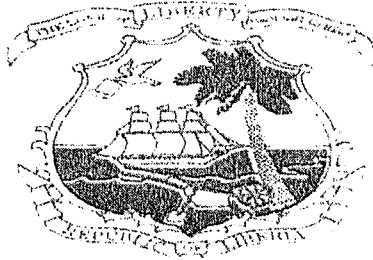


**REPUBLIC OF LIBERIA**  
**MINISTRY OF MINES AND ENERGY**



**CONTRACT No.: IFB No, MME/SBA/RB/001/SFY/2021**

**Supply of Petroleum Products Framework Agreement**

**Between the**

**Ministry of Mines and Energy  
UN Drive, Capitol Hill  
Monrovia, Liberia**

**And**

**Aminata & Sons, Inc.  
Corner of Ashmun & Mechlin Streets  
Monrovia, Liberia**

**November 2021**

REPUBLIC OF LIBERIA  
MONTSEERRADO COUNTY

CONTRACT

This Contract is made and entered into this 23<sup>rd</sup> day of November, 2021 by and between the **Ministry of Mines and Energy**, UN Drive, Capitol Hill, Monrovia, Liberia represented by its **Minister, Gesler E. Murray** (herein after known and referred to as the "Purchaser") and **Aminata & Sons, Inc.**, party of the first part and of the Corner of Ashmun & Mechlin Streets, Monrovia, Liberia represented by its **Chief Executive Officer (CEO), Emmanuel T. Togba** (herein after known and referred to as the "service provider") of the other part." The Service Provider and Purchaser are hereinafter jointly referred to as the "Parties" and individually as the "Party", hereby:-

WITNESSETH:

**WHEREAS**, in keeping with the PPC Act, the Ministry of Mines and Energy sent out Invitation for Bids (IFB) through Restricted Bidding (RB) Method for the procurement of Petroleum Products for Special Budget year 2021;

**WHEREAS**, the Vendor (supplier) and others submitted bids to participate in the competitive procurement process;

**WHEREAS**, an evaluation of the submissions was done in keeping with criteria streamlined in the Invitation for Bid issued to bidders and **Aminata & Sons, Inc.** emerged as the most responsive bidder;

**WHEREAS**, Ministry of Mines and Energy offers this contract to **Aminata & Sons, Inc.** on the basis of being the most responsive bidder and the vendor has accepted said contract;

**WHEREAS**, the Service Provider is a Liberian company engaged in the sales of petroleum products within the Republic of Liberia;

**WHEREAS**, the Purchaser is a public entity that is by law responsible for regulating all activities relating to Minerals, Water, Energy Resource, Exploration, Confirmation and Development in the Republic of Liberia;

WHEREAS, the Purchaser has requested the Service Provider to provide services, and has agreed to provide the herein described services on terms and conditions stated hereunder;

WHEREAS, the Service Provider has represented to the Purchaser that he/it possesses the requisite skills and capacity required to provide the herein described services to the Client;

NOW, THEREFORE, for and in consideration of the fees, promises, covenants and agreements set forth herein, the Parties hereby agree as follows:

**1. Obligations of Supplier:**

During the contract period, upon issuance of relevant purchase orders (Internal/External) by the Purchaser from time to time, the supplier shall in a timely manner supply the quantity of petroleum products (gasoline and diesel/fuel) specified therein. Such supply shall be determined by the monthly allotment (Special Fiscal Year 2021) received by the Purchaser from the Ministry of Finance and Development Planning and the Purchaser's internal funds. The Purchaser shall designate an officer to coordinate the services to be performed.

**2. Contract Price:**

That the Purchaser shall pay for such services at the price in the quotation made as part of this Agreement or the LPO, following inspection, delivery or upon completion and verification of the service. The unit prices quoted and referenced herein per gallon are as follow:

- a. Diesel One Gallon at **Three United States Dollars and Eighty Cents (US\$3.80);**
- b. Gasoline One Gallon at **Three United States Dollars and Seventy Cents (US\$3.70);** and
- c. That the Purchaser shall pay for such products (diesel and gasoline) at the GOL regulated price.

**3. Delivery:**

Delivery shall be made immediately upon signing of contract and issuance of duly signed Local Purchase Order (LPO).

**4. Schedule of Payments:**

That payment shall be made after signing of contract, issuance of LPOs and delivery or performance of service.

## 5. Duration:

That this Contract shall operate for a period of one fiscal year commencing on **November 23<sup>rd</sup>, 2021** up to **December 31, 2021**.

## 6. Conditions of Contract:

In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of contract attached below. The following document shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- i. This Agreement
  - ii. Technical Requirements
  - iii. Schedule(s) of Delivery
  - iv. List and Locations for Delivery
  - v. The supplier's submitted Quotations
  - vi. Documents Evidencing Delivery
7. In consideration of the payments to be made by the purchaser to the service provider the service provider hereby covenants with the purchaser to provide or perform the services and /or to remedy defects therein in conformity in all respects with the provisions of the contract.
  8. The purchaser hereby covenants to pay the service *provider* in Consideration of the provision of the 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 the times and in the manner prescribed by the contract.
  9. Any unexcused delay by the Service provider in the performance of its delivery, obligations shall render the Service provider liable to a minimum penalty of 0.5% of the delivery price of the delayed Services for each week of delay, until actual delivery up to a maximum deduction of 10% of the delayed services and in addition to the termination of the contract for default.
  10. Once the purchaser terminates the contract in whole or in part, the purchaser may procure upon such terms and in such manner, as it deems appropriate service similar to those and the Service Provider shall be liable to the Purchaser for any excess costs.

## 11. Dispute Resolution:

In the event any dispute relating to, arising out of or in connection with this Contract, or its construction, operation, termination or cancellation, the Parties shall attempt an amicable settlement of such dispute by means of negotiation. If the Parties cannot resolved the dispute within a reasonable period of not less than thirty (30) days, then

either Party may submit the dispute to a court of competent jurisdiction in accordance with the laws of the Republic of Liberia.

#### **12. Applicable Law**

The Law applicable to this contract shall be the Laws of the Republic of Liberia.

#### **13. Taxes and Duties**

The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the Government of Liberia.

#### **14. Warranty**

The Service provider shall:

- a. Make such changes, modification and/or additions to the service or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract as its own cost and expense and to carry out further tests. Or
- b. Pay liquidated damages to the purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.50% of the contract price per day up to a maximum of 10% and thereafter, the contract shall be terminated.
- c. The period for correction of defects in the warranty period is 20 days after notification of defect.

#### **15. Force Majeure:**

If as a result of Force Majeure any Party is rendered unable to carry out its obligations under this Contract, the Party claiming Force Majeure shall notify the other Party of the Force Majeure within a reasonable time after the occurrence of the facts relied on and shall keep the other Party informed of all significant developments. The obligations of the Party shall be suspended during the Force Majeure period. The affected Party shall use all reasonable diligence to remove or overcome the Force Majeure situation as quickly as possible.

#### **16. Termination:**

That this Contract may be terminated by either party at any time prior to its end date, provided that a thirty (30) day prior written notification of discontinuance or termination is issued to the other party before the effective date of discontinuance or termination.

**17. The Contract:**

This Contract shall constitute all the agreements and representations made by the Parties to each other, and shall not be construed otherwise than those terms and conditions set forth herein. No modification or alteration of this Contract shall be valid unless evidenced by the expressed written agreement duly signed by both Parties.

**18. Notices:**

- a) Purchaser's address for notice purposes:  
**Gesler E. Murray**  
**Minister**  
**Ministry of Mines and Energy**  
**UN Drive, Capitol Hill**  
**Monrovia, Liberia**
- b) Service Provider's address for notice purposes:  
**Emmanuel T. Togba**  
**Chief Executive Officer**  
**Aminata & Sons, Inc.**  
**Corner of Ashmun & Meehlin Streets**  
**Monrovia, Liberia**

**19. Validity of the Contract:**

This Contract shall not be valid and binding unless it is signed and stamped by the legal and sufficient authority of the Parties.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND AFFIXED THEIR SIGNATURES ON THE DAY, MONTH AND YEAR FIRST WRITTEN ABOVE.

**Aminata & Sons, Inc.:**

Name: Emmanuel T. Togba  
 Title: CEO  
 Date: Nov. 22, 2021

**Ministry of Mines and Energy:**

Name: Gesler E. Murray  
 Title: MINISTER  
 Date: 22 November 2021

Witnessed by:

Name: Laurine Knight  
 Date: Nov. 22, 2021

Witnessed by:

Name: Agnes MC Marshall  
 Date: 22 November 2021