

Republic of Liberia)  
Montserrado County)

## AGREEMENT FOR THE SUPPLY OF PETROLEUM PRODUCT

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of January A.D. 2021 by and between the LIBERIA ANTI-CORRUPTION COMMISSION (LACC), represented by its Executive Chairperson, Cllr. A. Ndubuisi Nwabudike of the City of Monrovia, Republic of Liberia, hereinafter known and referred to as "**THE PURCHASER**" and **TOTAL LIBERIA LIMITED**, represented by its Managing Director, Mr. Daniel Mayieka, also of the City of Monrovia, Republic of Liberia herein known and referred to as "**THE SUPPLIER**", hereby:

### WITNESSETH:

#### A. Terms and Conditions of Contract

1. That, the agreement shall be **based on the existing price during the time of purchase** for the supply of gasoline and diesel respectively (hereinafter called "the Unit Price");
2. As and when the item is to be supplied to the beneficiaries, the beneficiary shall make available payment to facilitate the loading of **Fuel Cards** with due credits. Hence, document evidencing affected supply and delivery shall be submitted by the supplier to the Purchaser.

#### B. Duration of Contract

The maximum duration of the agreement is limited to six (6) months commencing from January 2<sup>nd</sup>, 2021 and ending on June 30<sup>th</sup> 2021. The Unit price may change during the period of contract to conform to any change in price made by National Government.

#### C. Delivery Terms

This specific procurement is made throughout the term of the agreement as follows:

1. 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. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall read and construed as an integral part of the contract:
  - a. The Notification of Contract Award
  - b. This Agreement
  - c. Technical Specifications
  - d. SCHEDULE (S) OF DELIVERY
  - e. List and locations for delivery
  - f. The supplier's submitted quotations

4. 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.
5. The Purchaser hereby covenants to consider pre-paid approach to 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.

**D. Technical Specifications:**

The Supplier shall ensure that the diesel, gasoline and related services comply with the technical specifications and other provisions of the Agreement.

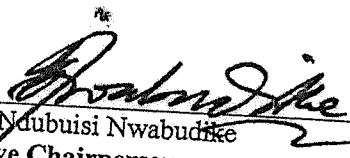
**E. Warranty:**

The Supplier warrants that the diesel, gasoline and lubricants suit the intended purpose, unless provided otherwise in the Contract agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO AND SET THEIR HANDS AND AFFIX THEIR SIGNATURES THERETO ON THE DATE, MONTH AND YEAR FIRST WRITTEN ABOVE.

FOR AND ON BEHALF OF PURCHASER (LACC)

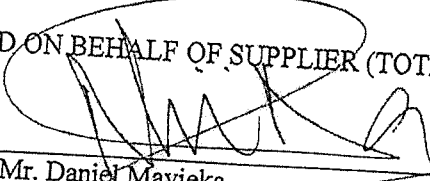
Signed: \_\_\_\_\_

  
Cllr. A. Nwabuisi Nwabudike  
Executive Chairperson

\_\_\_\_\_  
Date

FOR AND ON BEHALF OF SUPPLIER (TOTAL LIBERIA LIMITED)

Signed: \_\_\_\_\_

  
Mr. Daniel Mayieka  
Managing Director

02/01/2021  
\_\_\_\_\_  
Date