

FRAMEWORK CONTRACT FOR THE PURCHASE OF ORANGE SCRATCH CARDS

THIS FRAMEWORK CONTRACT, made and entered into on this 14th Day of September, A.D. 2020, by and between the General Auditing Commission (GAC), The Independent Supreme Audit Institution of the Government of the Republic of Liberia with its principal Office on Ashmun Street, Old Executive Mansion Building, Monrovia, Liberia, represented by and thru its Deputy Auditor General for Administration Hon. Foday G. Klazolu, hereinafter called ("The Purchaser") and ORANGE Liberia, a business entity operating under the laws of the Republic of Liberia and having its principal place of business at Capitol Bye Pass Republic of Liberia, represented by and thru its General Manager, Mr. Mamadou Coulibaly hereinafter called ("The Supplier"); hereby:

WITNESSETH:

Whereas, "The Purchaser" conducted a Single Source bid proceeding for Orange Liberia scratch cards in which the Supplier's proposal was evaluated and met all qualification requirements; and the Procurement Committee having endorsed the recommendation from the evaluation panel for Orange Liberia to supply said scratch cards for the fiscal year July 1, 2020 - June 30, 2021;

NOW THEREFORE "THE PURCHASER" AND "THE SUPPLIER" HAVE AGREED AS FOLLOWS:

TERMS AND CONDITIONS

1. The framework agreement is based on pre-agreed unit prices for the supply, and delivery of Orange recharge vouchers (hereinafter called "the Unit Prices").
2. It is expected that up to about One Hundred and Forty-Seven Thousand Five Hundred and Twenty United States dollars (USD 147,520.00) worth of recharge vouchers will be procured within the contract period. These are goods that will be required from time to time by the GAC.
3. As and when these items are supplied to the Purchaser, the Supplier will present for payment, invoices and delivery notes evidencing effected supply and delivery to the General Auditing Commission for payment. Payment will be made at the end of each month in USD/LD until the FY 2020/2021 national budget is passed after which a contract will be signed for the entire fiscal year.
4. That the parties also have agreed that the Purchaser shall deduct applicable Government of Liberia withholding tax from the Contract Price on each payment and pay same on behalf of the Supplier to the Government of Liberia. The Purchaser shall return payment (flag) receipt to the Supplier within 30 days after payments.

As specific procurement is made throughout the term of the agreement, as follows:

1. That in this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to below.
2. That the following documents shall be read and construed as an integral part of this Contract:
 - Schedule(s) of requirements
 - Service Provider's original quotation
 - Technical Specifications
 - General and Special Conditions of Contract
3. This contract shall prevail over all oral discussions and in the event of any discrepancy or inconsistency with this Contract, the documents shall prevail in the order listed above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in accordance with the Laws of Liberia on the day, month and year indicated

For and on behalf of "The Purchaser:

Signed:

Today G. Kiazolu, FC:

In the capacity of DEPUTY AUDITOR GENERAL For ADMINISTRATION/GA

In the presence of:

John L. Greaves, II

Director of Administration

Cooper Magbollah

Financial Comptroller

Musa C. Klamara

Procurement Manager

For and on behalf of "The Supplier":

D. D. K. V. - Subin. Deland