

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

PETROLEUM FRAMEWORK AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July A. D. 2019 by and between the Ministry of State for Presidential Affairs, represented by and thru its Deputy Minister, Honorable G. Wesseh Blamoh, Finance Minister, Honorable Samuel D. Tweah, Jr. and Justice Minister, Frank Musah Dean, Jr. referred to as the ("CUSTOMER"), and Mayoubah & Sons Inc., represented by its General Manager, Mr. Amadu Sheriff, referred to as the ("SUPPLIER"). The CUSTOMER and the SUPPLIER are herein collectively referred to as the PARTIES:

WITNESSETH

WHEREAS, the office of the Minister of State for Presidential Affairs was established by an Act of the Legislature to enhance the efficiency of the Office of the President;

WHEREAS, in furtherance of the Customer's mandate, the Customer employed a Restricted Bidding Process for the supply of petroleum products, and in compliance with the PPC ACT and requirements under the bidding process the Supplier was declared a winner of Lots 2 Bulk for the supply of petroleum product at the unit price of US\$3.60; and,

WHEREAS, the Parties have agreed to enter into a contractual relationship for the supply of diesel to the Customer in keeping with the Customer's demand; and,

WHEREAS, the Parties desire to memorialize their understanding in this writing;

NOW THEREFORE, the Parties agree as follows:

ARTICLE I: REPRESENTATION AND WARRANTIES OF THE CUSTOMER AND THE SUPPLIER

- 1.1 The Customer hereby engages the service of the Supplier for the coupon products to its Ministry.
- 1.2 The Supplier hereby accepts the request made by the Customer for the supply of bulk product as contained in Lots 2 of the bid documents.
- 1.3 The Supplier warrants that it has the capacity to supply petroleum products to the Customer in an expeditious manner and on demand as required by the Customer.
- 1.4 The Customer warrants that it has the capacity to pay the Supplier for petroleum products as stipulated herein.

ARTICLE II: AGREEMENT AMOUNT

- 2.1 In consideration of Petroleum Products to be supplied by the Supplier to the Customer, the unit price per gallon shall be for Lot -2 coupon, US\$3.60 per gal and the sum total not to exceed the said amount of US\$453,600.00 (United States Dollars Four Hundred Fifty Three Thousand Six Hundred) within the period July 1, 2019 to June 30, 2020.

the appropriate documentation from the Ministry of Commerce & Industry. With respect to the change in price of petroleum products, there shall be an adjustment in the quantity of gallons to be supplied to the Customer in accordance with the new price.

- 2.3 The Parties agree that the Customer shall pay the Supplier from the Agreement Amount, only for petroleum products received from the Supplier, and that payment shall be made not later than thirty (30) days after receipt of invoice by the Customer from the Supplier for products supplied.

ARTICLE III: DURATION

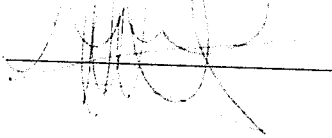
- 3.1 This Agreement is valid for a period July 1, 2019 to June 30, 2020.

ARTICLE IV: MISCELLANEOUS PROVISION

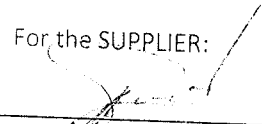
- 4.1 No failure or delay on the part of either party to exercise any right, power, or privilege, shall operate as a waiver of such right, power, or privilege, nor shall the exercise of such right, power, or privilege of any single right, power, or privilege preclude either party from exercising any of the other rights, powers, or privilege provided for herein. That any party wishing to terminate the Agreement may give a (30) day notice and cause for termination to the other party.
- 4.2 This Agreement may not be assigned in part or in whole to any third party without the expressed written consent of the Customer.
- 4.3 This Agreement is binding on the parties hereto, their successors-in-office or business and legal representatives as if they were specifically named herein.

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


IN THE PRESENCE OF:

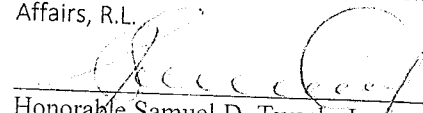



For the SUPPLIER:


Mr. Amadu Sheriff
General Manager

For the CUSTOMER:


Honorable G. Wesseh Blamoh
Deputy Minister of State for Presidential
Affairs, R.L.


Honorable Samuel D. Tweah, Jr.
Minister, Ministry of Finance


Honorable Frank Musah Dean, Sr.
Minister, Ministry of Justice

