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

# FRAMEWORK CONTRACT FOR THE PROVISION OF VEHICLE REPAIRS AND MAINTENANCE

THIS FRAMEWORK CONTRACT, made and entered into on this <sup>11th</sup> 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 Client and Africa Motors Service Center, a business entity operating under the laws of the Republic of Liberia and having its principal place of business on Capitol Bye-Pass, Republic of Liberia, represented by and thru its General Manager, Hassan Wazni, (Hereinafter called "the Service

### WITNESSETH:

Whereas "the Client" conducted a competitive bid proceeding for 4 (four) weeks to procure vehicle repairs and maintenance and has accepted Africa Motors' bid as the most responsive bid to provide vehicle repairs and maintenance to the GAC for 2019/2020 fiscal year as specified in the Invitation for Bid.

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

## TERMS AND CONDITIONS

- 1. The framework agreement is based on pre-agreed unit prices in USD for the provision of vehicle repairs and maintenance.
- 2. The sum of all unit prices quoted is Six Thousand Seven Hundred –Seventy Two United States Dollars (US\$6,772.00). These unit prices shall remain fixed throughout the duration of the contract.
- 3. It is expected that up to about Sixty-Five Thousand Eight-Hundred and Seventy-Eight United States dollars (USD \$65,878.00) worth of vehicle repairs and maintenance will be conducted within the contract period. These are services that will be required from time
- 4. As and when vehicle repairs and maintenance is performed for the "Client", the service provider will present for payment, invoices evidencing effected performance, for the
- 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 construct . . . .

Liberia and having its principal place of business on Capitol Bye-Pass, Republic of Liberia, represented by and thru its General Manager, Hassan Wazni, (Hereinafter called "the Service provider"); hereby:

### WITNESSETH:

Whereas "the Client" conducted a competitive bid proceeding for 4 (four) weeks to procure vehicle repairs and maintenance and has accepted Africa Motors' bid as the most responsive bid to provide vehicle repairs and maintenance to the GAC for 2019/2020 fiscal year as specified in the Invitation for Bid.

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

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- 3. It is expected that up to about Sixty-Five Thousand Eight-Hundred and Seventy-Eight United States dollars (USD \$65,878.00) worth of vehicle repairs and maintenance will be conducted within the contract period. These are services that will be required from time to time by the GAC.
- 4. As and when vehicle repairs and maintenance is performed for the "Client", the service provider will present for payment, invoices evidencing effected performance, for 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
  - Technical Specifications
  - Special Conditions of Contract
  - ➢ General Conditions of Contract
  - List and locations for delivery
  - Documents evidencing delivery

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- > The Service provider'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 Client to the service provider as herein mentioned, the Service provider hereby covenants with the Client to provide the Goods and remedy defects therein in conformity with the provisions of this Contract.
- 5. The Client hereby covenants to pay the Service provider 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 Client shall make payments to the Service provider on delivery and acceptance of the Goods as well as submission of delivery note and invoice within 30days.

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

**Delivery**, the Service provider has agreed to deliver the vehicle repairs and maintenance to the Client immediately after the acceptance of a valid Purchase Order from the Client.

Warranty The Service provider warrants that the Vehicle repairs and maintenance which is the subject of this contract is of good quality for the safe consumption of the Client.

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 CLIENT:

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 & MA

**Director of Administration** 

Cooper Magbollah

**Financial Comptroller** 

Musa C. Kamara

Officer-in-Charge/Procurement Unit

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In the presence of:

John Lester Greaves, II MA Director of Administration

Cooper Magbollah Financial Comptroller

Musa C. Kamara

Officer-in-Charge/Procurement Unit

For and on behalf or	f the Service prov	ider		
Signed: Hassan Wazn				
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In the presence of:	N 1028	1/1	CKINY	