

Republic of South Sudan (RSS)
Office of the President

Ref: _____

Date: _____

RSS/MOPA/J/22.

20th June, 2026

Molana Athian

Head of Legal Department

Office of the president

Republic of South Sudan-Juba

Subject: Authorization to draft a contract fuel supply agreement between Swift Logistics Express Ltd and the Ministry of presidential Affairs.

Reference to the subject matter above, I am writing to your esteemed office for processing the contract as per the stated subject above.

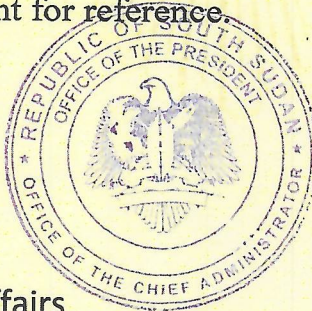
As per the attached documents, the office of chief Administrator conducted a thorough administrative and procurement procedures and concluded by contracting Swift Logistics Express Ltd to supply fuel to the Ministry of presidential Affairs.

Therefore, your prompt action to draft a contractual agreement between the Ministry of Presidential Affairs and Swift Logistics Express Ltd would be highly anticipated at the earlier.

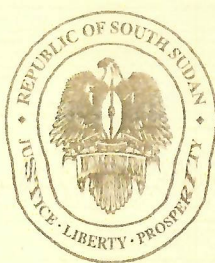
Find the attached document for reference.

With regards


Hon. Marik Nanga Marik
Chief Administrator
Office of the president
Ministry of presidential Affairs
Republic of South Sudan-Juba
Cc: File



Chief Administrator



Republic of South Sudan (RSS)
Office of the President

Ref: _____

Date: _____
17/06/2026

To: Mr. Jibril Mohamed Bashir
Managing Director,
Swift Logistics Express Co. Ltd.

**SUBJECT: LETTER OF OFFER FOR FUEL SUPPLY TO MINISTRY OF
PRESIDENTIAL AFFAIRS.**

Mr. Jibril Mohamed,

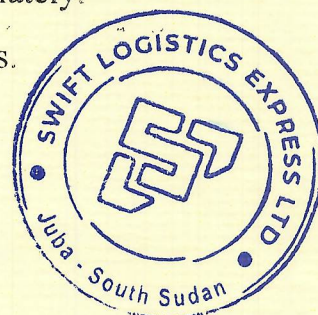
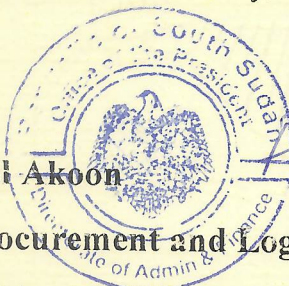
In reference to the aforementioned Subject, the Ministry of Presidential Affairs is hereby offering your company an opportunity to Supply Fuel to the Ministry of Presidential, quantity of **4,520,000 Litres of Fuel** at a cost of **3,164,000 USD**. However, your company should fulfil the Procurement procedures required by the **Public Procurement and Disposai of Assets Authority (PPDAA) ACT 2011**.

The committee would like your company to respond by writing on Official Letter Head by accepting our Offer. In addition, the Ministry of Presidential Affairs is requesting you to deliver two trucks of both Diesel and Petrol immediately.

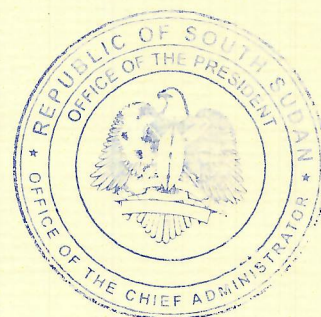
Please accept the assurances of my highest regards and considerations.

Best regards

Mr. Garang Bol Akoon
Director for Procurement and Logistics
Ministry of Presidential Affairs/RSS/Juba.



CC: Chief Administrator, Ministry of Presidential Affairs/RSS/Juba.
Cc: Director General for Administration & Finance, MOFA/RSS/Juba.



Republic of South Sudan
(RSS)
Office of the President



The Legal Administration

IN THE MATTER OF AN AGREEMENT
FOR
THE SUPPLY OF FUEL TO THE MINISTRY OF PRESIDENTIAL AFFAIRS

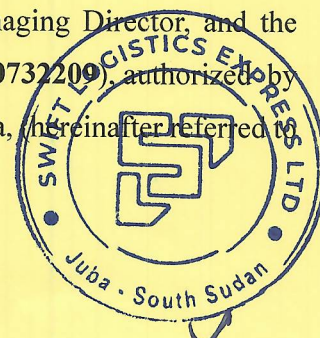
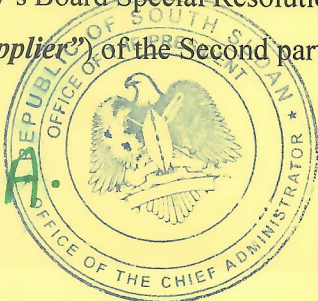
This **FUEL SUPPLY CONTRACT** (“**Agreement**”) is made and entered into on this 24th Day of June, 2026 A.D by and

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN (Ministry of Presidential Affairs), Republic of South Sudan, represented by **Hon. Marik Nanga Marik, The Chief Administrator**, Ministry of Presidential Affairs, duly authorized to sign this Contract (hereinafter referred to as the “**Purchaser**”) of the first part.

AND

SWIFT LOGISTICS EXPRESS LTD, a Company duly incorporated and registered in accordance with the laws of the Republic of South Sudan, and with its registered office in Juba, *vide* Incorporation certificate Registration No: 37,293 and dated 25th February in the year 2021, herein duly represented by **Mr. Jibril Mohamed Bashir**, the Managing Director, and the holder of South Sudan National Passport Number (SSD.PPT No: R00732209), authorized by a Company’s Board Special Resolution dated 1st January 2026, in Juba, (hereinafter referred to as the “**Supplier**”) of the Second part.



Both the "**Purchaser**" and the "**Supplier**" are hereinafter referred to individually as a "**Party**" and collectively as "**Parties**".

WHEREAS; The Purchaser has offered and requested for quotations from the Supplier, and it's desirous to contract the latter to supply and deliver fuel for the operations of the Ministry of Presidential Affairs.

AND

WHEREAS; the Supplier is willing, ready and qualified to supply the ordered and accepted quantity of Petroleum Products

NOW THEREFORE; in consideration of the mutual covenants and contractual terms and conditions hereinafter contained, the parties to this Contract have agreed as follows:

Clause 1: Scope of the Work and Quantity to Be Supplied.

1.1 The Purchaser has offered and requested the Supplier to supply and deliver the accepted quantity (36,000 Litre/70 Trucks) AGO Diesel and (40,000 Litre/50 Trucks) PMS Petrol ordered by the Ministry of Presidential Affairs, per the description contained in approved proforma-Invoice dated 9th April, 2026 and Purchase Order dated 15th June, 2026.

1.2 Description of Fuel Products and Quantities

The Supplier agrees to deliver the following Petroleum Products

PRODUCT (S) TABLE

S/N	ITEM	DESCRIPTION	QUANTITY	UNIT (S)
1.	Automotive Gas Oil	AGO (Diesel)	2,520,000	Litres
2.	Premium Motor Spirit	Petrol (PMS)	2,000,000	Litres
3.	TOTAL QUANTITY IN LITRES		4,520,000 Litres	

Clause 2: Documents Attached Forming Integral Part of this Contract

2.1. The following are the documents that shall form and be considered as the Integral Part of the Contract:



- a) The Contract Agreement
- b) The Purchase Order and Offer Letter, with specifications therein - dated 17/June/2026 & 15th June, 2026 respectively
- c) The acceptance letter from the Supplier and the quotations thereto
- d) Parcels of Registration of the Supplier as a legal entity.
- e) Operation License from Central Equatoria State.
- f) Export/import license of the Supplier
- g) Tax identification certificate of the Supplier
- h) Letters of authorization from the company
- i) Exemptions Letters/Certificates from the Ministry of Finance and other relevant institutions
- j) Letter or certificate of no objection from the Ministry of Finance
- k) Any other notes or minutes or correspondence in relation to this contract.

2.2. In case of any inconsistency or contradiction between the documents, then the inconsistency or contradiction shall prevail according to the order of the list.

Clause 3: Value of the Contract and Mode of Payment;

3.1 The total value of the contract shall be **Three Million, One Hundred and Sixty-Four Thousand United States Dollars Only (USD 3,164,000)**. This price excludes all taxes, duties, delivery, and other delivery costs associated save as exempted, and shall be payable to the Supplier by the Purchaser upon delivery and completion of delivery.

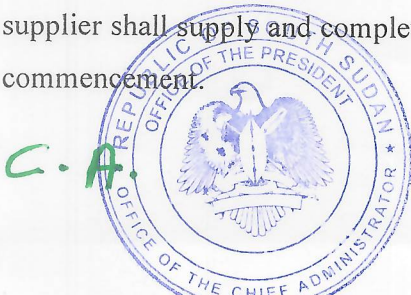
Clause 3:2 PAYMENT TERM

3.3 PAYMENT SHALL BE MADE AS FOLLOWS:

- (a) 50% Payment after signing and partial delivery
- (b) 40% and 10% payments at interim and Practical certified delivery Completion

Clause 4: Commencement and Duration of the Contract;

The parties hereby agree that this contract commences from the date of its signature and the supplier shall supply and complete the delivery in within Fourteen (14) days from the date of commencement.



Clause 5: Obligations of the Supplier

- 5.1. The Supplier shall supply and deliver the quantity of fuel contracted and ordered by the Purchaser promptly and within the 14-day time limit.
- 5.2. Maintain sufficient fuel stocks, ensure timely deliveries and comply with all the environmental and safety standards
- 5.3. Maintain valid Licenses and Permits, promptly inspect delivered permits
- 5.4. The Supplier shall ensure the fuel ordered conforms to applicable standards of South Sudan, East African Community quality standards and Producer's Specifications.
- 5.5. Delivery shall be deemed complete only when the items specified and ordered quantities received by a duly authorized agent of the Purchaser in the Ministry of Presidential Affairs Fuel Depots, Official Presidential Residences and any other location designated by the Purchaser.
- 5.6. Indemnify the Purchaser against losses arising from defective fuel

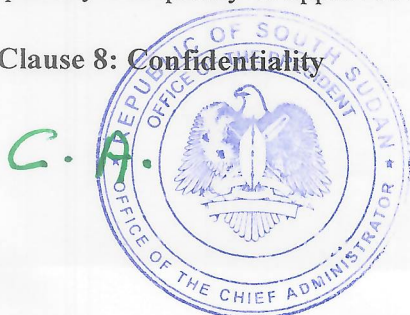
Clause 6: Obligations of the Purchaser

- 6.1. To pay to the Supplier the contract amount as provided for in Clause 3.
- 6.2. To provide the Supplier with necessary access to the Purchaser's Depots to facilitate timely delivery.

Clause 7: Delivery, Inspection, and Acceptance

- 7.1 Completion Date: The Supplier shall complete delivery no later than 14 days from signing of the supply contract.
- 7.2 Location: The fuel shall be delivered at the Purchaser's depots and any other designated areas by the Purchaser
- 7.3 Acceptance: The Purchaser shall inspect the fuel only after the verification of quality, quantity and documentations. Any defects or non-conformity must be reported in writing within two (2) days.
- 7.4 Risk of Loss: Risk of loss passes to the Purchaser only upon formal acceptance of the quantity and quality so approved and accepted by the Purchaser.

Clause 8: Confidentiality



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The Parties shall not at any time during or after the terms of this Agreement, divulge or allow to be divulged, to any person, any confidential information (including but not limited to any information relating to the accounts, finance, contractual arrangements or affairs of the parties) unless the said information comes in public domain without breach by either party

Clause 9: Waiver

No delay by or omission by either party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof.

Clause 10: Modification

Either party shall notify the other in writing about any material change or modification or amendment of all or any part or provisions of this Contract.

Clause 11: Notices

All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice as hereunder:

“The PURCHASER”		“The SUPPLIER”	
Attention	Hon. Marik Nanga Marik Chief Administrator	Attention	Mr. Jibril Mohamed Bashir Managing Director
Address	Ministry of Presidential Affairs, Office of the President -Juba, RSS	Address	Swift Logistics Express Ltd. Juba, South Sudan

Clause 12: Assignment

Party to this Contract may assign part or the whole of his/it's or her/its obligation therein to another third party provided that; such assignment is done in writing with the prior consent of the other party.

Clause 13: Entire Contract



Both parties agree that this Contract supersedes in all respects, any and all prior oral or written Agreements or understandings pertaining to the supply of the fuel Products by the Supplier and shall be amended or modified only by written instrument signed by both parties hereto.

Clause 14: Severability

The parties hereto have agreed that in the event any clause or part thereof of this Contract is held to be unenforceable or invalid, the said clause or part thereof shall be struck off and all the remaining provision shall remain in full force and effect.

Clause 15: Termination of this Contract

The termination of this Contract shall be

- (a) on expiration of the term or duration of the Contract;
- (b) in an event that either party is in breach or fails to fulfill its obligation(s), either party may terminate this Contract by giving Five (5) days written notice to the other; and
- (c) the Purchaser may terminate this Contract at any time without notice or payment in lieu of notice, for sufficient cause like gross misconduct; or a fundamental breach by the Supplier such as failure to comply with the terms and conditions of the Contract or any default act within the time stipulated therein.

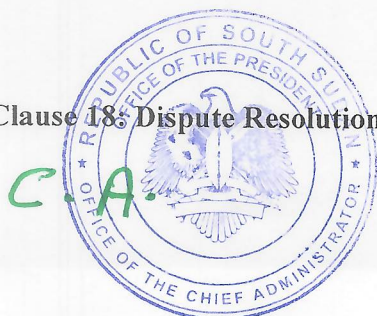
Clause 16: Force Majeure

In the event of the occurrence of *Force Majeure*, the Supplier or the Purchaser shall notify either party of such occurrence, where the Supplier or the Purchaser is rendered permanently unable by *Force Majeure*, to perform its obligations under this Contract, and this contract shall be deemed to have been frustrated.

Clause 17: Governing Law and Language

This Contract shall be interpreted, governed by and construed in accordance with the laws of the Republic of South Sudan and the language shall be English.

Clause 18: Dispute Resolution Mechanism



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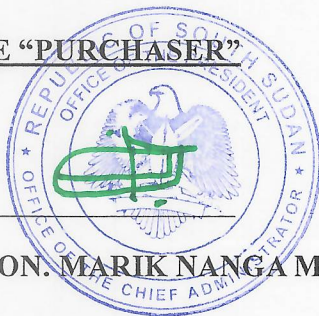
Where a dispute arises between the parties to this Contract, the matter shall first be resolved amicably by the parties. Where the parties fail to resolve the matter amicably, the dispute shall be referred to arbitration whereby each party shall appoint its own Arbitrator and the two appointed Arbitrators shall agree and appoint the Umpire of the Arbitration Tribunal. Failure of the appointed Arbitrators to appoint the Umpire, then the latter shall be appointed by the Minister of Justice and Constitutional Affairs of the Republic of South Sudan.

The Arbitration proceedings shall be conducted in accordance with the Arbitration Procedures provided for under section 5 of the Code of Civil Procedure Act, 2006. The cost for the Arbitration shall be borne by the losing party and the decision thereto shall be final and binding on the parties and subject to no appeal before any competent court of South Sudan.

IN WITNESS WHEREOF; the Parties have caused this Contract to be executed by their duly authorized representatives

SIGNATURES OF ALL PARTIES

FOR/ THE "PURCHASER"

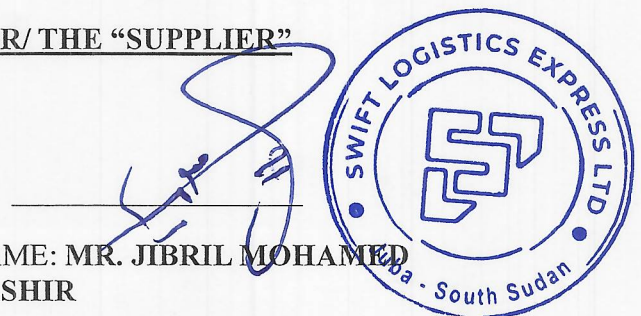


NAME: **HON. MARIK NANGA MARIK**

TITLE: Chief Administrator

Ministry of the Presidential Affairs,
Juba/RSS.

FOR/ THE "SUPPLIER"



NAME: **MR. JIBRIL MOHAMED BASHIR**

TITLE: **CEO/Managing Director**

Swift Logistics Express Ltd, Juba,
South Sudan

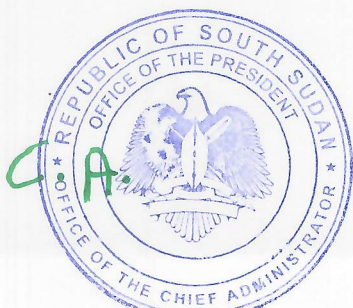
WITNESSES



NAME: MR. DIING WOL MABIOR
TITLE: D/G for Admin & Finance,
Ministry of the Presidential-Juba/RSS



NAME: MR. MAYEN AMUOM BAHON
Swift Logistics Express Ltd- Juba, South
Sudan

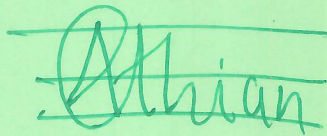


THE LEGAL ADMINISTRATION, OFFICE OF THE PRESIDENT

AUTHENTICATION NO. 04 / June 2026 A.D

I, Athian Akech Ong'a, the Head of Legal Administration, Office of the President, authorized by the Minister of Justice and Constitutional Affairs, in accordance with the power conferred upon him under section (17) of the Ministry of Justice and Constitutional Development Organization Act, 2008, hereby attest that the Parties to this contract Agreement have signed the same before me in presence of their witnesses.

Made under my hand and sealed on the 24th day of June 2026.



**Athian Akech Ong'a,
For /the Minister of Justice and Constitutional Affairs,
Juba**

