



# SERVICE CONTRACT FOR THE PROVISION OF LIFE INSURANCE COVERAGE BETWEEN MUTUAL BENEFITS ASSURANCE AND LIBERIA REVENUE AUTORITY

# REPUBLIC OF LIBERIA ) MONTSERRADO COUNTY)

## FRAMEWORK CONTRACT FOR PROCUREMENT OF MUTUAL BENEFIT ASSURANCE

This Framework Contract made this 1<sup>st</sup> day of October 2020 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 Mutual Benefit Assurance located on 17<sup>th</sup> street sinkor, Monrovia Liberia, represented by its General Administrator, Kehinde Efevoghor (hereinafter called the "Insurer") of the other part, each of which is called "Party" or collectively called the "Parties."

WHEREAS, the Insurer has been accepted by the Insured for the provision of services for the Supply of Life Insurance Services as enshrined within the quotation document.

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

# ARTICLE 1. PERFORMANCE STANDARD

The Insurer shall provide the Liberia Revenue Authority personnel Mutual Benefit Assurance as requested in accordance with the Detailed Technical Specifications as indicated with in the Matual Element Assurance quotation.

The Insurer must provide effective Supply of Life Insurance services to LRA employees.

## ARTICLE 2. TERM

2.1 The effective date the Insurer shall commence the performance of services under this Contract is 1<sup>st</sup> October 2020 up to and including 30<sup>th</sup> June, 2021 or any other period as may be subsequently agreed to by the Parties in writing.

# ARTICLE 3. PREMIUM PAYMENT & SERVICES

Price Schedule (Em	Qty	Unit			Premium	Comment
Medical Insurance Employee, (Spouse with 2	4	Employee, (including Sp	3 ouse)	Dependent	Covered	Covered
Dependents) Inpatient Service-Daily Room & Board Operating Services		Employee, (including Sp	3 ouse)	Dependent		Covered
Out Patient Services	4	Employee, (Including Sp	3 oouse)	Dependent	Covered	Covered

Special Services – aboratory, X- ray, Doctor's consultation, prescription drugs, maternity, other services	4	Employee, 3 (including Spouse)	Dependent	Covered	Covered
outine Medical xamination and check up	4	Employee, 3 (Including Spouse)	Dependent	Covered	Covered
urgical Procedures/Doctor	4	Employee, 3 (Including Spouse)	Dependent	Covered	Covered
ssistant surgeon's	4	Employee, 3 (Including Spouse)	Dependent	Covered	Covered
bola Survival Case &	4	Employee, 3 (Including Spouse)	Dependent		Covered
Dental Services Fees & Special consultancy fees	4	Employee, 3 (Including Spouse)	Dependent	Covered	Covered
Eyes Services Fees & Greatment (Limiting to 1 lens per patient every 1 policy year maximum)	4	Employee, 3 (Including Spouse)	Dependent	Covered	Covered
Fraditional treatment by herbalist subject to fracture only	4	Employee, 3 (Including Spouse)	Dependent	Covered	Covered

TOTAL MONTHLY PREMIUM FOR ALL FOR ALL DESCRITION PER FAMILY USD\$18.25

LIBERIA REVENUE AUTHORITY

	Staff Group Medical Insurance Price Schedule & Summary									
	S/NO	Description	Country	Number of	Spouse & Dependents	Monthly Unit Price	Annual Grand Total Price Per Staff			
-	1	Medical Group		953	2,700	USD\$18.25	USD\$219.00			

The monthly premium payment shall be made to the Insurer by the LRA in the amount stated and in keeping with rate presented above:

a) Mutual Life Insurance premium Coverage for the 953 (Nine Hundred and Fifty-Three) LRA's employees total cost per annual is US\$208,707.00 (Two Hundred and Eight Thousand Seven Hundred and Seven United States Dollars).

#### 3.2 Taxation:

Every payment to be made under this Contract shall be subject to taxation pursuant to the requirements set forth in the Liberia Revenue Code of 2000 as Amended. 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 Payment Conditions

Each payment 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 10<sup>th</sup> day of the following month upon submission of invoice(s) for Insurance Services rendered.

#### ARTICLE 4. OVERSIGHT AUTHORITY

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

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

#### ARTICLE 6. ASSIGNMENT

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

The Contract shall be governed by the laws of Liberia.

#### ARTICLE 8. 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.

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

- q.1 The failure or refusal by the Insurer to timely perform any obligation under this Contract.
- 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.

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# 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.
- The failure or refusal of the Insured to pay amount owed hereunder to the Insurer after thirty (30) days or reasonable period following written notices from the Insurer for the amount due.

#### ARTICLE 11. FORCE MAJEURE

In the case of 'Force Majeure' neither party shall be in default on account of nonperformance nor shall either party 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.

#### ARTICLE 12. SAVINGS OR SEVERABILITY CLAUSE

2.1 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

- 3.1 The Insured may terminate this Contract with at least ten (10) working days prior 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 further period as the Insured may have subsequently approved in writing;
  - b) If the Insured becomes bankrupt or insolvent, but not arising from activities out of the
  - 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 LRA 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.

4.1 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-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.

## 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 WITNESSWHEREOF, 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 Insured

Kehinde Efevoghor

For and on behalf of the Insurer