



**FRAME WORK CONTRACT FOR COMPUTER
CARTRIDGES & ACCESSORIES
BETWEEN
MATTAR TRADING COMPANY
AND
LIBERIA REVENUE AUTHORITY**

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

**FRAMEWORK CONTRACT
FOR SUPPLY OF COMPUTER CARTRIDGES & ACCESSORIES FOR THE LRA**

THIS Framework Agreement made the 1st day of September 2021 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 Mattar Trading Company located on Centre Street of the city of Monrovia, Republic of Liberia, represented by its Chief Executive Officer, **Mr. Abraham Mattar** (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 Tender for the Supply of Computer Cartridges & Accessories and has accepted a Bid by the Mattar Trading Company for Computer Cartridges, for the sum as per table indicated in the **Proforma Invoice/ Price Listing** per description, per unit price (hereinafter called "the Unit Contract Price") through a Sole Source Method.

WHEREAS, this Agreement is for the potential purchase of Supply of Computer Cartridges & Accessories 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 Computer Cartridges & Accessories in accordance with the unit price quoted in the **Proforma Invoice/Price Listing** herein for the supply and delivery of Computer Cartridges & Accessories.

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.:

- a) The Tender Form and the Price Schedule submitted by the Bidder;
- b) The Schedule of Requirements;
- c) The Technical Specifications;
- d) The General Conditions of Contract;
- e) The Special Conditions of Contract;

f) The Purchaser's Notification of Award; and

g) Contract Data Sheet.

ARTICLE 1. SUPPLY

1.1 The Mattar Trading Company agrees to supply or provide Computer Cartridges & Accessories to the LRA and the LRA will draw down based on request as and when required. In such case, the Mattar Trading Company 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 Mattar Trading Company 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 Computer Cartridges & Accessories.

1.2 **Reserve stock:** The Mattar Trading Company agrees to stock sufficient quantity of the supply of Computer Cartridges & Accessories required and will be prepared to deliver in accordance with the delivery time specified in the confirmed purchase order from the LRA for the month.

ARTICLE 2. TERM

2.1 The Term of this Agreement shall be from **September 1, 2021 to December 30, 2021**. During this period, the LRA has agreed to purchase of Computer Cartridges from the Mattar Trading Company when required and the Mattar Trading Company has agreed to supply or provide Computer Cartridges & Accessories when requested by the LRA.

ARTICLE 3. PRICE

3.1 Throughout the term of this agreement the unit price of the supply of Computer Cartridges & Accessories be fixed according to the **Proforma Invoice/Price Listing**, immediately place as appendix to the Contract with reference to the amount as per the Computer Cartridges. For and in consideration of the Computer Cartridges 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 and Computer Cartridges & Accessories.

Please find attached appendix report to contract.

3.2 **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 Computer Cartridges & Accessories throughout the agreement.

ARTICLE 4. PURCHASE OF GOODS

4.1 The LRA shall purchase Supply of Computer Cartridges & Accessories 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 Computer Cartridges & Accessories required, specifications and delivery schedule.

ARTICLE 5. CONDITIONS OF PURCHASE

5.1 OBJECT OF DELIVERY:

- Computer Cartridges;
- Specifications/quantity.

5.2 **Delivery date:** To be defined at each Purchase Order.

5.3 **Payment terms:** The payment term of the contract shall be the payment schedule outlined under **clause 16 (Payment)** of the **Quotation Document** mentioned herein above used for the procurement of the related **Computer Cartridges**.

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 Mattar Trading Company, the LRA reserves the right, after consultation with the Mattar Trading Company, to procure of Computer Cartridges 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 adhere 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

10.1 **Termination:** Should Mattar Trading Company or the LRA wish to terminate this agreement, it shall be done in accordance with **Clause 24 (Termination of Default)** of the **GCC** of the **Bidding Document** mentioned herein above used for the procurement of Supply of Computer Cartridges & Accessories.

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

10.3 **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.

10.4 **Service Measurements & Performance:** The Mattar Trading Company 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 Mattar Trading Company subsequently fails to meet these expectations the LRA reserves the right to find a suitable alternative supplier/contractor/service provider.

10.5 **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.

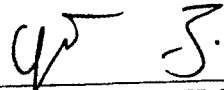
ARTICLE 12. BINDING CLAUSE

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:


Mr. Aaron B. Kollie

For and on behalf of the "PURCHASER"


Mr. Abraham Mattar

For and on behalf of the "SUPPLIER"