



**CONTRACT FOR LAPTOP COMPUTERS
BETWEEN
UNITED OFFICE SUPPLIES & EQUIPMENT
AND
LIBERIA REVENUE AUTHORITY**

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

**CONTRACT FOR THE SUPPLY OF
LAPTOP COMPUTERS FOR THE LRA
IFB No. LRA/NCB/010/020-021**

THIS Framework Agreement made the 7st day of December 2020 between the Liberia Revenue Authority (LRA) located at ELWA Junction of the city of Paynesville, Republic of Liberia, represented by its Deputy commissioner General Administrative Affairs, **Mr. Aaron B. Kollie** (hereinafter called the “**Purchaser**”) of the one part and United Office Supplies & Equipment located on Benson Street, Opposite the Mosque of the city of Monrovia, Republic of Liberia, represented by its Chief Executive Officer, **Mr. Laves Kewalramani** (hereinafter called the “**Supplier**”) of the other part, each of which is called “**Party**” or collectively called the “**Parties**”.

WHEREAS, the Liberia Revenue Authority invited Tenders for the Supply of Laptop Computers and has accepted a Bid by the United Supplies & Equipment for Stationery Supplies, for the sum as per table indicated in the **quotation document** per description, per unit price (hereinafter called “the Unit Contract Price”).

WHEREAS, this Agreement is for the potential purchase of Supply of Laptop Computers in accordance with the Schedule of Delivery and Technical Specification Sections of the bidding document sold to bidders.

WHEREAS, the LRA wishes to procure the Supply of Laptop Computers in accordance with the unit price quoted in the **quotation document** herein for the supply and delivery of Laptop Computers.

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth herein, the Parties agree as follows:

Words and expressions used in this Agreement shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to herein.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

ARTICLE 1. SUPPLY

1.1 The United Office Supplies & Equipment agrees to supply or provide Laptop Computers to the LRA and the LRA will draw down based on request as and when required. In such case, the United Office Supplies & Equipment will ensure that such items are delivered on time. After a maximum of two (2) weeks of the next month for each month of the agreement, the LRA will advise the United Office Supplies & Equipment of their requirement for further stocks and their intention to renew this agreement. Should the agreement not be renewed the Seller shall have the right to dispose of any remaining Supply of Laptop Computers.

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- 1.2 **Reserve stock:** The United Office Supplies & Equipment agrees to stock sufficient quantity of the supply of Laptop Computers required and will be prepared to deliver in accordance with the delivery time specified in the confirmed purchase order for the LRA, if need arises for more supplies of computers.

ARTICLE 2. TERM

- 2.1 The Term of this Agreement shall be from **December 7, 2020 to June 30, 2021**. During this period, the LRA has agreed to purchase Laptop Computers from the United Office Supplies & Equipment when required and the United Office Supplies & Equipment has agreed to supply or provide Laptop Computers when requested by the LRA.

ARTICLE 3. PRICE

- 3.1 Throughout the term of this agreement the unit price of the supply of Laptop Computers be fixed according to the **bid document of Lot 1 table**, immediately place as appendix to the Contract with reference to the amount as per the Stationary Supplies. For and in consideration of the Stationary supplies to be supplied by the Supplier under this Contract, the Purchaser shall pay to the Supplier, and the Supplier shall accept from the Purchaser, the amount **agreed upon** for the Supply of Laptop Computers.

3.2

No.	SUBJECT OF PROCUREMENT	SUCCESSFUL BIDDER	QUANTITY	UNIT PRICE	EVALUATION BID PRICE
1	Supply of Laptop	United Office Supplies	25 pieces	US\$1,499.00	US\$37,475.00

Please find attached evaluation report for PC Approval.

- 3.3 **Variation:** The above price shall not be re-negotiated if there is a substantial change (**positive or negative**) in the unit price of the supply of Laptop Computers throughout the agreement.

ARTICLE 4. PURCHASE OF GOODS

- 4.1 The LRA shall purchase Supply of Laptop Computers when required. It shall be the responsibility of the LRA to issue Purchase Orders accordingly. Such orders shall be in accordance with the terms of this Agreement and shall identify the quantity of Supply of Laptop Computers required, specifications and delivery schedule.

- 5.4 **Taxation:** There is an obligation to withhold up to 2% tax on payments pursuant to Section 905(n) of the Liberia Revenue Code of 2000 as Amended (Code); therefore, the Purchaser shall withhold 2% on every payment and remit same to the General Revenue Account.

ARTICLE 7. EXCLUSIVITY

7.1 In cases of extreme urgency or need for larger quantities than available with the United Office Supplied & Equipment, the LRA reserves the right, **after consultation with the United Office Supplies & Equipment**, to procure Laptop Computers from secondary sources.

ARTICLE 8. BREACH

8.1 If the Seller breaches any term or condition of this Agreement, or the conditions set out in any given purchase order, including but not limited to quality of the goods, price and delivery requirements, the Buyer shall be entitled to immediately purchase goods from any other source, in addition to any other remedy available in law or equity.

8.2 If the Purchaser fails to adhered to payment terms under this contract or violation of other terms of this contract.

8.3 If a party breaches this agreement, the affected party shall inform the breaching party of the breach thru a written notice within 10 days after the breach or date the breach discovered, and breaching party shall be required to cure the defect within 10 days after receipt of the notice of breach.

8.4 If the breaching party fails to cure defect within ten (10) days after the notice of breach, the affected party may terminate this contract stating the reasons or grounds for termination.

ARTICLE 9. CONTRACT ADMINISTRATION

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

ARTICLE 10. GENERAL TERMS AND CONDITIONS

1. TERMINATION

The LRA may terminate this Contract with at least ten (10) working days prior written notice to the SUPPLIER after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- a. If the SUPPLIER 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 Parties may have subsequently approved in writing;
- b. If the SUPPLIER becomes bankrupt or insolvent, but not arising from activities out of this contract;
- c. If the SUPPLIER, is found by a court of competent jurisdiction to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for or in performing the Contract;

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d. If the LRA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; or

10.1 Applicable Laws & Arbitration: This agreement and any subsequent purchase contract(s) shall be governed by the laws of the Republic of Liberia.

10.2 Disputes: In the event that a dispute cannot be resolved through negotiations, the parties to this agreement and any subsequent purchase contracts(s) agree to be bound by the arbitration procedures of the Supreme Court of Liberia.

10.3 Service Measurements & Performance: The United Office Supplied & Equipment is required to demonstrate their performance. Failure to meet the targets contained herein will be deemed to be a failure in servicing the agreement. The professional and timely provision of the items purchased is of paramount importance to the LRA and if the United Office Supplied & Equipment subsequently fails to meet these expectations the LRA reserves the right to find a suitable alternative supplier/contractor/service provider.

10.4 Confidentiality

All information obtained during the course of this Contract is confidential in keeping with the Liberia Revenue Code of 2000 as Amended, or other laws of Liberia. The supplier shall not, without the purchaser's prior written consent, disclose any information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of this contract. Disclosure to any such employed person shall be made in confidence. The Purchaser shall keep supplier information under this contract confidential.

ARTICLE 10. FORCE MAJEURE

In the case of "Force Majeure" neither party shall be in default on account of nor neither party shall 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 11. 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.

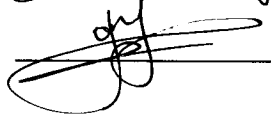
ARTICLE 12. BINDING CLAUSE

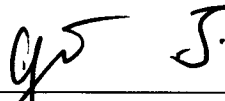
This Contract shall be binding upon and inure to the benefit of the parties, successors and assigns of the parties hereto as may be permitted. Any assignment made contrary to this Contract shall be void and unenforceable.

This agreement comes into force with signature and stamps of all parties.

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

IN THE PRESENCE OF:

Diarami Bgaj




Mr. Aaron B. Kollie

For and on behalf of the "PURCHASER"


Mr. Lavesb Kewlramani
For and on behalf of the "SUPPLIER"