



**CONTRACT FOR THE PROCUREMENT OF ENTERPRISE EDITION SUPPORT
LICENSE**

BETWEEN

LIBERIA REVENUE AUTHORITY

AND

NETWORK TECHNOLOGY LTD.

REPUBLIC OF LIBERIA)
MONTSEERRADO COUNTY)

CONTRACT FOR PROCUREMENT OF ENTERPRISE EDITION SUPPORT LICENSE

This Contract is made and entered into this 1st day of January A. D. 2021 by and between Liberia Revenue Authority (LRA) of the City of Paynesville, Republic of Liberia (here-in-after known and referred to as the "**LRA**"), represented by its Deputy Commissioner General Administrative Affairs, Mr. Aaron B. Kollie and **Network Technology Limited** of Neezoe Community, Paynesville City, Republic aforesaid, represented by its General Manager, Mr. Jonathan M. Galakpai, hereinafter referred to as "**Contractor**". Both **LRA** and **Contractor** are collectively referred to as "The Parties".

RECITAL

WHEREAS, the Contractor has agreed to provide VMware ESXI 7.0 Enterprise Edition Support License valid for 3 years.

WHEREAS, the LRA made a sole source request to the Public Procurement and Concession Commission (PPCC) for the purchase of VMware ESXI 7.0 Enterprise Edition Support License.

NOW THEREFORE, the LRA and Contractor have agreed to perform the contract pursuant to these "Terms and Conditions" as herein stated:

1. TERM

The effective date the Contractor shall commence the performance of duties under this Contract is 1st January 2021, and continues up to 30th June A. D. 2021. It is mutually agreed by the Parties that this Contract shall have two further guaranteed periods of yearly renewals under the terms agreed herein.

2. SERVICES

The Contractor shall:

- a. Provide VMware ESXI 7.0 Enterprise Edition Support License software to safeguard the LRA's servers and machines from viruses, spams, malwares, intrusions, etc.;
- b. Ensure that the LRA has full access to critical update(s) of the software or new versions of the software without any additional costs; and
- c. Absorb any and all increases in support costs imposed by the software manufacturer within the contract period

3. PAYMENT

a. Ceiling

- For and in consideration of the VMware ESXI 7.0 Enterprise Edition license software provided by the Contractor under this Contract for the period starting 1st January 2021 up to and including 30th June, 2021, the LRA shall

pay to the Contractor and the Contractor shall accept from the LRA the amount of US\$26,500.0 (Twenty Six Thousand Five Hundred United States Dollars).

b. Taxation

The Principal is under obligation to withhold 4% tax on payments by Government Agency pursuant to Section 905(n) of the revenue Code 2000 as Amended (Code); therefore the LRA shall withhold on every payment and remit same to the General Revenue Account, and submit to the Contractor the official revenue /tax receipt for their records.

c. Payment Conditions

Payment shall be made in United States Dollars only. 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.

4. CONTRACT ADMINISTRATION

The LRA designates the Deputy Commissioner General Administrative Affairs/LRA as the Contractor's Oversight Authority. The Oversight Authority shall be responsible for the coordination of activities under the Contract, providing guidance and for receiving and approving the deliverables by the Contractor.

5. CONFIDENTIALITY

The Contractor shall keep all information obtained during the course of this Contract confidential in keeping with the Section 54 of the Liberia Revenue Code of 2000 as Amended.

6. ASSIGNMENT

The Contractor shall not assign this Contract or Subcontract any portion of it without the Principal's prior written consent.

7. LAW GOVERNING CONTRACT

The Contract shall be governed by the laws of Liberia and the language of the Contract shall be English.

8. 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.

9. SAVINGS CLAUSE

If any part of this Agreement is, or shall become, or shall be declared illegal, invalid, unenforceable or void by court of competent jurisdiction for any reason (including the provisions of any legislation or decision of any competent authority) such part shall be severed from this Agreement and such contravention, illegality, invalidity or unenforceability shall not in any way whatsoever prejudice or affect the remaining parts of this Agreement which shall continue in full force and effect.

10. AMENDMENT AND TERMINATION

The Principal may terminate this Contract with at least ten (10) working days prior written notice to the Contractor after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- a. If the Contractor 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 Principal may have subsequently approved in writing;
- b. If the Contractor becomes disable or terminally ill, but not arising from activities out of the contract, (while acting in the capacity of an Contractor);
- c. If the Contractor, in the judgment of the Principal, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing LRA sanctions procedures or the laws of the Republic of Liberia) in competing for or in performing the Contract.
- d. If the Principal, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

11. 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.

12. BINDING CLAUSE

This Security Service Contract is binding on the Parties hereto, their successor's assigns, and personal representatives.

IN WITNESS HEREOF, THE PARTIES
HERETO, HAVE AFFIXED THEIR
SIGNATURES ON THE DAY AND DATE
FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:

Aurthur Byrnhill 

Signed by: Aaron B. Kohle
For and on behalf of the "Principal"

Signed by: Nathan M. Galakpai
For and on behalf of the Contractor

