft, burglary, vandalism and other destructive activities at the Principal residences compounds was caused by the negligence, intentional, careless conduct (s) of the contractor/officers.

#### **13. INJURY TO THIRD PARTY**

The Contractor shall be solely responsible for injury to third party when said injury is committed by its security guards outside the terms of reference and scope of contract of service stated in this Security Service contract.

#### **14. ASSIGNMENT**

This agreement being a personal service contract, the right shall not be assigned by the Contractor nor shall the duties be delegated by the Contractor to Contract or Subcontract any portion to third party without the Principal's prior written consent.

#### **15. LAW GOVERNING CONTRACT**

The Contract shall be governed by the laws of Liberia and the language of the Contract shall be English.

#### **16. 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.

#### **17. SAVINGS CLAUSE**

If any part of this Agreement is, or shall become, or shall be declared illegal, invalid, unenforceable or void by court of competent jurisdiction for any reason (including the provisions of any legislation or decision of any competent authority) such part shall be severed from this Agreement and such contravention, illegality, invalidity or unenforceability shall not in any way whatsoever prejudice or affect the remaining parts of this Agreement which shall continue in full force and effect.

#### **16. TERMINATION**

The Principal may terminate this Contract with a seven (7) working days prior written notice to the Temporary Contractor (JAC Security & Consultancy) after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- a. If the Contractor 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 Principal may have subsequently approved in writing;
- b. If the Contractor becomes disable or terminally ill, but not arising from activities out of the contract, (while acting in the capacity of an Contractor);
- c. If the Contractor, in the judgment of the Principal, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing LRA sanctions procedures or the laws of the Republic of Liberia) in competing for or in performing the Contract.
- d. If the Principal, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- e. If the Contractor is adjudged guilty of any criminal offense or Liable in a civil matter that has the proclivity to tarnished and effect the image of the LRA, management will have no option but to rescind the contract with adequate notice.

- f. This agreement includes all of the intentions, desires and mutual concerns of the parties and any changes, amendments or other future alterations shall be done in writing and signed by the parties.

**18. BINDING CLAUSE**

All notices, request or other communication required by, provided or relative to this Agreement shall be in writing, cables, telecopy, or email and shall be considered written communications, but they shall be confirmed by hard copy letter.

This Security Service Contract is binding on the Parties hereto, their successor's assigns, and personal or legal representatives.

IN WITNESS WHEREOF, THE PARTIES HERETO,  
HAVE AFFIXED THEIR SIGNATURES ON THE  
DAY AND DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:

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Signed by: \_\_\_\_\_

45 J.  
**Mr. Aaron B. Kollie**

For and on behalf of the "Principal"

Bill 07-20-21

Signed by: \_\_\_\_\_

07-20-21  
**Mrs. Charlesetta H. Peters**

For and on behalf of the Contractor

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