



FRAMEWORK CONTRACT
BETWEEN
AFCOMSAT LIBERIA LIMITED
AND
LIBERIA REVENUE AUTHORITY

**REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)**

**CONTRACT FOR PROCUREMENT OF PRINTING AND THE SUPPLY OF REVENUE
RECEIPTS**

This Contract of printing and the Supply of Revenue Receipt is made and entered into this 1st day of August A. D. 2021, by and between the Liberia Revenue Authority (LRA) situated at its Headquarters, situated at ELWA Junction, Paynesville City represented by its Deputy Commissioner General for Administrative Affairs, **Mr. Aaron B. Kollie** (here-in-after known and referred to as the Purchaser”) and, AFCOMSAT Liberia LTD, situated in 3rd Street Sinkor, represented by its General Manager, **Mr. Joseph Crayton** (here-in-after known and referred to as the “Supplier”) both, are collectively referred to as parties.

RECITAL

WHEREAS, the supplier is a registered business under the law of Liberia engage in the printing and supply of Revenue Receipt.

WHEREAS, the Buyer desires to purchase the printing and supply of Revenue Receipt for use by the LRA;

WHEREAS, the buyer requested to use Afcomsat Liberia Ltd through sole source for the supply of Revenue Receipt;

NOW THEREFORE, the Buyer and Seller have agreed to perform their respective duties pursuant to terms and conditions stated herein:

1. SERVICE

- a. The Seller shall print and supply Revenue Receipt for the Liberia Revenue Authority.
- b. The Seller must provide and supply Revenue Receipt on an effective and timely basis.

2. TERM

The effective date the Seller shall commence the performance of services under this contract is 1st August 2021 up to 31st December, 2021 or any other period as may be subsequently agreed to by the parties in writing.

3. PAYMENT

- a. Payment shall be made in United States Dollars or its Liberian Dollar equivalent at the prevailing exchange rate at which the Ministry of Finance & Development Planning makes the quarterly budgetary disbursement to the LRA during the quarter in which payment is to be made. Payment shall be made not later than the 10th day of the month following submission of invoice and supporting documents approved by the designated oversight authority. Payment shall be made by check or direct deposit to the SUPPLIER for goods delivered.

4. Taxation

- b. The LRA is under obligation to withhold up to 4% tax on payments pursuant to Section 905(n) of the Liberia Revenue Code of 2000 as Amended (Code); therefore, the LRA shall withhold 2% on every payment and remit same to the General Revenue Account.

5. CONTRACT ADMINISTRATION

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

6. CONFIDENTIALITY

The Seller shall keep all information obtained during the course of this Contract confidential in keeping with the Liberia Revenue Code of 2000 as Amended.

7. THE FOLLOWING ACTS SHALL CONSTITUTE EVENTS OF DEFAULT ON THE PART OF THE SELLER:

- i. The failure or refusal by the Seller to timely perform any obligation under this Contract.
- ii. The failure or refusal of the Seller to respond adequately hereunder to the Buyer after five days or reasonable period following written notices from the Buyer.

8. THE FOLLOWING ACTS SHALL CONSTITUTE EVENTS OF DEFAULT ON THE PART OF THE BUYER:

- i. The failure or refusal by the Buyer to timely perform any obligation under this Contract.
- ii. The failure or refusal of the Buyer to pay amount owed hereunder to the Seller after thirty days or reasonable period following written notices from the Seller for the amount due.

9. FORCE MAJEURE

In the case of "Force Majeure" neither party shall be in default on account of, and neither party shall assume liability for any performance or responsibility for, 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.

10. 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.

11. GOVERNING LAW.

This Contract shall be construed and enforced according to the laws of the Liberia.

12. ASSIGNMENT

This Contract shall not be assigned by either party without the prior written consent of the other party.

13. DISPUTE RESOLUTION

Any dispute arising out of this contract which cannot be amicably settled between the parties shall be referred first to arbitration then to adjudication in accordance with law of the Republic of Liberia.

14. TERMINATION

The Buyer may terminate this Contract with at least ten (10) working days prior written notice to the Seller after the occurrence of any of the events specified in paragraphs (i) through (v) of this Clause:

- i. If the Seller 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 Buyer may have subsequently approved in writing;
- ii. If the Seller becomes bankrupt or insolvent, but not arising from activities out of the Contract;
- iii. If the Seller, in the judgment of the Buyer, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing LRA Policies or the laws of the Republic of Liberia) in competing for or in performing the Contract;
- iv. If the Seller is adjudged guilty of any criminal offense or Liable in a civil matter; and
- v. If the Buyer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

15. ENTIRETY OF CONTRACT AND AMENDMENT.

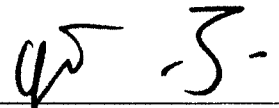
The terms and conditions set forth herein constitute the entire understanding between the parties and supersede any communications or previous discussions with respect to the subject matter of this Contract. There are no written or oral understandings directly or indirectly related to this Contract that are not set forth herein. No change can be made to this Contract other than in writing and signed by both parties.

15. BINDING CLAUSE

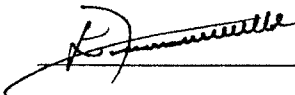
This Contract shall be binding upon and inure to the benefit of the parties, successors and assigns of the parties hereto as may be permitted. Any assignment made contrary to this Contract shall be void and unenforceable.

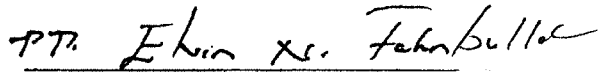
IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SIGNATURES ON THIS INSTRUMENT ON THE DAY AND DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:



Mr. Aaron B. Kollie
For and on behalf of the "PURCHASER"

 07/16/21



Mr. Joseph Crayton
For and on behalf of the "SUPPLIER"