

REPUBLIC OF LIBERIA
MINISTRY OF FINANCE AND DEVELOPMENT PLANNING
P.O. BOX 10-9015
1000 Monrovia, 10 Liberia



CONTRACT NO: MFDP-S-008-19/20

SERVICE CONTRACT

**BETWEEN THE MINISTRY OF FINANCE
AND DEVELOPMENT PLANNING (MFDP)**

&

**SUPER PETROLEUM INC.
FOR
THE SUPPLY OF PETROLEUM TO THE
MINISTRY OF FINANCE AND
DEVELOPMENT PLANNING (MFDP)**

This Service Contract is made and entered into this 1 day of NOVEMBER A. D. 2019, by and between the Ministry of Finance and Development Planning (MFDP), Republic of Liberia, represented by its Deputy Minister for Administration, Hon. Rebecca Younger McGill, located at Broad and Mechlin Streets, Monrovia, Liberia, (herein after known and referred to as **MFDP**) and Super Petroleum Inc., a Corporation existing and operating under the laws of the Republic of Liberia, represented by its Chief Executive Officer (CEO), **Mr. Karim Kanneh**, also of the City of Monrovia, Republic of Liberia (herein after known and referred to as **SUPPLIER**).

WITNESSETH

WHEREAS, sensitive of the need to provide petroleum products to the Ministry of Finance and Development Planning (MFDP) to run the operation of the Government of Liberia's Pro-poor Agenda for Prosperity and Development (PAPD);

WHEREAS, convinced that the supply of petroleum products is necessary in providing the Ministry of Finance and Development Planning (MFDP) petroleum products for the use of its vehicles and general to the Government of Liberia's as described above;

WHEREAS, encouraged by the selection of the Super Petroleum Inc., a competent Liberian company vetted and procured as a consequence of the employment a Request for Quotations (RFQ) procurement method;

WHEREAS, based upon the premises enumerated above, the Ministry of Finance and Development Planning (MFDP), do hereby contract the Super Petroleum Inc., for the provision of the foregoing services described herein;

NOW THEREFORE, in consideration of the mutual promises contained herein, the Ministry of Finance and Development Planning (MFDP), and Super Petroleum, for the supply of petroleum products and valuable consideration, mutually agree to the following terms set forth below:

I. CONTRACT DOCUMENTS

Documents under this Contract consist of the following:

- A. Document evidencing the selected procurement method (**Appendix A**);
- B. The Consultant's Current Business Registration (**Appendix B**);
- C. The Consultant's Current LRA Tax Clearance (**Appendix C**);
- D. Details of the Consultant's Scope of Services (**Appendix D**);
- E. All other documents referenced heretofore, not specifically attached to this contract, by incorporation, constitute part of the contract documents.

II. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

This CONTRACT shall commence on 1st day of November A.D. 2019 and expire on the 30th day of June 2020.

III. DESCRIPTION OF SERVICES

The SUPPLIER shall supply the goods and make available all of the products and supply required under this contract, which are to be consistent with the plans and specifications for the supply of petroleum products to the ministry. All supplies shall meet and be in conformity with acceptable standards consistent with the Supplier services to be provided hereunder. No supply shall be considered as acceptable until final examination and approval by the MINISTRY OF FINANCE AND DEVELOPMENT PLANNING (MFDP). The details of the works to be undertaken by the SUPPLIER are contained within in the Supplier Scope of Services attached to this Contract as Appendix D.

IV. THE CONTRACT PRICE

The Ministry of Finance and Development Planning (MFDP) shall pay or caused to be paid to the SUPPLIER the unit sum of **Three United States Dollars Fifteen Cents (\$3.15)** per gallon of Gasoline and **Three United States Dollars Eighty Cents (\$3.80)** per gallon of Diesel to be supplied. This unit price is subject to change based on the monthly price circular from the Ministry of Commerce and the Liberia Petroleum Refining Company (LPRC).

V. PAYMENT AND DELIVERY

- A. The total cost provided for under this contract is **One Hundred Twenty Nine Thousand Nine Hundred Seventy Two United States Dollars (US\$129,972.00)**. The Ministry of Finance and Development Planning (MFDP) may utilize less than the amount stipulated hereunder or may exceed if the need arises. The Ministry is not legally bound to the contractor for the stated amount. Super Petroleum Company agrees to deliver the Petroleum Products within a reasonable period of time depending on the request and operational needs of the Ministry.
- B. The MFDP shall pay against the SUPPLIER's invoice for quantities supplied on an approved Purchase Order from the MFDP. All such payments are to be made within thirty (30) days of the presentation of the invoice. Payments made beyond thirty (30) days shall not be deem nor constitute a breach to this contract.

VI. CONFIDENTIALITY AND NON-DISCLOSURE

In the absence of Agreement between the parties and unless otherwise agreed or required by law, the Consultant agrees not to publish, distribute, reveal or in any way disclose any information data and other material, whether of a business technical, financial, operational, administrative, marketing acquired as a consequence of the supply of goods to be rendered, either directly or through its authorized agents within the public domain.

VII. NOTICES

All notices or other communication between the parties in relation to this Contract, shall be written in the English Language, and sent by either by hand delivery, or couriered by email transmission to the authorized representative(s) of the party due to receive said notices through their business or email addresses, as set forth below:

For the **MFDP**:
The Deputy Minister for Administration
Ministry of Finance & Development Planning
Broad & Mechlin Streets
Monrovia, Liberia

For the **SUPPLIER**:
Mr. Karim Kanneh
CEO, Capitol Bye-Pass,
Monrovia, Liberia

VIII. ASSIGNMENT

This Contract and the rights there under shall not be assigned by any of the parties to a third party or parties without the written and signed consent by the authorized representative (s) of the other party.

IX. AMENDMENTS/MODIFICATION

The parties agree that this Contract cannot be modified in whole or in part, except through the written consent of both parties under terms and conditions to be negotiated. Any such modification shall be duly executed as an addendum.

X. LICENSE-WARRANTY

The SUPPLIER shall ensure those at all times during the terms of this Contract, its operation license shall be in full force and effect.

XI. PLANS

The Ministry of Finance and Development Planning (MFDP) shall give prior approval to any alterations or adjustments to the Scope of Services, attached to this Contract as **Appendix D**.

XII. INDEMNITY

Consultant accepts to and does hereby hold the Ministry of Finance and Development Planning (MFDP) and the Government of the Republic of Liberia (GOL), free from any and all claims, events, costs, expenses or Attorney's fees arising out of the acts or lapses of SUPPLIER, its employees, agents or suppliers.

XIII. TERMINATION

The MINISTRY may terminate this CONTRACT for cause or convenience, provided however, that the Consultant is compensated fully for all services provided at the time of termination. The contractor shall also restitute to the Ministry all monies received for unperformed services upon termination for cause or convenience.

The Ministry shall also terminate this contract, if the MINISTRY determines that the SUPPLIER is failing to timely execute scheduled services contained within the Work Schedule, or is in breach of any term or terms of this contract.

Additionally, the contract may be terminated by either the MINISTRY or SUPPLIER upon the issuance of thirty (30) days prior notice to the other party. If this Contract is terminated for cause, pursuant to the notice of the thirty (30) days provision as stated herein, the SUPPLIER shall be bound to the conditions of this contract as to the completion of all unfinished services prior to the issuance of the thirty (30) days' notice.

XIV. HOLD BACK AND COMPLETION

Upon the termination of this contract for cause, the MINISTRY may hold back all equivalent sums, until services required for the payment of said sum are completed. If SUPPLIER is required to complete services or subcontract the remaining portion of said services, the SUPPLIER shall be fully responsible to pay the full cost for the completion of the portion of said services.

XV. SEVERABILITY AND SURVIVABILITY

If any term or clause of this Contract is nullified by a court of law, the remnants of the Contract shall remain enforceable. The terms and conditions of the Contract shall be binding upon the parties hereto, their legal representatives, assigns, and successors-in-interest as if they were specifically mentioned herein by name.

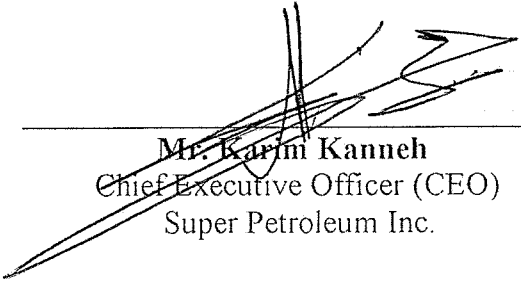
XII. ENTIRE AGREEMENT

This contract with all its incorporated documents represent and constitute the entire agreement between the parties and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representation or agreements, either written or oral. The Contract shall be construed under the laws of the Republic of Liberia.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day and year written below:

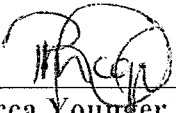
IN THE PRESENCE OF:

FOR THE SUPPLIER:



Mr. Karim Kanneh
Chief Executive Officer (CEO)
Super Petroleum Inc.

FOR THE MFDP:



Hon. Rebecca Younger McGill
Deputy Minister for Administration