

**REPUBLIC OF LIBERIA
GENERAL AUDITING COMMISSION
MONTSERRADO COUNTY**

FRAMEWORK CONTRACT FOR SUPPLY OF PETROLEUM PRODUCTS

THIS CONTRACT, made and entered into on this 4th 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 Purchaser") and , Super Petroleum a business entity operating under the laws of the Republic of Liberia and having its principal place of business at Remco Building, Capitol Bypass, Monrovia, Republic of Liberia, represented by and thru its Chief Executive Officer, **Karim Kanneh**, hereinafter called ("The Supplier"); hereby:

WITNESSETH

WHEREAS, 'The Purchaser' conducted a Restricted bid proceeding for the supply of Petroleum Product in which the Supplier's bid was reviewed and met all qualification requirements, and accepted as the most responsive bid for Super Petroleum to supply Petroleum Products to the Purchaser for the fiscal year January 1, 2022 – December 31, 2022. Whereas, the Purchaser's Store Room will assess all goods supplied by the Supplier to confirm genuineness of the goods before payment is made.

WHEREAS, the aforementioned contract is based on **pre-agreed unit price** for the supply and delivery of petroleum products, and the sum unit price for a gallon of gasoline and a gallon of diesel fuel is US\$8.20 (Eight United States Dollars and Twenty Cents) ;

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

1. That the framework agreement is based on **monthly price circular published by the Ministry of Commerce and Industry**) for the supply, and delivery of Petroleum Products (hereinafter called "the Unit Prices".);
2. That it is expected that up to about US\$240,000.00 (Two Hundred Forty Thousand United States Dollars) worth of petroleum products will be procured within the contract period, and these goods will be required from time to time under the contract.
3. That the duration of the contract shall not extend beyond December 31, 2022 and the unit price shall change or remain constant based on approved price circular during the contract period of implementation.
4. The following documents shall constitute the Contract between the Purchaser and the Supplier, 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 Supplier's submitted bid
 - Documents evidencing delivery of goods
5. That in consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and to remedy defects therein in conformity in all respects with the provisions

of

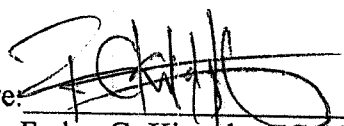
this

Contract.

6. 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.
7. That the parties also have agreed that the Purchaser shall deduct applicable Government of Liberia withholding tax from the Contract Price on each payment and pay same on behalf of the Supplier to the Government of Liberia. The Purchaser shall return payment (flag) receipt to the Supplier within 30 days after payment.
8. That this **CONTRACT** shall be binding on the parties hereto and extend to their assigns, Successors 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 Purchaser

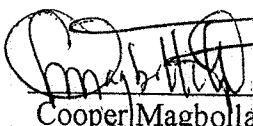
Signature: 

Foday G. Kiazolu, FCCA, CPA_(LIB)

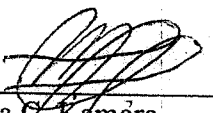
In the capacity of **Deputy Auditor General for Administration/GAC**

IN THE PRESENCE OF:


John L. Greaves, II, CMA, MBA
Director of Administration

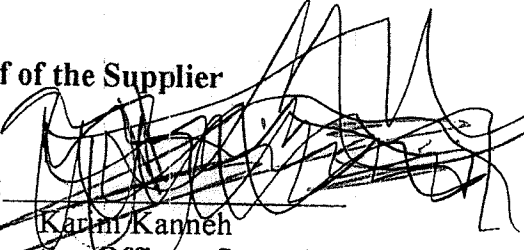

Cooper Magbollah

Financial Comptroller


Musa C. Kamara


Manager / Procurement Unit

On behalf of the Supplier

Signature: 

Chief Executive Officer- Super Petroleum

IN THE PRESENCE OF:


Monique Stewart

Marketing Manager-Super Petroleum

VOID