REPUBLIC OF LIBERIA GENERAL AUDITING COMMISSION MONTSERRADO COUNTY

FRAMEWORK CONTRACT FOR THE SUPPLY OF STATIONERY (LOT 1: STATIONERY and LOT 2: CARTRIDGES)

THIS CONTRACT, made and entered into on this 1st Day of March, A.D 2022, 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 at Old Executive Mansion Building, Ashmun Street, Monrovia, Liberia, represented by and thru its Deputy Auditor General for Administration, Hon. Foday G. Kiazolu, hereinafter called ("The Purchaser") and, Metro Tech a business entity operating under the laws of the Republic of Liberia and having its principal place of business on Clay Street (between Benson & Carey Streets), Monrovia, Republic of Liberia, represented by and thru its General Manager, Augustine Paul Rogers hereinafter called ("The Supplier"); hereby:-

WITNESSETH

WHEREAS, 'The Purchaser' conducted a National Competitive bid proceeding for the supply of Stationery (Lot 1 & Lot 2) in which the Supplier's bid was reviewed and met all qualification requirements, and accepted as the most responsive bid for Metro Tech to supply Stationery Materials to the Purchaser for the fiscal year January 1, 2022 – December 31, 2022. Whereas, the Purchaser's Store Room will assess all goods supplied by the Supplier to confirm genuineness and originality of the goods before payment is made.

WHEREAS, the aforementioned contract is based on **pre-agreed unit prices** for the supply and delivery of stationery and cartridges, and the sum total of unit prices for both lots is US\$5,788.58 (Five Thousand Seven Hundred Eighty-Eight United States Dollars and Fifty-Eight Cents);

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

- 1. The framework agreement is based on **pre-agreed unit prices** for the supply and delivery of stationary materials and cartridges (hereinafter called "the Unit Prices".);
- 2. It is expected that up to about US\$30,000.00 (ThirtyThousand United States Dollars) worth of stationery materials and cartridges will be procured within the contract period, and these goods will be required from time to time under the contract.
- 3. That the duration of the contract shall not extend beyond the 31st of December 2022 and the unit price shall remain constant during the period of implementation.
- 4. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the contract:
 - This Framework Agreement
 - General Conditions of Contract
 - Special Conditions of Contract
 - > Schedule(s) of Requirements
 - > Technical Specification
 - > The Supplier's submitted bid
 - > Documents evidencing delivery of goods
- 5. The contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the contract documents, the documents shall prevail in order listed above.

- 6. That in consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 7 That the Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract.
- 8. 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 payment.
- 9. During contract implementation for Lot 2 Cartridges, all cartridges and toners delivered by the Supplier to the GAC Store Room will be verified by The Purchaser's IT Unit to confirm originality from either HP, Canon or the relevant manufacturer. Only original cartridges and toners that pass these verification tests will be accepted. All non-original cartridges and toners will be rejected and returned to Supplier for replacement with the specified/required original products.
- 10. That this **CONTRACT** shall be binding on the parties hereto and extend to their assigns, successors in business and legal representatives as if they were specifically named herein.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and affixed their signatures, the day and year first above written.

On behalf of the Purchaser

Signed:

Foday G. Kiazola, FCCA, CPA(LIB)

In the capacity of Deputy Auditor General for

Administration/GAC

IN THE PRESENCE OF:

Signed:

John L. Craves, II, CMA, MBA

Director of Administration

Cooper Magbollah

Financial Comptroller

Musa e. Kamara

Manager / Procurement Unit

On behalf of the Supplier

Signed:

Augustine Paul Rogers

General Manager- METRO TECH

IN THE PRESENCE OF:

Christopher Yanforh

Supervisor