

CONTRACT FOR THE SUPPLY OF FUEL/DIEZEL/GASOLINE PRODUCTS

THIS CONTRACT is made and entered into on this 12<sup>th</sup> day of JUNE A.D. 2023 by and between The Liberian Senate (hereinafter known as the "the Buyer" represented by its Chairperson on Rules, Order & Administration, **Senator Nyonblee K. Lawrence**, its Chairman on Ways, Means, Finance and Budget, **Senator Morris G. Saytumah**, and the Secretary of the Senate **J. Nanborlor F. Singbeh Sr.** and Aminata & Sons Inc. hereinafter known as "the Supplier", a Corporation registered under the Laws of the Republic of Liberia and having its principal place of business in Monrovia, represented by its Chief Executive Officer **Mr. Emmanuel Togba**.

**Witness:**

1. Whereas, the "Buyer" intends to apply a portion of its budgetary allocation to the procurement of Mixed Petroleum products.
2. Whereas, the "Buyer" hereby enters into a Contract with the "Supplier" for the purchase of diesel and gasoline for its operations. Additionally, the "Buyer" has decided to purchase all of its diesel fuel and gasoline from the "Supplier" for the duration of this agreement.
3. Whereas, in like manner, the Supplier" has accepted to supply the Buyer diesel and gasoline products during the life of this agreement and hereby assures the "Buyer" of a very competitive services and price structure in the market.
4. Whereas, Aminata & Sons Inc, wishes to accept and enter into this agreement with the Liberian Senate for the sole purpose of transacting business on a vendor/customer relationship basis.
5. Whereas, the unit price is subject to upward or downward changes in line with products costs and other conditions that may affect the oil market beyond the control of the supplier; such changes shall be in line with Government approved prices and shall be communicated to the "Buyer" as soon as practicable . Tax free entities are responsible for the processing of their tax free permits at the Liberia Revenue Authority.

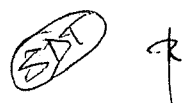
**NOW THEREFORE, IT IS AGREED AS FOLLOW:**

**A. DEFINITIONS:** In the context of this Agreement:

1. The Buyer shall mean the Liberian Senate and shall be represented by its Chairpersons on Rules, Order & Administration and Ways, Means, Finance & Budget, and the Secretary of the Senate.
2. The "Supplier" shall mean Aminata & Sons Inc. and shall be represented by its CEO.

**B. SCHEDULE (S) OF DELIVERY**

1. The supplier shall source, supply and deliver diesel fuel and gasoline to the "Buyer" at all Aminata service stations through Aminata coupon system or into customer's facilities through the Aminata bulk delivery system. Bulk delivery of products in Monrovia and its environs are subject to road conditions and additional cost for transportation as per destinations. Requests for product under the Government Voucher system are subject to the approval of the ASU/Ministry of Finance & Development Planning (MFDP). That quantity of petroleum products to be supplied



will be indicated on the face of the purchase order requesting monthly supply. Upon the approval of the voucher by the Ministry of Finance and Development planning, the Supplier shall supply the Buyer with the approved quantity of product reflected on the said voucher.

2. Delivery of products will be made as shall be requested and agreed upon under fuel prices above; that is to say upon full payment, or against purchase order.
3. Invoices and delivery orders will be issued for all quantities of products delivery to the account of the Buyer and those coupons shall be charged to his/her/their account.

#### C. PAYMENT TERM

1. The value of this agreement should not exceed the approved appropriation amount of One Million One Hundred Eight Thousand Three hundred Eighty Eight United States dollars (\$1,108,388.00USD) approved in the 2023 National Budget (January 1, 2023-December 31, 2023 for fuel and lubricants for the Liberian Senate.
2. The Buyer shall make a monthly request of fuel /gasoline out of the contract quantity of 291.681.05 gallons and shall not exceed same and the Supplier shall supply the said monthly amount of fuel and gasoline requested, and not exceed the total amount allotted for petroleum in the Supplementary Budget stated herein supra.
3. However, where a credit account has already been established and agreed upon between the parties, delivery of products shall be made against the customer's official purchase order, and payment are to be made by checks drawn in favor of Aminata & Sons Inc. and paid to its designated officer on or before the end of the agreed credit term.

#### D. TERMS AND CONDITIONS

1. This framework agreement is based on the pre-agreed unit price of US\$5.66 per gallon (hereinafter called the Unit Price), is subject to prevailing regulated price(s). The Supplier shall give a five cents discount to the buyer on each gallon of fuel/gasoline supplied as per the supplier submission. This discount is applicable every monthly supply.
2. The Liberian Senate will procure petroleum products for the period covering January 1, 2023-December 31, 2023 through an issuance of purchase order. These are products that will be required from time to time by the Liberian Senate.
3. As and when these products are supplied to the buyer, the supplier will present a voucher for payment, invoices and waybills evidencing effected supply and delivery of the products to the Liberian Senate.
4. The maximum duration of the agreement is limited to Twelve Months, (January 1, 2023 December 31, 2023).
5. The contract shall prevail over all other documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in order listed above.
6. In consideration of the payments to be made by the purchaser to the Supplier as hereinafter Mentioned the supplier hereby covenants with the purchaser to provide the goods and services and to remedy the defects therein conformity in all respects with the provisions of the contract.



7. The buyer hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provision of the contract at the time and in the manner prescribed by the contract

8. The buyer shall make payment to the supplier on delivery and acceptance of the goods as well as Submission of delivery note, invoice and a way bill.

#### E. Termination

Notwithstanding, this framework agreement may be terminated earlier under any of The following scenarios;

A. In the event of failure to perform or other default on any of the provisions hereof by either the buyer or the supplier provided however, that said termination shall be effected only after the complaining party serves the defaulting party a notice of the default at least two (2) weeks in advance, to determine whether the party is otherwise unable to remedy or resolve the default.

b. In buyer's sole discretion and at buyer's behest, upon providing two (2) weeks written advance notice to the service provider, to indicate the date on which determination will become effective in the case of determination, future services shall be likewise cancelled and the buyer have no further obligation hereunder. Nothing in this agreement shall preclude either party from seeking judicial redress as might be deemed necessary to obtained relief.

#### F. FORCE MAJEURE

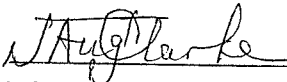
In the event of force majeure and other supervening events or conditions, making it impossible for this agreement to operate, its terms and conditions shall be automatically suspended and shall remain suspended until such time when the force majeure is removing. Immediately upon the removal of the force majeure, as shall reasonably be determined by both parties, the operation of document shall automatically be revived, subject, however, to adjustments in prices, transport cost and delivery arrangement as herein contained to reflect prevailing market conditions.

#### G. BINDING EFFECT

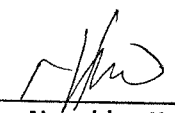
The obligations and benefits of this framework Agreement shall inure to, and be binding upon the parties hereto, their assigns and successor in interest as if they were specially named herein.

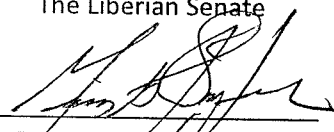
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN ACCORDANCE WITH THE LAWS OF LIBERIA ON THE DAY, MONTH AND YEAR INDICATED ABOVE.

For and on behalf of the Buyer:

  
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Witness

\_\_\_\_\_  
Witness

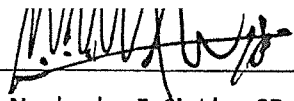
By:   
\_\_\_\_\_  
Senator Nyonblee Karngar Lawrance  
Chairperson, Rules, Order & Administration  
The Liberian Senate

BY:   
\_\_\_\_\_  
Senator Morris G. Saytumah  
Chairman, Ways, Means & Finance  
The Liberian Senate

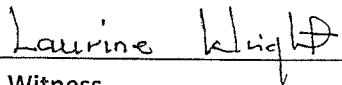


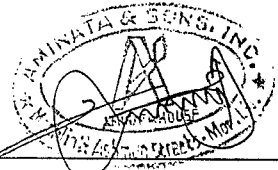


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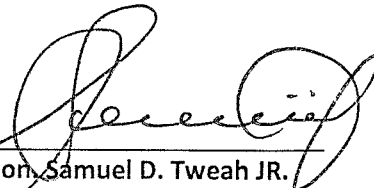
BY:   
J. Nanborlor F. Sogbe, SR.  
Secretary of the Senate

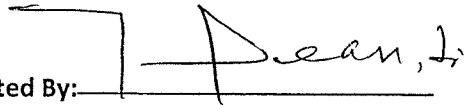
For and on behalf of the Supplier:

  
\_\_\_\_\_  
Witness

BY:   
Mr. Emmanuel Togba  
Chief Executive Officer  
Aminata & Son, Inc.

For and on Behalf of the State

  
\_\_\_\_\_  
Hon. Samuel D. Tweah JR.  
Minister of Finance & Development Planning  
Republic of Liberia

Attested By:   
\_\_\_\_\_  
Cllr. F. Musah Dean  
Minister of Justice, Attorney General  
Republic of Liberia