

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

**FRAMEWORK CONTRACT FOR THE SUPPLY OF NON-PORTABLE
WATER**

THIS CONTRACT, made and entered into on this 4th Day of April, 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 Purchaser") and , Traffic Enterprise a business entity operating under the laws of the Republic of Liberia and having its principal place of business on Carey Street and Capitol Bye-Pass intersection, Monrovia, Republic of Liberia, represented by and thru its General Manager, **Mr. Mustaph M.F. Tahire** hereinafter called ("The Supplier"); hereby:-

WITNESSETH

WHEREAS, 'The Purchaser' conducted a Restricted Bid proceeding for the supply of Non-Portable Water in which the Supplier's bid was reviewed and met all qualification requirements, and accepted as the most responsive bid for Traffic Enterprise to supply Non-Portable Water to the Purchaser for the fiscal year January 1, 2022 – December 31, 2022.

Whereas, the Purchaser's Store Room will assess all goods supplied by the Supplier to confirm genuineness of the goods before payment is made;

WHEREAS, the aforementioned contract is based on **pre-agreed unit price** for the supply and delivery of Non-Portable Water, and the and the unit price is US\$0.035 per gallon;

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

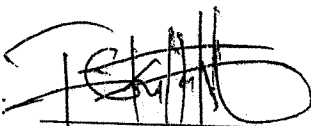
1. The framework agreement is based on **pre-agreed unit price** for the supply and delivery of non-portable water (hereinafter called "the Unit Price".);
2. It is expected that up to about US\$18,000.00 (Eighteen Thousand United States Dollars) worth of Non-Portable Water will be procured within the contract period, and these goods will be required from time to time under the contract.
3. That the duration of the contract shall not extend beyond the 31st of December 2022 and the unit price shall remain constant during the period of implementation.
4. 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 Framework 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
5. 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.
6. 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 accordance with the contract.

provisions of the Contract.

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.
8. 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.
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 Purchaser

Signed: 

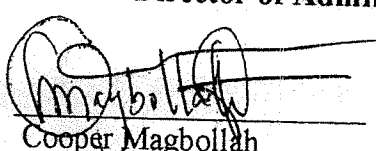
Foday G. Kiazolu, FCCA, CPA_(LIB)

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

IN THE PRESENCE OF:

Signed: 

John L. Greaves, II, CMA, MBA
Director of Administration

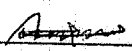

Cooper Magbollah

Financial Comptroller


Musa C. Kamara


Manager / Procurement Unit

On behalf of the Supplier

Signed: 

Mr. Mustaph M.F Tahire
General Manager- Traffic Enterprise

IN THE PRESENCE OF:


Dempsy A. Greenfield

Administrative Manager