

REPUBLIC OF LIBERIA
GENERAL AUDITING COMMISSION
Old Executive Mansion Building
Ashmun Street
(MONTERRADO COUNTY)
Monrovia, Liberia

FRAMEWORK CONTRACT FOR THE SUPPLY OF VEHICLE SPARE PARTS

THIS FRAMEWORK CONTRACT, made and entered into on this ^{11th} Day of November, A.D. 2019, 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 Ever Green Auto Service, a business entity operating under the laws of the Republic of Liberia and having its principal place of business in Clara Town, Republic of Liberia, represented by and thru its General Manager, **Godwin Roberts**, (Hereinafter called "the Supplier"); hereby:

WITNESSETH:

Whereas "the Purchaser" conducted a competitive bid proceeding for 4 (four) weeks to procure vehicle spare parts and has accepted Ever Green Auto Service's bid as the most responsive bid to supply Vehicle spare parts to the GAC for 2019/2020 fiscal year as specified in the Invitation for Bid.

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

TERMS AND CONDITIONS

1. The framework agreement is based on **pre-agreed unit prices** in USD for the supply of vehicle spare parts.
2. The sum of all unit prices quoted is One Hundred Seventy-Nine Thousand Two Hundred Ninety-Seven United States Dollars (US\$179,297.00). These unit prices shall remain fixed throughout the duration of the contract.
3. It is expected that up to about One Hundred Thousand United States dollars (USD \$100,000.00) worth of vehicle spare parts will be procured within the contract period. These are goods that will be required from time to time by the GAC.
4. As and when vehicle spare parts are supplied to "the Purchaser", the supplier will present for payment, invoices evidencing effected supply, delivery to the GAC.
5. The duration of this agreement shall not extend beyond June 30, 2020.

This specific procurement is made throughout the term of the agreement AS FOLLOWS:

1. That in this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract referred to.
2. That the following documents shall be read and construed as an integral part of this Contract:
 - This Framework Agreement
 - Schedule(s) of Requirements

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 Ever Green Auto Service, a business entity operating under the laws of the Republic of Liberia and having its principal place of business in Clara Town, Republic of Liberia, represented by and thru its General Manager, **Godwin Roberts**, (Hereinafter called "the Supplier"); hereby:

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1. That in this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract referred to.
2. That the following documents shall be read and construed as an integral part of this Contract:
 - This Framework Agreement
 - Schedule(s) of Requirements
 - Technical Specifications
 - Special Conditions of Contract
 - General Conditions of Contract
 - List and locations for delivery
 - Documents evidencing delivery
 - The Supplier's submitted quotation

3. This contract shall prevail over all oral discussions and in the event of any discrepancy or inconsistency within this Contract, the documents shall prevail in the order listed above in count two (2).
4. In consideration of the payments to be made by the Purchaser to the supplier as herein mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and remedy defects therein in conformity with the provisions of this Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at times and in the manner prescribed by this Contract.
6. The Purchaser shall make payments to the Supplier on delivery and acceptance of the Goods as well as submission of delivery note and invoice within 30days.

Technical Specifications the Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Agreement.

Delivery, the Supplier has agreed to deliver the vehicle spare parts to the Purchaser immediately after the acceptance of a valid Purchase Order from the Purchaser.

Warranty The Supplier warrants that the Vehicle spare parts which is the subject of this contract is of good quality for the safe consumption of the Purchaser.

Key Performance Indicator the Purchaser shall evaluate the performance of the Supplier based on the following Key Performance Indicators (KPIs) listed and explained below:

➤ Quality KPI

- a. **Supplier Defect Rate:** is used to evaluate a supplier's individual quality. Measuring supplier defect rates and breaking it down based on the defect type will offer actionable insights about a supplier's trustworthiness. *Supplier defect rate = Number of substandard products / Total number of units tested*

➤ Delivery KPI

- a. **Supplier Lead Time:** is the amount of time that elapses between the time a supplier receives an order and the time when the order is shipped. This KPI is often measured in days. Vendor lead time starts with availability confirmation and ordering and ends with the delivery of goods. *Supplier lead time = Delivery time (Goods and receipts delivery) – Order time (PO acceptance)*

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Liberia on the day, month and year indicated above.

For and on behalf of the PURCHASER:

Signed: _____

Foday G. Kiazolu, FCCA

- b. The Purchaser shall make payments to the Supplier on delivery and acceptance of the Goods as well as submission of delivery note and invoice within 30days.

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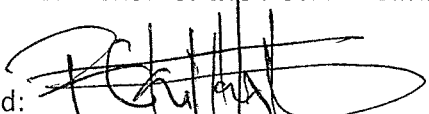
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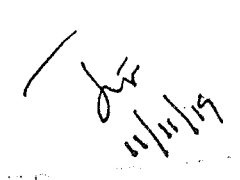
For and on behalf of the PURCHASER:

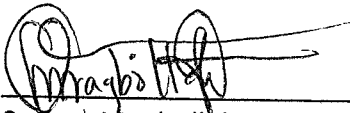
Signed: 
Foday G. Kiazolu, FCCA

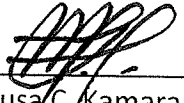
In the capacity of **DEPUTY AUDITOR GENERAL For ADMINISTRATION/CHAIRMAN, PROCUREMENT COMMITTEE/GAC**

In the presence of:


John Lester Greaves, II, CMA
Director of Administration

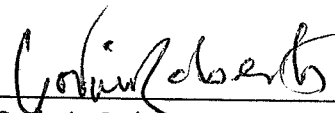


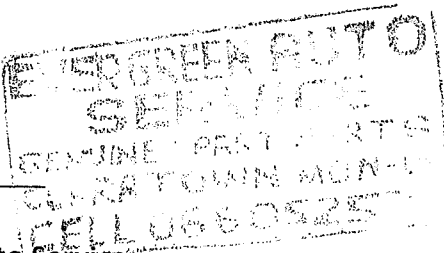
: 
Cooper Magbollah
Financial Comptroller

: 
Musa C. Kamara
Officer-in-Charge/Procurement Unit

For and on behalf of the Supplier

Signed:


Godwin Roberts
Manager – Ever Green Auto Service



In the presence of:

Brutus McWilliams II

James M. Janteh