



THE REPUBLIC OF SOUTH SUDAN
NATIONAL REVENUE AUTHORITY
Directorate of the Legal Administration
Legal Advisor's Office
Juba



**Subject: CONTRACT FOR THE PROVISION OF INSURANCE SERVICES FOR
MOTOR VEHICLES
BETWEEN
THE GOVERNMENT OF SOUTH SUDAN (NATIONAL REVENUE
AUTHORITY)
AND
INSTANT INSURANCE LTD**

This contract is made this 17th day of July, 2023 A.D by and between the Government of South Sudan (National Revenue Authority) hereinafter referred to as the "Client" for the purpose of this contract on the one part, represented by **Dr. Daniel Kon Ater Ph.D**, the Acting Commissioner for Corporate Services who is duly authorized vide the authorization letter dated 14th February, 2022 to sign this contract on behalf of NRA

And

Instant Insurance Ltd

A corporation incorporated pursuant to the laws of South Sudan, vide registration certificate No. 32,057 dated 3rd Jun. 2019 renewed on 3rd Jun. 2023 with its address: Juba, South Sudan represented by Company Director, **Mr. Paul Majur Makur** vide the Power of Attorney hereinafter referred to as the "Service Provider/Insurer" for the purpose of this contract on the other part.

WHEREAS the Client has requested the Insurance Service Provider to provide the insurance services for the motor vehicles of NRA hereinafter referred to as "Services".
And

WHEREAS the Insurance Service Provider has accepted and represented to the Client that it have professional skills, personals and technical resources to provide the insurance services for the motor vehicles.

NOW, THEREFORE, the two parties have hereto agreed to the terms and conditions Set forth in this contract as follows:

1. Contractual Document

- The contract agreement
- Date of request for drafting of this contract dated 16th June, 2023



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- c) Contractor's registration certificate no. 32057 dated 3rd Jun. 2019 renewed on 3rd Jun. 2023
- d) Memorandum and Articles of Association of Instant Insurance Ltd
- e) Power of Attorney
- f) The Bill of Quantity is attached
- g) Tax Identification Certificate No. 101146561
- h) Tax Clearance Certificate No. 00058999 dated 22nd June, 2023
- i) Operation Licence dated 29th March, 2023
- j) Membership Certificate of Commerce, Industry and Agriculture numbered 040991 dated 2nd June, 2023 up to 2nd June, 2024
- k) Contract award notice dated 23rd June, 2023
- l) Bidding Evaluation Report
- m) Bank Statement dated 09/05/2023

2. INTERPRETATION OF THE DOCUMENTS

The documents mentioned herein under Article (1) above shall be construed, interpreted and considered as integral part and partial to this contract.

3. VALUE OF THIS CONTRACT AND MODE OF PAYMENT

- a) The two parties have agreed that the value of the contract to be paid yearly to the Insurance Service Provider shall be 133,998 USD (only one hundred thirty three thousand nine hundred ninety eight United States Dollars)
- b) The two parties have also agreed that the total number of vehicles to be insured shall be 55 vehicles.

4. PERIOD OF THIS CONTRACT

The two parties to this contract have agreed that the period for the contract shall be one year (12 months) commencing on 17th July, 2023 up to 17th June, 2024 and renewal shall be agreed upon by the two parties subject to satisfactory performance.

5. OBLIGATIONS OF THE CLIENT

- a) The Client undertakes to pay the Insurance Service Provider the total cost of services delivered in accordance with Article (3) (a) of this contract.

6. OBLIGATIONS OF THE CONTRACTOR

- a) The Contractor undertakes to deliver the insurance services or cover all the 55 vehicles to the Client in accordance with the quotation standard of services herein attached to this contract.

7. FORCE MAJEURE

If performance by the parties to this contract is made impossible by a force majeure, every performance by that party for a period equal to the period of the presentation shall be excused.

8. COMPENSATION AND TERMINATION OF TERMS OF CONTRACT

Every breach of this contract by one of the parties gives the injured party the right to claim damages for the losses suffered as a result of such breach.

9. GOVERNING LAWS



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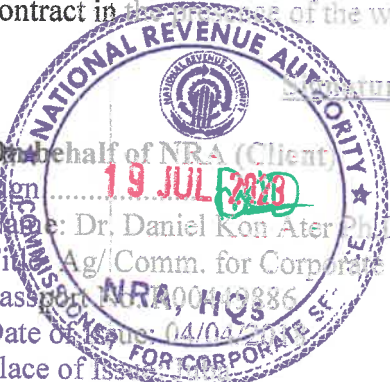
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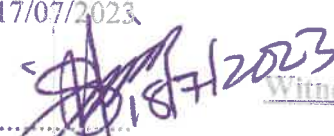
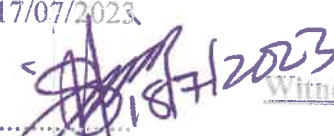
This contract agreement shall be governed by and construed in accordance with laws of the Republic of South Sudan.

10. DISPUTES RESOLUTION

- All disputes arising out of or in connection to this contractual service shall first be resolve amicably by the parties.
- Failure to reach an amicable solution, then the dispute shall be referred to an arbitration by the Ministry of Justice, Government of South Sudan
- Each party shall appoint his/her arbitrator and the umpire shall be appointed by the agreement of the two arbitrators:
- In case the arbitrators fail to appoint an umpire then he or she shall be appointed by the Minister of Justice, Government of South Sudan,
- The decision of the arbitration shall be final and binding on the parties;
- The city of Juba shall be the venue;
- The fees of the Arbitrators shall be equally shared by the parties.

In witness hereof the parties to this contract have hereunto affixed their respective signatures of their duly authorized representatives as an indication of acceptance of this contract in the presence of the witnesses hereunder:


On behalf of NRA (Client)
Sign: 
Name: Dr. Daniel Kon Ater Ph.D
Title: Ag/Comm. for Corporate Service
Passport No: 000442886
Date of Issue: 04/04/2022
Place of Issue: Juba
Date: 17/07/2023


Sign: 
Name: Mr. William Makur Panyon Akech
Title: D/ Comm. for Procurement & Logistics
NC No. 000067610
Date of Issue: 19/06/2012
Place of Issue: Juba
Date: 17/07/2023

On behalf of the Contractor
Sign: 
Name: Mr. Paul Major Makur
Title: Director
NC No. 001075795
Date of Issue: 08/12/2022
Place of Issue: Juba
Date: 17/07/2023


Sign: 
Name: Mr. Akim Stephen James Tomin
Title: Manager
NC No. 000766799
Date of Issue: 16/10/2016
Place of Issue: Juba
Date: 17/07/2023



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