

REPUBLIC OF LIBERIA )  
MONTSERRADO COUNTY)

**"AGREEMENT FOR THE SUPPLY OF PETROLEUM PRODUCTS"**

THIS FRAMEWORK AGREEMENT is made on this 13<sup>TH</sup> day of April 2021 between **the House of Representatives** (hereinafter called "**the Buyer**") represented by its **Chairman on Rules , Order & Administration, Hon. Johnson N. Gwaikolo** and its **Chairman on Ways, Means, Finance and Development Planning, Hon. Thomas P. Fallah,** and **Super Petroleum Company,** a Corporation incorporated under the laws of the Republic of Liberia and having its principal place of Business in Monrovia (hereinafter called "**the Supplier**"), represented by its **Chief Executive Officer, Mr. A. Karim Kanneh.** The Parties hereto may be referred to herein jointly as "The Parties".

WITNESSETH:

**WHEREAS,** the "Buyer" desires to apportion funds towards the cost of procuring Petroleum products ("Fuel and Gasoline");

**WHEREAS,** The "Buyer" through the bidding system, identified a suitable firm with the requisite technical know-how and experience, as per bid requirements to deliver, upon request or immediately, the needed or specified petroleum products as indicated in the bid documents ("BIDS"), which shall form a cogent part of this Agreement;

**WHEREAS,** the seller, a Liberian Corporation, registered under the Liberia Corporation Laws and have its registered Office on the Capitol Bye-Pass, Monrovia, Liberia, participated in the bidding process by submitting BID, inclusive of proforma invoices; and

**WHEREAS,** following careful and thorough analysis of all BIDS submitted for the supply of fuel and gasoline, SELLER was selected as the most suitable entity to supply the needed petroleum products as contemplated by the BUYER; and

**WHEREAS,** the BUYER is willing to enter into Agreement with the SELLER in reliance of the SELLER'S undertaking to deliver the requisite fuel and gasoline upon request in accordance with this Agreement and the BID submitted by the SELLER;

**NOW, THEREFORE,** for and in consideration of the promises and the mutual obligations undertaken herein, the BUYER and the SELLER, intending to be legally bounded, hereby agreed as follows:

**ARTICLE I: OBLIGATIONS OF SELLER:**

1. The SELLER shall deliver gallons of both Diesel and Gasoline Coupons as stipulated on the Purchase Order prepared by the BUYER, within a period of four (4) days, after the purchase order (PO) is delivered by the BUYER to the SELLER. The SELLER shall be responsible to deliver the monthly stipulated requested coupons to BUYER's Office within the period stated above.
2. The SELLER shall complete the delivery of the required gasoline and diesel as per the duration of this Agreement which is for the **fiscal year 2020/2021** from **April 30, 2021** and ending **June 30, 2021.**
3. The SELLER has guaranteed to supply the BUYER based upon the BUYER's monthly periodic request, the amount of gasoline and diesel so requested within four (4) days after the submission of the Purchase Order, or at any time the BUYER may need to be supplied.
4. The SELLER shall deliver the gasoline and diesel in coupons in bulk as shall be requested by the BUYER.

5. The SELLER agrees that its coupons issued to the BUYER shall valid for the three months, meaning that the coupons shall have an expiry date of three (3) months as off the date written on the coupon and SELLER hereby acknowledges and accepts the said duration and expiration period of the three months.
6. The SELLER shall supply the requested quantity of petroleum product to BUYER no later than four (4) working days after receiving the purchase order (PO) from the BUYER.
7. The SELLER shall invoice the BUYER each month for all gasoline and diesel coupons delivered hereunder at the prevailing unit price at time of purchase as stipulated by the Ministry of Commerce. Each invoice shall be supported by delivery notes and documentation from the Ministry of Commerce indicating the prevailing price per unit.

## **ARTICLE II: OBLIGATIONS OF BUYER:**

8. That the BUYER shall make or cause to prompt payment of the amount due to the SELLER upon delivery and receipt of gasoline and diesel coupons requested by the BUYER as stipulated in the gasoline and diesel request documents.
9. That the BUYER shall notify the SELLER of any missing/stolen coupons and or any unprofessional treatment by SELLER's employee(s) upon discovery, for the SELLER's acknowledgment and subsequent actions, in order that the SELLER will remedy the situation.
10. In the event of breach by the SELLER for a period four (4) days, after the purchase order (PO) is deliver by the BUYER to the SELLER, the BUYER reserves the right to purchase gasoline and diesel products from another source, and shall have the right to recover from the SELLER any prior costs made to the SELLER, to include costs associated with transportation, duty, or any other additional costs for obtaining gasoline and diesel products from another source.
11. The BUYER shall make payment to the SELLER on invoices indicating the price stipulated by Ministry of Commerce and Liberia Petroleum Refining Company (LPRC) at the time of Purchase.

## **ARTICLE III: PAYMENT TERMS:**

12. That upon the signing of this Agreement, each month, the BUYER shall pay the SEELER for all gasoline and diesel coupons delivered, a consideration based on the quantity and the unit price consistent with the unit price from the Ministry of Commerce and Liberia Petroleum Refinery Company. The SELLER's monthly payment invoice(s) requesting the amount due should be supported by the Purchase Order and the Delivery Notes.
13. The Parties agreed to the current duty free unit price of US\$ 3.57 for Gasoline and US\$3.63 for Diesel. It is also agreed upon by the Parties that this duty free unit price is subject to change based on the monthly price circular from the Ministry of Commerce and Liberia Petroleum Refinery Company (LPRC).
14. The Parties further agreed that the total monthly quantity of Petroleum Products should not exceed the monthly threshold amount of **Two Hundred Forty-Three Thousand Five Hundred Fifty United States Dollars Eleven Cents (US\$243,550.11)** for Gasoline and Diesel. That in the case where payment is made in Liberian Dollars, conversion rate to be used will be the prevailing Government of Liberia rate of exchange and not any other rate not approved by the Central Bank of Liberia.

market shortage, or any cause beyond the reasonable control of such party, that arise without the fault or negligence of such party, and that result in delay of performance hereunder. Any such delay resulting from such events shall be deemed excusable. The party whose performance will be delayed by such an event will use best efforts to notify the other within one (1) work week after the occurrence of such an event, and give a logical and reasonable cessation thereof.

#### **ARTICLE VIII: DISPUTE RESOLUTION**

21. In case of any dispute arising out of this Agreement, the party raising the dispute shall first serve notice on the other party setting forth the nature of the dispute and requesting that the parties meet to negotiate an amicable settlement. Failure an amicable settlement, all disputes arising from this Agreement or related thereto shall be finally settled through Arbitration in accordance with the laws governing Arbitration in the Republic of Liberia.

#### **ARTICLE IX: ASSIGNMENT**

22. This Agreement may not be assigned by either party without the prior written consent to the other party, except that the SELLER shall have the right to assign this Agreement to any of its subsidiaries or affiliates.

#### **ARTICLE X: MISCELLANEOUS**

23. **Waiver of Breach:** The waiver by any party, of any breach, of any of the provisions of Agreement shall not constitute a continuing waiver of other breaches of the same or other provisions of this Agreement.

24. **Regulatory Bodies:** This Agreement and all operations hereunder are subject to the applicable Laws of the Republic of Liberia and the applicable orders, rules, and regulations of the LPRC and any other State Authority having or asserting jurisdiction; but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, order, or regulation in any form of having jurisdiction in the premises.

25. **Notices:** All notices provided for herein shall be in writing and shall be deemed to be delivered to the SELLER when addressed to the SELLER at:

Super Petroleum Company  
2<sup>nd</sup> floor Remco Building  
Capitol Bye-Pass  
Monrovia, Liberia

and shall be deemed to be delivered to the BUYER when addressed to BUYER at:

Chairman  
Procurement Committee  
Honorable House of Representatives  
Capitol Building  
Capitol Hill, Monrovia

All notices shall be delivered by mail, postage prepaid, or by such courier that can be evidence delivery, and such other single name and address as either party may give to the other party.

26. **Prior Petroleum Agreements:** This Agreement terminates and supersedes any prior Petroleum Purchase contracts or Agreements and into between the parties or other interests.

## ARTICLE XI: BINDING

27. This Agreement shall be binding upon an inure to the benefits of the permitted successors and assigns of the parties hereto pursuant to this section. Any attempted assignment made contrary to this Section shall be void.

### **NOW THEREFORE IT IS AGREED AS FOLLOWS:**

#### **A. DEFINITIONS:** In the context of this Agreement:

28. The Buyer shall mean the House of Representatives (HOR) represented by its Chairmen on Rules, Order & Administration and Ways, Means, Finance and Development Planning.

#### **B. SCHEDULE(S) OF DELIVERY**

29. The supplier shall source, supply and deliver Diesel fuel and Gasoline to the "Buyer" at all SP Service Stations through the SP Coupon system, or into customer's facilities through the SP bulk delivery system. Bulk delivery of products of products in Monrovia is free of transportation cost. However, delivery of bulk supplies outside Monrovia and its environs are subject to road conditions and additional cost for transportation as per destinations requests for products under the government voucher system are subject to the approval of the ASU/Ministry of Finance & Development Planning.
30. Delivery of products will be made as shall be requested and agreed upon under fuel prices above. That is to say upon full payment, or against purchase order.
31. Invoices and delivery orders will be issued for all quantities of products delivered to the account of the buyer and those shall be charged to his/her/their account.
32. Security of SP Coupons delivered to the Buyer for products shall automatically become the responsibility of the buyer and those coupons shall be charged to his/her/their account

#### **C. Terms and Conditions**

33. The framework agreement is based on Government of Liberia market regulated approved prices for petroleum products (gasoline and diesel) (hereinafter called "the Unit Price").
34. As and when these products are supplied to the buyer, the supplier will present for payment, invoices and waybills evidencing affected supply and delivery of the products to the House of Representatives.
35. The maximum duration of the agreement is limited to twelve months. The Unit price may change in accordance with the government issued price circular for petroleum products.
36. The House of Representatives will procure Petroleum Products covering fiscal year **2020/2021 (April 30, 2021 to June 30, 2021)**. These products will be required from time to time by the House of Representatives.

#### **D. Payment Term**

37. In the case of check, all payments shall be made by the Ministry of Finance and Development Planning (MOFDP) in favor of the Super Petroleum Company and paid to the Supplier's designated officer before the delivery of the products being requested by the customer.
38. However, where a credit account has already been established and agreed upon between the two parties, delivery of products shall be made against the customer's official purchase order and payments are to be made by checks drawn in favor of the Super Petroleum Company and paid to its designated officer on or before the end of the agreed credit term.

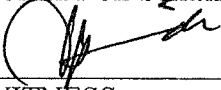
39. The contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the contract documents, the documents shall prevail in order listed above.
40. In consideration of the payments to be made by the Purchaser to the supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
41. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at times and in the manner prescribed by the Contract.
42. The Purchaser shall make payments to the Supplier on delivery and acceptance of the Goods as well as submission of delivery note, invoice and a waybill.

#### E. FORCE MAJEURE

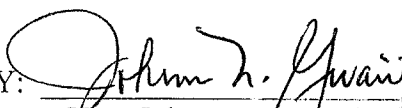
43. In the event of force majeure and other supervening events or conditions, making it impossible for this agreement to operate, its terms and conditions shall be automatically suspended and shall remain suspended until such time when the force majeure is removed. Immediately upon the removal of the force majeure, as shall reasonably be determined by both parties, the operation of this document shall automatically be revived, subject, however, to adjustments in prices, transport cost and delivery arrangements as herein contained to reflect prevailing market conditions

**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.**

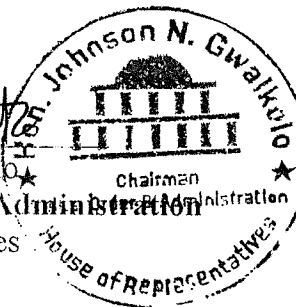
**For and on behalf of the Buyer:**

  
WITNESS

BY:

  
Hon. Johnson N. Gwaikolo

**Chairman, Rules, Order & Administration**  
House of Representatives



WITNESS

  
Hon. Thomas P. Fallah

**Chairman, Ways, Means, & Finance Dev. Planning**  
House of Representatives

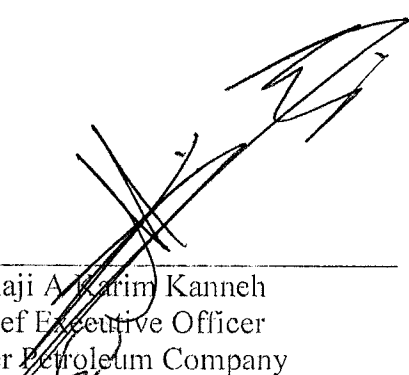
Attested By:

  
Speaker  
House of Representatives


**For and on behalf of the Supplier:**

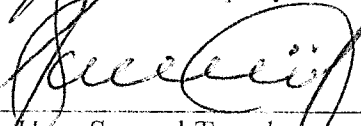
WITNESS

BY:

  
Alhaji A. Karim Kanneh  
Chief Executive Officer  
Super Petroleum Company

Attested By:

  
Cllr. Musa Dean, Jr.  
Minister of Justice & Attorney General  
Republic of Liberia

  
Hon. Samuel Tweah  
Minister of Finance & Development Planning  
Republic of Liberia