



# CONTRACT FOR PROVISION OF

# **SECURITY GUARD SERVICES**

## **BETWEEN**

# LIBERIA REVENUE AUTHORITY

### **AND**

# **SODJATT GUARD SECURITY SERVICES**

REPUBLIC OF LIBERIA ) MONTSERRADO COUNTY)

# SECURITY SERVICE PROVIDER FRAMEWORK CONTRACT

This framework Contract is made and entered into this 1st day of August 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. Kollic and SODJATT Guard Security Services of Catholic Hospital Road, Congo Town, Republic of Liberia aforesaid, represented by its Administrative Manager, Mr. J. Boakai Seh, hereinafter referred to as "Contractor". Both Principal and Contractor are collectively referred to as "The Parties".

#### RECITAL

WHEREAS, the Contractor shall provide security guard services to the LRA as mentioned in the Price Listing through a Sole Source Method;

WHEREAS, the Client has determined that SODJATT GUARD SECURITY SERVICES is capable of protecting and guarding the LRA Headquarters and designated sub-offices within the Republic of Liberia;

WHEREAS, Contractor has consented to be hired to perform security guard services for the LRA's Headquarters and sub-offices throughout the Republic;

**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 for the LRA as indicated below:

- a. Prepare and execute an approved security plan.
- b. Provide Security Guard at LRA offices throughout 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 eighty (80) guards including supervisors.
- c. Ensure that all assets on the premises of the designated properties are fully protected.
- d. Ensure that a sign-in and sign-out log is maintained by SODJATT GUARD SECURITY SERVICES guards.
- e. Ensure the CCTV surveillance equipment is monitored by LRA Security and SODJATT GUARD SECURITY SERVICES guards.



- f. Ensure that persons and vehicles entering restricted areas on the LRA premises are professionally screened and searched. Visitor tags should be color-coded.
- g. Ensure that absolutely no selling or peddling on the LRA premise.
- h. Ensure adherence to the approved security plan by all employees and make flash report on any breach of security by any staff.
- i. 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.
- j. Ensure that each every security guard on official duty on the designated properties is neatly and sharply uniformed while on duty at all time.
- k. Ensure that Security Guards are trained to use fire extinguisher in case of fire incident.
- I. Ensue that Security Guards perform their duties during emergency by providing direction and evacuation.
- m. Ensure that Security Guards patrol the assigned areas of the designated properties.
- n. Ensure that all entrances and exits doors are locked during the close of business
- o. Ensure that Security Guards are fully equipped with hardware to include handcuffs, whistles, batons etc.
- p. 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> August 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.

#### 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:

Categories	Number of Personnel	Unit Price		Total Price
Supervisors	3 persons	US\$260.00 Per Supervisor, shift, per month	Per	US\$780.00
Regular Guards	77 persons	US\$189.81 Per Personnel, shift, per month	Per	US\$14,615.37
Total per month (80 Personnel)			US\$15,395.3	
GRAND TOTAL for 5 (Five) months				US\$76,976.8

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.



#### a. Taxation

The Principal is under obligation to withhold 10% tax on payments by Government Agency pursuant to Section 905(h) 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 SODJATT GUARD SECURITY SERVICES the official revenue / tax receipt for their records.

### b. 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.

### 4. 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 SODJATT GUARD SECURITY SERVICES's Contact Person.

#### 5. PERFORMANCE STANDARD

The LRA shall provide the booths and office spaces for the security guards, 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 with the LRA Authorities for an effective security delivery.

#### 6. 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.

#### 7. 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.

#### 8. 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.

#### 9. INSURANCE

The Contractor shall be responsible for obtaining appropriate insurance coverage.

#### 10. BURGLARY

In the event of a theft burglary, (criminal act) not attributable to staff of LRA or connivance of staff or other LRA authority, SODJATT GUARD SECURITY SERVICES (SOGUSS) shall be fully responsible for any loss; a full scale investigation of the said incident of any kind shall be conducted by the Liberian National Police, but if it is a civil issue, then SODJATT GUARD SECURITY SERVICES and LRA Security shall investigate the matter, if the theft results at the negligence of the Contractor, the Contractor shall within thirty (30) days from the date of occurrence restitute or replace the stolen item.

#### 11. 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.

#### 12. ASSIGNMENT

The Contractor shall not assign this Contract or Subcontract any portion of it without the Principal's prior written consent.

#### 13. LAW GOVERNING CONTRACT

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

#### 14. 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.

#### 15. 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. AMENDMENT AND TERMINATION

The Principal may terminate this Contract with at least ten (10) working days prior written notice to the Temporary Contractor 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.

#### 16. BINDING CLAUSE

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

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

1//	
AD: )	
A straining	

IN THE PRESENCE OF:

Signed by: \_

Aaron B. Kollie

For and on behalf of the "Principal"

Signed by:

J. Boakai Seh

For and on behalf of the Contractor