## REPUBLIC OF LIBERIA GENERAL AUDITING COMMISSION MONTSERRADO COUNTY

## FRAMEWORK CONTRACT FOR THE PROVISION OF VEHICLE REPAIR AND MAINTENANCE SERVICE

THIS CONTRACT, made and entered into on this 4<sup>th</sup> 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 Client") and, Classic Auto Service a business entity operating under the laws of the Republic of Liberia and having its principal place of business in Congo Town, Opposite Ministry of Health, Monrovia, Republic of Liberia, represented by and thru its proprietress, Saamara Bdair hereinafter called ("The Service Provider"); hereby:-

## WITNESSETH

WHEREAS, 'The Purchaser' conducted a National Competitive bid proceeding for the Repair and Maintenance Services of its vehicles in which the Supplier's bid was reviewed and met all qualification requirements, and accepted as the most responsive bid for Classic Auto Service to provide Repair and Maintenance Services for the Purchaser's vehicles for the fiscal year January 1, 2022 – December 31, 2022.

Whereas, that upon completion of a service rendered, the service provider is to submit its credit invoice to our Procurement Unit for onward processing of payment., and that the Purchaser's Asset, Fleet and Facility Management (AFFM) Unit will assess (test-drive) the vehicle to confirm satisfactory performance of the service before payment is made.

WHEREAS, the aforementioned contract is based on pre-agreed unit prices for the provision of Vehicle Repair and Maintenance Service, and the sum total of unit prices is US3,490.00 (Three Thousand Four Hundred Ninety United States Dollars);

## NOW THEREFORE, THE CLIENT AND THE SERVICE PROVIDER HAVE AGREED AS FOLLOWS:

- 1. The framework agreement is based on **pre-agreed unit prices** for the provision of Vehicle Repair and Maintenance service (hereinafter called "the Unit Prices".);
- 2. It is expected that up to about US\$3,000.00 (Three Thousand United States Dollars) worth of Vehicle Repair and Maintenance Service will be procured within the contract period, and these services 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 for specific services shall remain constant during the period of implementation. Only prices for services that require assessment will be submitted to the GAC for review and approval before performance of said services.
- 4. The following documents shall constitute the Contract between the Client and the Service Provider, 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 Service Provider's submitted bid
  - > Documents evidencing provision of services

- 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 Client to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Client to provide the services and to remedy defects therein in conformity in all respects with the provisions
- That the Client hereby covenants to pay the Service Provider in consideration of the provision of the 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 Client shall deduct applicable Government of Liberia withholding tax from the Contract Price on each payment and pay same on behalf of the Service Provider to the Government of Liberia. The Client shall return payment (flag) receipt to the Service Provider 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 Client

Foday G. Kiazolu, FCCA, CPA(LIB)

In the capacity of Deputy Auditor General for

Administration/GAC

IN THE PRESENCE OF:

Signed:

John L. Creaves, II, CMA, MBA

Director of Administration

Cooper Magbollah

Financial Comptroller

Musa C. Kamara

Manager / Procurement Unit

On behalf of the Service Provider

Signed:

Proprietress - Classic Auto Service

IN THE PRESENCE OF:

Bachir Bdair

**Business Manager**