

**REPUBLIC OF LIBERIA
MONTSERRADO COUNTY**

**CONTRACT AGREEMENT FOR THE PROCUREMENT OF PETROLEUM PRODUCTS,
2019/2020**

THIS CONTRACT Agreement made this 20th day of November 2019 between the Executive Protection Service, Capitol Hill, Monrovia, Liberia represented by and through its Director, Hon. Trokon N. Roberts hereinafter referred to as "the Purchaser" and Super Petroleum Company of REMCO Building, Capitol Bypass, Monrovia, Liberia represented by and through its Managing Director, Mr. A. Karim Kanneh hereinafter referred to as "the Supplier" each a party and together the parties do hereby:

Whereas, the Purchaser invited tenders for the supply and delivery of petroleum products (**diesel, gasoline and lubricants**) and has accepted a tender by the Supplier for the supply of the petroleum products;

Whereas, the Purchaser wishes to purchase Petroleum products in accordance with the unit price quoted in Article 4 subsection 4.1 of this contract;

Whereas, this Contract Agreement is for the potential purchase of petroleum products that comply with the technical specifications of the Republic of Liberia and the Technical Specification Sections of the bidding document sold to the bidders, in accordance with the request of the Purchaser;

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract;
 - (a) The Tender Form and the Price Schedule submitted by the Bidder;
 - (b) The Schedule of Requirements;
 - (c) The Technical Specifications;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract;
 - (f) The Purchaser's Notification of Award; and
 - (g) Contract Data Sheet *(to be used only when there are corrections to the original price schedule submitted by the Supplier)*.

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1 Supply

1.1 The Supplier agrees to supply the petroleum products and the Purchaser will draw down based on request as and when required. In such case, the Seller will ensure that such stock is replenished. After a maximum of two (2) weeks of the next month for each month of the agreement, the Purchaser will send purchase order signed by one of its authorized representatives or scan the signed purchase order and send it by email to marketing@petrotrade.ws to the Supplier of their requirement for further stocks and their intention to renew this Contract. Should the Contract not be renewed, the Supplier shall have the right to dispose of any remaining stocks.

Article 2 Reserve Stock

- 2.1 The Supplier agrees to stock sufficient quantity of the goods required and will be prepared to deliver in accordance with the delivery time specified in the confirmed purchase order from the Purchaser for the month.

Article 3 Terms

- 3.1 The Term of this Contract shall be from the 1st day of July 2019 to the 30th day of June 2020. During this period, the Purchaser has agreed to purchase petroleum products worth the amount of **(US\$360,000.00)** Three Hundred Sixty Thousand, United States Dollars through the fiscal period and US\$30,000.00 worth on a monthly basis based on its budgetary allotment received from the Ministry of Finance & Development Planning for this fiscal budget year. When required, the Supplier agreed to supply the required product as and when requested by the Purchaser. Meanwhile, allotments for the months of July, August, and September, 2019 were used to purchase the needed petroleum products through a framework agreement in the absence of the passage into law of the national budget for this fiscal year.

Article 4 Price

- 4.1 Throughout the Term of this Contract, prices are subject to alternation in line with Government price regulations.

(A) The commencing price agreed by the Purchaser and the Supplier for the petroleum product for (Wholesale) is:

Category (Fuel)	Unit Price Bulk Supply / Wholesale	Currency
Ceiling price duty paid as per date of signature	3.62	USD/USG
Transport rate in Monrovia	+0.05	USD/USG
Commencing price duty paid including transport	3.67	USD/USG

B) The commencing price agreed by the Purchaser and the Supplier for the petroleum products for pump price/ retail in Monrovia is:

Category (Gasoline)	Unit Price Pump Price / Retail	Currency
Ceiling price duty paid as per date of signature	3.03	USD/USG
Transport rate in Monrovia	+0.05	USD/USG
Commencing price duty paid including transport	3.08	USD/USG

Article 5 Variation

- 5.1 The fuel price may be subject to review by the Ministry of Commerce and Industry and LPRC. The Supplier shall inform the Purchaser in writing each time there is a change of price, enclosing a copy of the new circular. Moreover, the Supplier shall sell to the Purchaser on a Duty paid price for Monrovia stations. The prices for the stations outside of Monrovia will be higher in order to take into account the cost to transport the fuel to those locations.

Article 6 Purchase of Goods

- 6.1 The Purchaser shall purchase the petroleum products as and when required. It shall be the responsibility of the Purchaser to issue purchase orders accordingly. Such orders shall be in accordance with the terms of this Contract and shall identify the number of Goods required, specifications and delivery schedule.

Article 7 Conditions of Purchase

7.1 OBJECT OF DELIVERY

- (A) The Supplier shall transport the Products to the Purchaser with its own fleet of tankers to the place(s) designated by the Purchaser for delivery from time to time.
- (B) In order to guarantee the Products integrity, all tankers' hatches, counters and outlets shall be sealed immediately after loading by authorized staff of the Supplier, and seal serial numbers shall be reported on the delivery ticket.
- (C) Upon the arrival of any supply of Products at the Purchaser's location, the Purchaser shall accept delivery by signing the Invoice and/or Delivery Notes accompanying the consignment copies of which the Purchaser shall retain.
- (D) The title and risk in the Products shall transfer from the Supplier to the Purchaser immediately upon delivery of the Product(s) at the place(s) designated by the Purchaser, and accepted by the Purchaser after using the truck's dip stick to ascertain, verify and confirm the quantity. The Purchaser has the obligation to verify the quality and quantity of products delivered using product and water finding pastes provided by the Supplier in the presence of the Driver of the delivery truck prior to the discharge of the same into the receiving surface or underground tank, upon the completion of discharge and any supply of fuel discharged into the receiving surface or underground tank shall be deemed to have been duly delivered in full unless the Purchaser after the said verification annotates any discrepancy on the Invoice and/or Delivery Notes and such notation has been duly signed by the Purchaser and the Driver of the delivery truck.
- (E) Should the Purchaser use its own transportation, the title and risk in the Products shall transfer from the Supplier to the Purchaser immediately after the Product(s) has been loaded into the Purchaser's truck or container(s) and has been accepted by the Purchaser, after using the depot's installed meter to ascertain, verify and confirm the quantity.
- (F) During the Rainy Season, the Supplier may request assistance/escort from the Purchaser to supply Products to places designated by the Purchaser in remote areas outside Monrovia. Should unexpected events arise, while the fuel truck is in route (e.g. bad weather conditions, road deterioration...) that prevents the truck from reaching the Purchaser's designated area, the Purchaser and the Supplier shall find the best possible arrangement to achieve the Fuel delivery (e.g. use of containers...).

Article 8 Delivery Date

- 8.1** To be defined during each Purchase Order.

Article 9 Price

- 9.1** As defined in Article 4.1 (A) & (B) herein above.

Article 10 Payment Terms

- 10.1** The Purchaser shall pay the Supplier **within 30 days** after delivery. The Supplier shall issue all invoices in USD on a per invoice basis only.
- 10.2** The Ministry of Finance and Development Planning (MoFDP) is the Government of Liberia institution through which the Supplier will be paid. Final determination and payment will be made to the Supplier using the voucher system. Payments may be made in Liberian Dollars or United States Dollars currency. Should payment be made in Liberian Dollars, the exchange rate applicable shall be as per the Central Bank of Liberia (CBL) rate at the date of payment.

Article 11 Exclusivity

- 11.1** In cases of extreme urgency or need for larger quantities than available with the Supplier, the Purchaser reserves the right, after consultation with the Supplier, to procure Goods from secondary sources.

- 12.1** If the Supplier breaches any term or condition of this Contract, or the conditions set out in any given purchase order, including but not limited to quality of the goods, price and delivery requirements, the Purchaser shall be entitled to immediately purchase goods from any other source, in addition to resorting to any other remedy available in law or equity.

Article 13 General Terms and Conditions

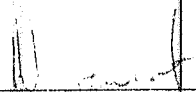
- 13.1 Termination:** Should the Supplier or the Purchaser wishes to terminate this contract; it shall be done through mutual agreement of both parties by giving in advance to the other party, a 30 days' notice.
- 13.2 Applicable Laws & Arbitration:** This contract agreement and any subsequent purchase contract(s) shall be governed by the laws of Liberia.
- 13.3 Disputes:** In the event that a dispute cannot be resolved through negotiations, the parties to this contract and any subsequent purchase contracts(s) agree to be bound by the arbitration procedures of the Supreme Court of Liberia.
- 13.4 Service Measurements & Performance:** The Supplier is required to demonstrate their performance. Failure to meet the targets contained herein will be deemed a failure in servicing the contract agreement. The professional and timely provision of the services purchased is of paramount importance to the Purchaser and if the Supplier subsequently fails to meet these expectations the Purchaser reserves the right to find a suitable alternative supplier/contractor/service provider.

Article 14 Final Provisions


- 14.1** This Contract is produced in four (4) original copies, whereby the parties herein named below shall each keep one original copy after affixing signature.

This agreement comes into force with signature and stamps of all parties

IN THE PRESENCE OF



FOR THE SUPPLIER



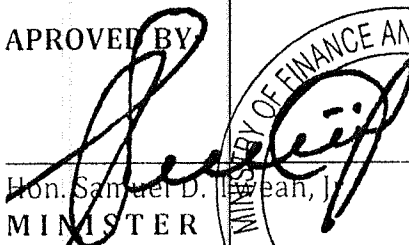
Mr. A. Karim Kanneh
Managing Director/SP

FOR THE PURCHASER



Hon. Trolan N. Roberts
DIRECTOR/SP


APPROVED BY



Hon. Samuel D. Dean, Jr.
MINISTER



ATTESTED BY:



Cllr. Musa F. Dean, Jr.
MINISTER &