

**FUEL SUPPLY FRAME WORK CONTRACT BETWEEN  
SUPER PETROLEUM  
AND  
LIBERIA IMMIGRATION SERVICE**

**INTRODUCTION**

This Agreement is made and entered into on the 27<sup>th</sup> day of September A.D 2021 between the Super Petroleum Company whose address is on Capitol Bye Pass, Monrovia, represented by its General Manager **Mr. A. Karim Kanneh** and the LIS, represented by its Commissioner General, **Hon. Robert W. Budy, Sr.** whose address is: Airfield, Sinkor, Monrovia, Liberia.

That:

1. The LIS hereby enters into an Agreement with Super Petroleum Company for the supply of diesel and gasoline for its operations in Monrovia and other parts of Liberia. Similarly, LIS offers to purchase all of its diesel fuel and gasoline from the vendor (Super Petroleum Company) for the duration of this Agreement, unless there are any unexpected circumstances beyond the Agency's control.
2. In like manner, the "vendor" (Super Petroleum) has accepted to supply the entity's diesel and gasoline needs during this Special budget period 2021/2022. Provided it is not otherwise constrained or hindered by unexpected circumstances beyond its control, and also hereby assures the "customer" of a very competitive services and price structure in the market.
3. Super Petroleum wishes to accept and enter into this Agreement with LIS for the sole purpose of transacting business on a normal "vendor / customer" basis.


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

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

1. The buyer and or "customer" shall mean the LIS represented by its Commissioner General, Hon. Robert W. Budy, Sr.
2. The "supplier" shall mean Super Petroleum represented by its General Manager or an officially designated personnel of the company.

B. **FUEL PRICES:**

All prices quoted herein are in the United States dollars (USD). The unit price shall be adjusted based on the advice of the Ministry of Commerce and Industry in respect to the recommended retail price of petroleum products. Such changes shall be in line with Government approved prices and shall be communicated to the "buyer" as soon as practicable. Tax free entities are responsible for the processing of their tax free permits at the Ministry of Finance Development Planning (MOFDP).



<u>Duty Paid</u> <u>Price Per gallon</u>	<u>Duty Free</u> <u>Price Per gallon</u>	<u>Product</u>
\$3.80 USD	US\$3.40	Diesel Fuel
\$3.70 USD	US \$3.25	Gasoline
1. Frame work Contract Quantity-	<u>product</u>	<u>Amount</u>
CONTRACT VALUE: FRAME WORK ARRANGEMENT		

#### C. PRODUCT DELIVERY

1) The supplier shall source, supply and deliver diesel fuel and gasoline to the "buyer"(LIS) at all Super Petroleum's Service stations through the Super Petroleum's coupon system.

Also, requests for products under the government voucher system are subject to the approval of the BGA / MOFDP.

2. Delivery of products will be made as shall be requested and agreed upon under "fuel prices" above. That is to say upon full payment.

3) Invoices and delivery orders will be issued for all quantities of products delivered to the account of the "buyer" which documents are to be signed by the receiver for the buyer.

4) Security of Super Petroleum 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.

#### D. PAYMENT TERM:

1. All payments shall be made by MOFDP/Direct deposit system in favor of the Super Petroleum and paid to the supplier's designated officer before the delivery of the Products being requested by the customer.

#### E. FORCE MAJEURE:

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 Agreement shall automatically be revived, subject, however, to adjustment in prices, transport costs and delivery arrangements as herein contained to reflect prevailing market conditions.

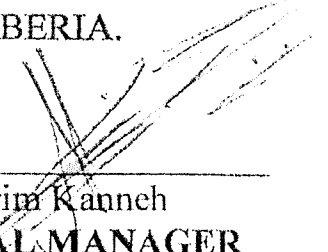
#### F. DURATION / TERMINATION:

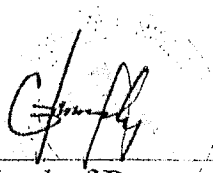
This Agreement shall commence on the 1<sup>st</sup> day of July A.D 2021 and expire on the 31<sup>st</sup> day of December A.D 2021. This Agreement may be terminated by either party notifying the others within seven (7) working

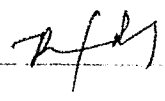
days in advance of actual termination date as a result of non-performance of the terms and conditions of the Agreement by either party.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET THEIR HANDS ON THIS DOCUMENT ON THE DATE AND IN THE YEAR ABOVE WRITTEN IN THE CITY OF MONROVIA, LIBERIA.

  
WITNESS

  
A. Karim Kanneh  
**GENERAL MANAGER**  
Super Petroleum

  
Head of Procurement  
WITNESS

  
Robert W. Budy, Sr.  
**COMMISSIONER GENERAL/LIS**  
Liberia Immigration Service