

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

FRAMEWORK AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July A. D. 2021 by and between the Ministry of State for Presidential Affairs, represented by and thru its Deputy Minister, G. Wesseh Blamoh, Sr. referred to as the ("CUSTOMER"), and Gboni Enterprise, represented by its Chief Executive Officer, Mr. Boakai M. 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 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 Lot 2 Bulk for the supply of petroleum product at the price of US\$3.45; 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 the 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 number of gallon shall be for Lot-2 coupon, 31,695.65 for a period of six months @ unit price US\$3.45 per gal. Supplier shall supply 5,282 gals per month at the price of US\$18,222.90 (United States dollars Eighteen Thousand Two Hundred Twenty Two and Ninety cents) per month and the sum

2.2 The Parties also agree that in the event the agreed selling price for petroleum products fluctuate during this Agreement period, the Supplier shall, in writing inform the Customer of the change in price of the petroleum products, and attach the appropriate documentations 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 of six months July 1, 2021 to December 31, 2021.

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.

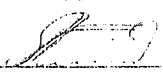
4.2 This Agreement may not be assigned in part or in whole to any third party without the expressed written consent of the Customer.

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.

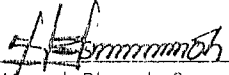
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND AFFIXED THEIR SIGNATURES ON THE DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF

For the SUPPLIER:


Mr. Boakai M. Sheriff
Chief Executive Officer

For the CUSTOMER:


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