



REPUBLIC OF LIBERIA
COOPERATIVE DEVELOPMENT AGENCY (CDA)
72nd/SKD BOULEVARD, PAYNESVILLE, LIBERIA
CELL#:(+231) (0) 880-538-009
Email: cdaliberiac@gmail.com



(MONTERRADO)

PETROLEUM CONTRACT

**(PETROLEUM CONTRACT AGREEMENT BACKED BY PROFORMA INVOICE –
MONROVIA LIBERIA)**

ENTERED INTO BY AND THROUGH THE COOPERATIVE DEVELOPMENT AGENCY (CDA) HEREIN REFERRED TO AS PARTY OF THE FIRST PART AND THE SUPER PETROLEUM COMPANY, REFERRED TO AS PARTY OF THE SECOND PART, HEREIN LOCATED AT 72ND SKD BOULEVARD, PAYNESVILLE AND CAPITAL BYE-PASS, RESPECTIVELY, MONROVIA LIBERIA.

Preamble:

Whereas, CDA is a government agency responsible for forming Farmers and Non-Farmers Based Organizations into Cooperative Society including; Assessment, Supervision, Training, Registration etc. and giving them legal status to function in Liberia.

WHEREAS, the Cooperative Development Agency has received a budget for Goods and Services from the Government of Liberia and part of this budget is portioned for the purchase of Fuel and Lubricant to be used by the agency's vehicles and generators to facilitate the movement of CDA staff in the discharge of the official duties and functions in keeping with the agency's mandates throughout the Republic of Liberia;

WHEREAS,

the Super Petroleum Company is a business entity specialized in the input and sales of Petroleum Products and has proven reliable as a result of previous supply of Petroleum Products to CDA, and is a legal registered business entity with the Liberia Business Registry, and

WHEREAS,

Both the CDA and Super Petroleum Company have agreed to collaborate in the execution of the above mentioned contract based on previous petroleum supply experience with the CDA. The product is used by CDA for its smooth operations in and around Liberia. Similarly, the CDA offers to purchase all its Petroleum Products from the Super Petroleum Company for the duration of this agreement unless there are some unexpected circumstances beyond the control of the Agency in like manner, the vendor (Super Petroleum Company) has accepted to supply CDA with Petroleum Products during the duration of this agreement, provided it is not otherwise constraint or hindered by unexpected circumstances beyond the control of the Super Petroleum Company and hereby assures the customers of competition services and price structure in the market.

The **Super Petroleum Company** wishes to accept and enter into this agreement with CDA for the sole purpose of a transaction business and on a normal Vendor and Customer basis.

SCOPE OF WORK

The supply of Petroleum Products is subject to change in price by the government of Liberia based on request and purchase order from the Ministry of Finance and Development Planning and the CDA to the **Super Petroleum Company** detailing cost of the products including a specified time period to deliver. This contract is based on request as per supply order from the CDA management to the **Super Petroleum Company** and supported with proforma invoice from the products supplier detailing cost of the petroleum products within a specified time period. This contract commences on the 1st of July 2020 and ends on June 30, 2021.

Responsibilities of the Parties:

A: Super Petroleum Company

Assign agent (s) to deliver petroleum products to CDA based on payment made in advance.

To be available and ready to respond to inquiries from CDA regarding products supplied to the CDA

To provide the needed petroleum products for the Agency's vehicles and generators

B: Cooperative Development Agency (CDA)

To inform the product supplier about the product need; Conduct first hand assessment exercise to determine the need to resupply product

Upon completion of assessment for the resupply of the current level of products, and

delivery of purchase order from the Ministry of Finance and Development Planning, the supplier will underwrite 100% of the petroleum products value shall be paid.

CDA shall facilitate and ensure that full payment is made to the supplier and/or service provider from the Ministry of Finance and Development Planning MFDP.

General Provision:

Personnel assigned by the supplier under this contract shall not be considered as staff of the CDA neither of the Ministry of Finance and Development planning and shall not be entitled to any privilege, immunity, compensation or reimbursement by the CDA, MFDP and neither the **Super Petroleum Company** nor its personnel shall be allowed to incur any commitment or expense on behalf of the CDA. Nothing in this agreement or any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of CDA, nor as conferring any privileges or immunities of CDA on the **Super Petroleum Company** or its personnel.

Settlement of Dispute:

Any dispute between CDA and the **Super Petroleum Company** arising out of the interpretation or execution of this agreement shall be settled by mutual agreement and understanding.

If CDA and the **Super Petroleum Company** are unable to reach an amicable agreement on any question dispute or on a mode of settlement other than arbitration, either party shall have the right to request arbitration in accordance with the laws of the Republic of Liberia.

Cost of contract:

The contract is in the tone of US\$7,319.56 (**Seven Thousand Three Hundred Nineteen Dollars and Fifty Six Cent United States Dollars**)

We the under signed have read, understood and agreed on the above terms, reference and conditions, and have on this 3rd day of March 2021 affixed our signatures or mark to this document.

For and on behalf of the supplier,

Signed: [Signature] Date: March 11/21
Agent

Approved: [Signature] Date: 03/11/2021
General Manager



For and on behalf of the Procurement Entity,

Signed: [Signature] Date: 3/11/2021
Jerome Gonkpala/ Head of Procurement

Attested by: [Signature] Date 3/11/2021
Hon. Famater Roesler
Dept. Registrar for Administration



Approved: [Signature] Date: 3/11/2021
Regina Sokan-Teah
Registrar General of Cooperatives, RL