

**REPUBLIC OF LIBERIA
GENERAL AUDITING COMMISSION
MONTSERRADO COUNTY**

**CONTRACT FOR THE PROCUREMENT OF REPAIR AND
MAINTENANCE OF NON-RESIDENTIAL BUILDING (RENOVATION)**

THIS CONTRACT, made and entered into on this 13th Day of May, 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 Employer") and Elite Contractor & Global Services, a construction company operating under the laws of the Republic of Liberia and having its principal place of business on South Lynch Street, Monrovia, Republic of Liberia, represented by and thru its Chief Executive Officer, **Abdul A. Sheriff** hereinafter called ("The Contractor"); hereby:

WITNESSETH

Whereas the Employer is desirous that the Contractor execute the Repair & Maintenance of Non-Residential Building (Renovation) under contract GAC/NCB/010/2022 (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THEREFORE, THE EMPLOYER AND THE CONTRACTOR HAVE AGREED AS FOLLOWS:

1. The agreed contract price is US\$15,500.00 (Fifteen Thousand Five Hundred United States Dollars).
2. That the duration of the works is two (2) weeks from the date of contract signing.
3. The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the contract:
 - This Contract Agreement
 - General Conditions of Contract
 - Special Conditions of Contract
 - Specification and Performance Requirements
 - The Contractor's submitted bid
 - Documents evidencing performance of works
4. 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.
5. That in consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide the works and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
6. That the Employer hereby covenants to pay the Contractor in consideration of the provision of the works and services and the remedying of defects therein, within 30 days, the Contract Price or such other sum as may become payable under the provisions of the Contract.
7. That the parties also have agreed that the Employer shall deduct applicable Government of Liberia withholding tax from the Contract Price and pay same on behalf of the Contractor to the Government of Liberia. The Employer shall return payment (flag) receipt to the Contractor within 30 days after payment.
8. Payment of contract price in installments shall be made in United States dollars in the following manner on signing of contract and final acceptance.

- a. 25 percent advance payment (\$3,875.00) of the Contract Price shall be paid on the commencement date against the submission of an advance payment guarantee from a reputable bank for the same.
 - b. 65 percent payment (\$10,075.00) of the contract price shall be paid upon satisfactory performance of the Contract and certificate of completion issued by the Project Manager of GAC.
 - c. 10 percent payment (\$1,550.00) of the contract price shall be paid as retention when the Defects Liability Period has passed and the Project Manager has certified that all defects notified by the Project Manager to the Contractor before the end of this period have been corrected.
9. That this **CONTRACT** shall be binding on the parties hereto and extend to their assigns, Successor 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 Employer

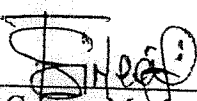
Signed: 

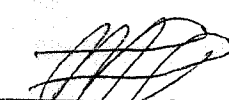
Foday G. Kiazolu, FCCA, CPA_(LIB)

In the capacity of **Deputy Auditor General for Administration/GAC**


IN THE PRESENCE OF:


John L. Greaves II, CMA
Director of Administration


Cooper Magbollah
Financial Comptroller

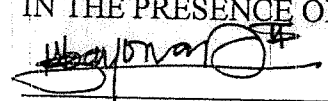

Musa C. Kamara
Manager / Procurement Unit

On behalf of the Contractor

Signed: 

Abdul A. Sheriff
Chief Executive Officer – Elite Contractor & Global Services

IN THE PRESENCE OF:


Sam G. Natt

Project Manager – Elite Contractor & Global Services