



**SERVICE CONTRACT
BETWEEN
MORAKIE PRINTS
AND
LIBERIA REVENUE AUTHORITY
OF
REFURBISHMENT, REDESIGN AND ERECTING OF
BILLBOARDS**

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**REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)**

**CONTRACT FOR REFURBISHMENT, REDESIGN AND ERECTING OF
BILLBOARDS**

This Contract for the refurbishment, redesign and erect of existing Billboards, is made and entered into this 1st day of September A. D. 2020, by and between the Liberia Revenue Authority (LRA) situated at its Headquarters, situated at ELWA Junction, Paynesville City represented by its Deputy Commissioner General for Administrative Affairs, **Mr. Aaron B. Kollie** (here-in-after known and referred to as the Purchaser'') and, Morakie Prints, situated at Lynch Street, Monrovia, represented by its General Manager, **Clarence Remmie** (here-in-after known and referred to as the 'Service Provider'') both, are collectively referred to as parties.

RECITAL

WHEREAS, the Service Provider is a registered business under the law of Liberia for the purpose of refurbishing, redesigning and erecting of billboards.

WHEREAS, the Client is desirous of hiring a professional company to erect, refurbish, redesign and erect its billboards within Liberia;

WHEREAS, the Client published a bid in keeping with the Public Procurement Act through the Sole Source Biding method;

NOW THEREFORE, is hereby agree as follows:

1. DUTIES OF THE SERVICE PROVIDER

The Service Provider shall erect, refurbish and redesign of LRA billboards within Liberia.

2. TERM

The effective date the Service Provider shall commence the performance of Services under this contract is 1st September, 2020 up to 30th June, 2021 or any other period as may be subsequently agreed to by the parties in writing.

3. PAYMENT

a. Ceiling

For and in consideration of the Service to be rendered by the Seller under this Contract, the Buyer shall pay to the Seller, and the Seller shall accept from the Buyer, the gross amount of **US\$24,500.00 (Twenty-Four Thousand Five Hundred United States Dollars)** for the duration of this contract. This amount is inclusive of the Seller's costs, profits as well as any tax obligations.

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 following the submission of invoice and supporting documents approved by the designated oversight authority. Payment shall be made by check or direct deposit to the CONTRACTOR for services rendered.

b. Taxation

The LRA is under obligation to withhold up to 4% tax on payments pursuant to Section 905(n) of the Liberia Revenue Code of 2000 as Amended (Code); therefore, the LRA shall withhold 2% on every payment and remit same to the General Revenue Account.

c. CONTRACT ADMINISTRATION

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

d. CONFIDENTIALITY

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

e. THE FOLLOWING ACTS SHALL CONSTITUTE EVENTS OF DEFAULT ON THE PART OF THE SERVICE PROVIDER:

- i. The failure or refusal by the Service Provider to timely perform any obligation under this Contract.
- ii. The failure or refusal of the Service Provider to respond adequately hereunder to the Buyer after five days or reasonable period following written notices from the Buyer.

f. THE FOLLOWING ACTS SHALL CONSTITUTE EVENTS OF DEFAULT ON THE PART OF THE BUYER:

- i. The failure or refusal by the Buyer to timely perform any obligation under this Contract.
- ii. The failure or refusal of the Buyer to pay amount owed hereunder to the Service Provider after thirty days or reasonable period following written notices from the Service Provider for the amount due.

g. FORCE MAJEURE

In the case of "Force Majeure" neither party shall be in default on account of , and neither party shall assume liability for any performance or responsibility for, 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.

h. 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.

i. GOVERNING LAW.

This Contract shall be construed and enforced according to the laws of the Liberia.

j. ASSIGNMENT

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

k. 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 law of the Republic of Liberia.

l. TERMINATION

The Buyer may terminate this Contract with at least ten (10) working days prior written notice to the Service Provider after the occurrence of any of the events specified in paragraphs (i) through (v) of this Clause:

- i. If the Service 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 Buyer may have subsequently approved in writing;
- ii. If the Service Provider becomes bankrupt or insolvent, but not arising from activities out of the Contract;
- iii. If the Service Provider, in the judgment of the Buyer, 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;
- iv. If the Service Provider is adjudged guilty of any criminal offense or Liable in a civil matter; and

v. If the Buyer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

m. ENTIRETY OF CONTRACT AND AMENDMENT.

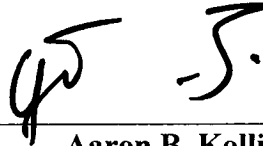
The terms and conditions set forth herein constitute the entire understanding between the parties and supersede any communications or previous discussions with respect to the subject matter of this Contract. There are no written or oral understandings directly or indirectly related to this Contract that 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"



Clarence Rennie
Morakie Prints
For and on behalf of the "SERVICE PROVIDER"
Productivity is our Hallmark

