



FRAMEWORK CONTRACT FOR SUPPLY OF

UNIFORMS & ACCESSORIES

BETWEEN

LIBERIA REVENUE AUTHORITY

AND

MATELCO INC.

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Republic of Liberia)
Montserrado County)

FRAMEWORK CONTRACT FOR SUPPLY OF UNIFORMS & ACCESSORIES

This Framework Contract for the Supply of Uniforms & Accessories Services is made and entered into this 1st day of September A. D. 2021, by and between Liberia Revenue Authority (LRA) situated at ELWA Junction, Paynesville, (here-in-after known and referred to as the "Buyer"), represented by its Deputy Commissioner General Administrative Affairs, Aaron B. Kollie and MATELCO INC, UN Drive Buzzy Quarter, Monrovia represented by its General Manager Mr. Bassem Osayli, (here-in-after known and referred to as the "Service Provider"), both collectively referred to as the "Parties".

RECITAL

WHEREAS, the Buyer desires to purchase Uniform & Accessories to facilitate LRA travels immediately upon signing of this contract;

WHEREAS, the Buyer selected a bid in accordance with the Public Procurement Act, through a Sole Source Method; and

WHEREAS, the Supplier will provide the LRA with Uniform & Accessories as enshrined within the proforma invoice document

NOW THEREFORE, the Supplier and Buyer have mutually agreed to perform pursuant to this contract with terms and conditions as herein stated:

1. TERM

The effective date the Contract commences on September 1, 2021, and continues up to and including 30th day of December A. D. 2021 or any other period as may be subsequently agreed to by the parties in writing.

2. SERVICES

- i. The Supplier has agreed to provide the LRA with Uniform & Accessories for its operational usage.
- ii. The Supplier shall perform this contract in accordance with the Detailed Technical Specifications as indicated in proforma invoice document.
- iii. The Supplier shall provide effective services to the LRA by providing Uniform & Accessories for the following as specified in the matrix of lot one attached.

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3. PAYMENT

i. Ceiling

a. Throughout the Term of this agreement the unit price of the various Uniform & Accessories supplied shall be based on the most recent and reasonable market price.

b. **Provision of services:** It shall be the responsibility of the LRA to issue Purchase Order (POs) accordingly. Such orders shall be in accordance with the terms of this Agreement and shall identify the quantity of Uniform & Accessories required to be ordered, specifications and delivery schedule.

c. **Payment terms:** The payment for goods supplied shall be made in United States Dollars or its Liberian Dollar equivalent at the Central bank of Liberia prevailing exchange rate no later than 10th day of the following month after submission of voice(s) approved by the designated authority; payment shall be made by check.

d. Throughout the term of this agreement the unit price of the supply of Uniforms and Accessories be fixed according to the **invoice Price**, immediately place as appendix to the Contract with reference to the amount as per the Uniforms and Accessories. For and in consideration of the Uniforms and Accessories 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 Uniforms and Accessories.

ii. Taxation

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

iii. Payment Conditions

Each payment shall be made in United States Dollar or its Liberian Dollar equivalent at the Central Bank of Liberia prevailing exchange rate not later than the 10th day of the following month after submission of invoice(s) and delivery note(s) approved by the designated authority; payment shall be made by check.

4. CONTRACT ADMINISTRATION

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

5. CONFIDENTIALITY

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

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6. THE FOLLOWING SHALL CONSTITUTE THE EVENTS OF DEFAULT ON THE PART OF THE SERVICE PROVIDER

- i. The failure or refusal by the Supplier to timely perform any obligation under this Contract; and
- ii. The failure or refusal of the Supplier to cure defects hereunder to within three days or responsible period following written notices from the buyer.

7. THE FOLLOWING SHALL CONSTITUTE THE 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 any amount owed hereunder to the Supplier within thirty (30) days following written notices from the Supplier for the amount due.

8. FORCE MAJEURE

In the case of "Force Majeure" neither party shall be in default on account of non-performance or 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.

9. SAVINGS OR SEVERABILITY CLAUSE

In the event that any of the terms or provisions of this agreement are declared invalid or unenforceable by any court of competent jurisdiction or any Liberian Government Ministry or Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall continue to remain in full force and effect.

10. GOVERNING LAW.

This Contract shall be governed by the laws of the Republic of Liberia.

11. ASSIGNMENT

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

12. 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 the laws of the Republic of Liberia.

13. TERMINATION

The Buyer may terminate this Contract with at least ten (10) working days prior written notice to the Supplier after the occurrence of or any of the events specified in this contract.

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- i. 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 Purchaser may have subsequently approved in writing;
- ii. If the Supplier becomes bankrupt or insolvent, but not arising from activities out of the contract (while acting in the capacity as Service Provider);
- iii. If the Supplier, 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 Supplier is adjudged guilty of any criminal offense or is found liable in a civil matter; and
- v. If the Supplier, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

14. ENTIRETY OF CONTRACT AND AMENDMENT.

The terms and conditions set forth herein constitute the entire Contract between the parties and supersede any communications or previous contract 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 HERETO,
HAVE AFFIXED THEIR SIGNATURES ON THE
DAY AND DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:

Signed by: _____

Aaron B. Kollie

For and on behalf of the "Buyer"

Signed by: _____

Bassem Osayli

For and on behalf of the "Service Provider"



[Handwritten mark]