



**SERVICE CONTRACT BETWEEN  
BETWEEN  
LIBERIA REVENUE AUTHORITY  
AND  
SUPER PETROLEUM**

REPUBLIC OF LIBERIA  
MONTSERRADO COUNTY)

## CONTRACT FOR PROCUREMENT TO SUPPLY PETROLEUM PRODUCTS TO THE LRA

THIS CONTRACT FOR THE PROCUREMENT of the Supply of Petroleum Products to the LRA is made and entered into this 1<sup>st</sup> day of September A. D. 2021, by and between the Liberia Revenue Authority (LRA) situated at its Headquarters, ELWA Junction, Paynesville City, Liberia represented by its Deputy Commissioner General for Administrative Affairs, Mr. Aaron B. Kallie (here-in-after known and referred to as the "Purchaser") and Super Petroleum, Inc. situated at Capital By-Pass, Monrovia, Liberia represented by its General Manager, Mr. A. Karim Kanneh (here-in-after known and referred to as the "Supplier") both of whom are collectively referred to herein as parties.

### RECITAL

WHEREAS, the Purchaser desires to procure Petroleum Products for the use of the LRA;

WHEREAS, the Purchaser requested Price Listing in keeping with the Public Procurement Act through the Sole Source Method;

WHEREAS, the Purchaser will authorized a representative of the LRA that will sign for the Coupons from the Supplier, Super Petroleum's Office;

WHEREAS, the Purchaser is responsible to ensure that its storage tanks are properly calibrated and free of any defect, such as leakages or sludge that may cause shortages; and,

WHEREAS, the exchange rate for USD is based on the Ministry of Commerce & Industry Price Circular.

NOW THEREFORE, the Purchaser and Supplier have mutually understood and agreed to perform the obligations pursuant to terms and conditions as herein stated:

### 1. TERMS

The Supplier shall supply Petroleum Products to the Purchaser and the Purchaser will authorized a representative of the LRA that will sign for the Coupons from the Supplier, Super Petroleum's Office within Fiscal Year September 1, 2021 or up to end of 31<sup>st</sup> December, 2021 as mentioned herein or upon the full exhaustion of the a specified quantity requested herein; whichever one comes first, as per requirements in LRA quantity listing or as may be subsequently agreed to by the parties in writing.

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## 2. DUTIES OF THE SUPPLIER

The Supplier shall perform the following duties:

- a. The Supplier shall supply the Liberia Revenue Authority Petroleum Products to be delivered by the Supplier to the offices of the Purchaser as and upon receipt of Purchase Order and signed contract;
- b. The Supplier shall perform this contract in accordance with the Detailed Technical Specifications as indicated within Quotation.
- c. The Supplier shall provide and supply Petroleum Products as provided in the contract and accordingly bill the Purchaser; and
- d. The Supplier shall be responsible for immediate replacement of all shortages incurred by Supplier during transport and supply of Petroleum Products to the Purchaser.

## 3. DUTIES OF THE PURCHASER

The Purchaser shall perform the following duties:

- a. The Purchaser shall be responsible to ensure that its storage tanks are properly maintained and free of any defect, such as leakages or sludge that may cause shortages
- b. The Purchaser shall authorize a representative of the LRA that will sign for the coupons from the Supplier, Super Petroleum's Office.

## 4. PAYMENT

### a. Ceiling

For and in consideration of the goods to be supplied by the Supplier under this Contract, the Purchaser shall pay to the Supplier, and the Supplier shall accept from the Purchaser, the below listed unit prices for the supply of Petroleum Products:

No.	Item Description	Unit Price
1.	Diesel in Coupon	3.80
2.	Diesel in Bulk	3.62
3.	Gasoline in Coupon	3.70
4.	Transportation on Bulk	0.05

### b. Unit Price

It is mutually agreed and understood that the above quoted unit prices are subject to upward or downward adjustments based on fluctuations in petroleum prices on the World Market.

### c. Additional fee for replacement of expired coupons

The Supplier shall be obligated to replace all expired coupons presented by the Purchaser in a timely manner on a (12%) twelve percent deduction.

### d. Taxation

There is an obligation to withhold taxes on payments pursuant to Section 908 of the Liberia Revenue Code of 2000 as Amended (Code); therefore, the Purchaser shall withhold 1% on every payment and remit same to the General Revenue Account.

**c. Payment Conditions**

Payment shall be made in United States Dollars or its Liberian Dollar equivalent at the prevailing exchange rate based on the Central Bank of Liberia Rate stated on the Circular of Commerce and Industry Price Circular. Payment shall be made not later than the fifth day of the month following submission of invoice and supporting documents approved by the designated oversight authority. Payment shall be made by check.

**5. CONTRACT ADMINISTRATION**

The Purchaser designates the Deputy Commissioner General Administrative Affairs as its Oversight Authority who shall be responsible for the coordination of activities under this contract.

**6. CONFIDENTIALITY**

The Supplier shall keep all information obtained during the course of this Contract confidential in keeping with the Liberia Revenue Code of 2000 as Amended.

**7. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE SUPPLIER**

a. The failure or refusal by the Supplier to timely perform any obligation under this Contract and

b. The failure or refusal of the Supplier to immediately replace all shortages incurred during transport and supply of Petroleum Products to the LRA, within reasonable time.

**8. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE PURCHASER**

a. The failure or refusal by the Purchaser to timely perform any obligation under this Contract

b. The failure or refusal of the Purchaser to pay any amount owed hereunder to the Supplier within thirty (30) days following written notices from the Supplier for the amount due.

**9. FORCE MAJEURE**

In the case of "Force Majeure" neither party shall be in default on account of non-performance or assume liability for any performance or responsibility. Force Majeure includes consequence arising out of the interruptions of its performance under this Contract by epidemics, fire, flood, unusually severe weather, any extraordinary natural disturbances, acts of nature or public enemy, act of civil commotion, riot, acts of terrorism, insurrections, hostilities blockades, embargoes, unforeseen market shortages or any cause beyond the reasonable control of such party, which arise without the fault or negligence of such party, and that results in delay of performance hereunder. Any such delay resulting from such events, the defaulting party shall use its best efforts to notify the other party within 30 days after the occurrence of such an event and the cessation thereof.

**10. SAVINGS OR SEVERABILITY CLAUSE**

If any term of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, then this contract, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

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#### **11. GOVERNING LAW.**

This Contract shall be construed and enforced in accordance with the laws of the Republic of Liberia.

#### **12. ASSIGNMENT**

This Contract shall not be assigned by either party without the prior written consent of the other party.

#### **13. DISPUTE RESOLUTION**

Any dispute arising out of this contract which cannot be amicably settled between the parties shall be referred first to arbitration then to adjudication in accordance with the laws of the Republic of Liberia.

#### **14. TERMINATION**

The Purchaser may terminate this Contract with at least ten (10) working days prior written notice to the Supplier after the occurrence of any of the events specified in paragraph (e) of this Clause:

- a. If the Supplier does not remedy a failure in the performance of its obligations under the Contract within five (5) working days after being notified, or within any further period the Purchaser may have subsequently approved in writing;
- b. If the Supplier becomes bankrupt or insolvent, but not arising from activities outside the contract;
- c. If the Supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing LRA Policies of the laws of the Republic of Liberia) in competing for or in performing the Contract;
- d. If the Supplier is adjudged guilty of any criminal offense or is found liable in a civil matter; and
- e. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### **15. ENTIRETY OF CONTRACT AND AMENDMENT.**

The terms and conditions set forth herein constitute the entire Contract between the parties and supersede any communications or previous contract with respect to the subject matter of this Contract. There are no written or oral understandings directly or indirectly related to this Contract that are not set forth herein. No change can be made to this Contract other than in writing and signed by both parties.

#### **16. BINDING CLAUSE**

This Contract shall be binding upon and inure to the benefit of the parties, successors, and assigns of the parties hereto as may be permitted. Any assignment made contrary to this Contract shall be void and unenforceable.

IN WITNESS WHEREOF, THE PARTIES HAVE  
SET THEIR HANDS AND AFFIXED THEIR  
SIGNATURES ON THIS INSTRUMENT ON THE  
DAY AND DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:

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W. Steward 21.09.2021

Aaron B. Kollic

For and on behalf of the "PURCHASER"

A. Karim Kanneh  
For and on behalf of the "SUPPLIER"