

Republic of Liberia  
Montserrado County

## FRAMEWORK CONTRACT BETWEEN THE MINISTRY OF POST AND TELECOMMUNICATIONS AND SUPER PETROLEUM

This Framework Contract made and entered into this 4<sup>th</sup> day of November, A. D. 2019 by and between the Ministry of Post and Telecommunications, Headquartered in the City of Monrovia, County of Montserrado, Republic of Liberia, represented by the Minister/Post Master General, Honourable Cooper W. Kruah, Sr. (Cllr.), hereinafter referred to as the Party of the First Part, and The Super Petroleum, headquartered in Capitol Bye-Pass, in the City of Monrovia, County of Montserrado, Republic of Liberia, represented by its General Manager, Madam Miatta T. Fahnbulleh, hereinafter referred to as the party of the Second Part, do hereby,

### Witnesseth:

Whereas, the Party of the First Part is interested in the procurement of Petroleum Products (Fuel and Gas) from Super Petroleum;

Whereas, the Party of the First Part has consented to enter into this Contract with the Party of the Second Part for a period of eight (8) months, beginning from November 2019 to June 2020;

Whereas, the party of the Second Part has agreed to carry out the supply of Petroleum Products based on request from the Part of the First Part to meet the standards set in the bid Specifications for this purpose;

Whereas, both Parties have agreed and concluded that this Contract comes into full effect as of the date of signature;

Whereas, both Parties have agreed and concluded that this Contract will consider the payment term for each supply to be for a period of thirty (30) days of one working month and that the supply of new goods shall be based on the payment of the previous supplies; and,

NOW THEREFORE, the Parties have agreed as follows:

1. That, the Party of the Second Part shall carry out the supply of Petroleum Products based on request from the Party of the First Part mentioned herein. Such supply shall consist of a total of **8,523.7 Gallons of Gasoline** at the market value of \$3.15 per gallon and the fair total value will amount to **USD\$26,850 (Twenty-Six Thousand, Eight and Fifty United States** as set by the Government.

That the party of the second part shall carry out the supply of petroleum products based on request from the party of the first part mentioned herein, such supply shall be determined by the monthly allotment received by the party of the first part from the Ministry of Finance and Development planning on a draw down bases at the rate determine by the Government of Liberia through the Ministry of Commence for gallon of gasoline , based on the price a one cent discount will be deducted as quoted by the party of the second part

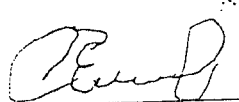
3. The monthly payment for Petroleum product will be made from the Ministry of Posts and Telecommunications' budget appropriation for FY 2019/2020. The unit price of petroleum products shall be determined or adjusted based on advice through the Ministry of Commerce and Industry monthly regulated pump price per gallon;

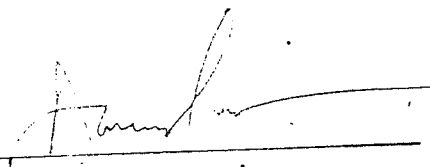
4. that the terms and conditions of this contract shall be automatically suspended in the instance of a "force Majeure" and shall only come into force after such "force Majeure" ceases to exist; and,


5. That full payment of petroleum products shall be based on a draw down payment process from the amount allotted by the Government of Liberia and that the value to be supplied shall not exceed what is contained in this agreement.

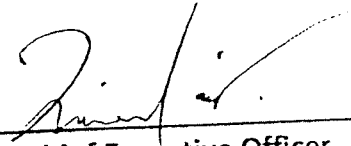
6. it is understood and agreed by the parties hereto that this contract with the terms and provisions shall not extend to and be binding on the parties hereto, their respective heirs, executors and successors during the full period herein granted.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURE AND SEALS BELOW ON THE DAY AND DATE FIRST ABOVE WRITTEN:

  
\_\_\_\_\_  
Hon. Edward K. Goba (Cllr.)  
Deputy Minister/Administration

  
\_\_\_\_\_  
Representative

  
\_\_\_\_\_  
Hon. Cooper W. Kruah, Sr. (Cllr.)  
Posts Master General

  
\_\_\_\_\_  
Chief Executive Officer

5.00 Revenue Stamp Affixed on the Original