REPUBLIC OF LIBERIA GENERAL AUDITING COMMISSION MONTSERRADO COUNTY

CONTRACT FOR THE SUPPLY OF ONE UNIT OF MIDSIZE SPORTS UTILITY VEHICLE

THIS CONTRACT, made and entered into on this 16th 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 on Ashmun Street, Old Executive Mansion Building, Monrovia, Liberia, represented by and thru its Deputy Auditor General for Administration, Hon. Foday G. Kiazolu, hereinafter called ("The Purchaser") and , Elias Antoune Motors, a business entity operating under the laws of the Republic of Liberia and having its principal place of business in Vai Town Bushrod Island, Monrovia, Republic of Liberia, represented by and thru its General Manager, Mr. Rudolph Antoune hereinafter called ("The Supplier"); hereby:

WITNESSETH

WHEREAS, the Purchaser invited bids for the procurement of Three Units of Sports Utility Vehicles and the Supplier's bid, amongst bids submitted, was accepted as the most responsive bid to supply the vehicles to the Purchaser for budget year 2022 (January 1 – December 31) as specified in the Invitation to Bid (IFB) for the unit price in said document;

WHEREAS, the aforementioned contract is based on **submitted price** for the supply and delivery of vehicles, and the total bid price is US\$102,000.00 (One Hundred Two Thousand United States Dollars);

NOW THEREFORE, THE PURCHASER AND THE SUPPLIER HAVE AGREED AS FOLLOWS:

- 1. In keeping with Clause 33.1 of the Instructions to Bidders (ITB) and as mentioned in the award letter to the Supplier, the Purchaser herewith reduce the quantities of Midsize SUV (Lot 2) from three (3) units to one (1) unit. The adjusted and agreed contract value is now Thirty-Four Thousand United States Dollars (\$34,000.00) for one unit of vehicle Duty Free;
- 2. That the duration of the contract shall not extend beyond the 31st December 2022 and the unit price shall remain constant during the period of implementation.
- 3. The following documents shall constitute the Contract between the Purchaser and the Supplier, 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
 - > Schedule(s) of Requirements
 - > Technical Specification
 - > The Supplier's submitted bid
 - Documents evidencing delivery of goods
- 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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the

- 7 That the Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract within 30 days upon satisfactory delivery of the goods.
- 7. That the parties also have agreed that the Purchaser shall deduct applicable Government of Liberia withholding tax from the Contract Price on each payment and pay same on behalf of the Supplier to the Government of Liberia. The Purchaser shall return payment (flag) receipt to the Supplier within 30 days after payment.
- 8. 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 Purchaser

Signed:

Foday G. Kiazolu, FCCA, CPA(LIB)

In the capacity of Deputy Auditor General for

Administration/GAC

IN THE PRESENCE OF:

Signed:

John L. Greeves II, CMA

Director of Administration

Cooper Magbollah

Financial Comptroller

Musa C. Kamara

Manager / Procurement Unit

On behalf of the Supplier

Signed:

Mr. Rudolph Antoune

General Manager- Elias Antoune Motors

IN THE PRESENCE OF:

Mr. P. David K. Dweh

Sales Administrator - Elias Antonna Motore