

REPUBLIC OF LIBERIA)
MARGIBI COUNTY)

FRAMEWORK AGREEMENT FOR THE PROCUREMENT OF PETROLEUM PRODUCTS

This FRAMEWORK AGREEMENT FOR THE PROCUREMENT OF PETROLEUM PRODUCTS is made and entered into this 29th day of October, 2019 by and between the **BOOKER WASHINGTON INSTITUTE (BWI)** of Kakata City, Margibi County, Liberia, represented by its duly authorized officer, HARRIS FOMBA TARNUE, Esq., Principal & EO (hereinafter called "the Purchaser"), and **SUPER PETROLEUM COMPANY** of Capitol Bypass, Monrovia, Liberia, represented by its duly authorized officer, A. KARIM KANNEH, Chief Executive Officer (hereinafter called "the Supplier"), both the Purchaser and Supplier are also collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the Purchaser desires to procure certain goods and ancillary services, categorized as "**PETROLEUM PRODUCTS**" through the competitive bidding process established by the Public Procurement & Concessions Act (PPCA);

WHEREAS, the Purchaser invited tenders through the Restricted Bidding Process for supply of the desired goods and ancillary services, viz., Petroleum Products (IFB No. BWI/SBA/RB/002/19/20), consistent with section 50 of the PPC Act;

WHEREAS, a Bid Evaluation Panel (BEP) constituted to evaluate the Bids consistent with section 30 of the PPC Act, completed its tasks and submitted its final report that recommended to the Procurement Committee that the Petroleum Products Contract be awarded to Super Petroleum Company, Capitol Bypass, Monrovia, Republic of Liberia, as winner of the bidding process.

WHEREAS, the Procurement Committee acting upon the recommendation of the BEP selected the Supplier as the lowest responsive evaluated bid and winner of the process to supply the aforementioned petroleum products, and award it the contract under terms and conditions to be agreed hereunder;


WHEREAS, the terms and conditions have been considered and negotiated by and between Booker Washington Institute and Super Petroleum Company and found to be acceptable to both Parties;

WHEREAS, pursuant to submission of the Supplier's current business registration and tax clearance, and the Parties adherence to all Governmental regulations, finance, and procurement laws, in compliance with the award of said **PETROLEUM PRODUCTS** Supply Agreement and its associated costs;

NOW THEREFORE, in consideration of the mutual promises, the Government of the Republic of Liberia, by and through the Booker Washington Institute, and Super Petroleum Company for good and valuable consideration, mutually consents to the following terms set forth below:

THE AGREEMENT

The following documents are expressly agreed to be incorporated by reference and shall constitute the Framework Agreement between the Purchaser and the Supplier; each of which shall be read and construed as an integral part of this Framework Agreement:

10. The Petroleum Product Framework Agreement
 11. Supplier's Bid document
 12. Supplier's Business Registration
 13. Supplier's current Tax Clearance
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14. Special Conditions of the bid document
15. General Conditions of the bid document
16. Technical Requirements (including technical specifications)
17. Purchaser's Notification of Award, and
18. Other mutual written agreements

THE CONTRACT PRICE

In consideration of the services herein agreed to be provided by the Supplier, the Government of the Republic of Liberia, through the Booker Washington Institute shall pay or cause to be paid to the Supplier based on pre-agreed unit price of

Lot #2: Coupons Supply		
Coupon	Diesel	US\$3.70 per gallon
Coupon	Gasoline	US\$3.30 per gallon

However, official monthly prices released by the GOL for said product shall be construed by both parties as the contract price.

THE SUPPLY

The Supplier agrees to supply or provide the goods to be provided and the Purchaser will draw down based on request as and when required. In such case, the Supplier will ensure that such stock is replenished. After a maximum of two (2) weeks of the next month for each month of the agreement, the Purchaser will advise the Supplier of their requirement for further stocks.

EXCLUSIVITY

In cases of extreme urgency or need for larger quantities than available with Supplier, the Purchaser reserves the right, after Consultation with the Supplier, to procure Goods from secondary sources.

ONE OFF BASIS PURCHASE

The Purchaser shall purchase the Petroleum Product items individually as and when required. It shall be the responsibility of the Purchaser to issue purchase orders accordingly. Such orders shall be in accordance with the terms of this Agreement and shall identify the number of Goods required, specifications and delivery schedule.

RESERVE STOCK

The Supplier agrees to stock sufficient quantity of the goods required and will be prepared to deliver in accordance with the delivery time specified in the confirmed purchase order from the Purchaser.

SUPPLY SCHEDULE & CONDITIONS

6. The Parties mutually agreed that the Supplier shall be under obligation to supply to the Purchaser in keeping with the schedule of requirements as specified in the Bid Document.
7. The unit price offered in the Bid document submitted by the Supplier shall be subject to change only by the Government of Liberia through the Ministry of Commerce.
8. It is further understood and agreed by the Parties hereto that the Procurement Section of BWI is designated to supervise and inspect the goods in order to ensure that Petroleum Products items are correct and certify in accordance with the Bidding Document.
9. In the event that any portion of the Petroleum Product does not conform to the requirement of the Agreement, Purchaser shall immediately upon discovery report it to the Supplier, who shall be obliged to correct any defect in the supply.
10. Whenever the situation described immediately hereinabove occurs, the Supplier warrants to immediately accept and replace the rejected or defective goods.

PAYMENT SCHEDULE & CONDITIONS

It is understood by the Parties that payment for the supply of the items shall be made in accordance with the Ministry of Finance & Development Planning payment system currently in

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force and that payment shall be made not later 30 days after complete and certificated delivery of the Petroleum Products Supply.

PAYMENT MODALITY

As and when these items are supplied to the Purchaser, the Supplier will present for payment, invoices and waybills evidencing effected supply, delivery and installation to Booker Washington Institute for payment.

DURATION

The Agreement shall commence execution immediately upon the date of the last signature and shall be implemented for the duration of FY 2019/2020 and until all items specified to be supplied under this Agreement are supplied and receipted by the representative of the Purchaser; and / or no later than 60 days after the expiration of the 2019/2020 fiscal period.

FORCE MAJEURE

In the event of the party being rendered unable, in whole or in part, by force majeure to carry out any obligation under this agreement, other than an obligation to make payments of the money, the party shall give notice and the particulars of such force majeure in writing to the other party as soon as practicable after the occurrence of the cause relied on. Therefore, any obligation of the party giving such notice that such party is unable to carry out because of such force majeure shall be suspended during the continuance of any such inability so caused, but for no longer period. The party giving such notice shall, as far as practicable, remedy such disability with all reasonable dispatch. All time periods specified in this Agreement for the performance of obligations or the enjoyment of rights that are affected by force majeure, other than obligations for the payment of money, shall be extended until the effect of such force majeure is remedied as above provided or otherwise ceases. However, the Term and Conditions of the Agreement shall be extended as a result of an event of force majeure if such event causes the stoppage of substantially all operations of Parties.

Conditions of Force Majeure shall include, but not be limited to Acts of God, war, and civil commotion, insurrection, and Government orders;

BREACH

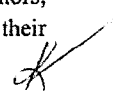
If the Supplier breaches any term or condition of this Framework Agreement, or the conditions set out in any given purchase order, including but not limited to quantity of the goods, price and delivery requirements, the Purchaser shall be entitled to immediately purchase goods from any other source, in addition to any other remedy available in law or equity.

GOVERNING LAW

This Agreement and the rights, obligations and duties of the parties hereunder shall be construed and interpreted in accordance with Liberian laws.

DISPUTE RESOLUTION

This Contract shall be construed and governed under the laws of the Republic of Liberia. Any dispute arising thereof, shall be referred to arbitration in Liberia. The reference shall be to three (3) arbitrators. Each party shall appoint an arbitrator, and the two severally appointed arbitrators, shall jointly appoint a third arbitrator. Each party shall be responsible to bear the costs of their appointed arbitrator and jointly bear the costs of the third arbitrator.



EARLY TERMINATION

The Parties may terminate this Agreement for cause, upon a determination that the either Party is in fundamental breach of this Agreement. Fundamental breach of Agreement shall include, but shall not be limited to, the following:

(a) Fundamental breach could be determined to include the extent to which the Supplier is failing to meet standards consistent with the specifications contained in the bid document, or is in breach of any term or terms of this Agreement.

(b) The Agreement may also be terminated by either Party for convenience, upon the issuance of thirty (30) days prior notice.

COMPLETE AGREEMENT

It is hereby expressly agreed and declared by and between the parties hereto that this Agreement shall constitute the complete and exclusive statement of the agreement between them, and supersede all prior or contemporaneous proposals, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by any Party that are not expressly stated herein or in any written amendment hereto shall be binding on such Party.

AMENDMENT

No amendment, modification or variation of this Agreement shall be valid unless evidenced by an agreement in writing and duly signed by both parties, and then only to the extent provided therein.

SEVERABILITY AND SURVIVABILITY

If any term or clause of this Agreement is nullified by a court of law, the remnants of the Agreement shall remain enforceable. The terms and conditions of the Agreement shall be binding upon the parties hereto, their legal representatives, assigns, and successors-in-interest as if they were specifically mentioned herein by name.

BINDING CLAUSE

This Agreement shall be binding on the Parties hereto, their heir's executors, successors – in – business/office, assigns and personal or legal representatives as though they signed this instrument and were specifically named herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Framework Agreement to be duly executed in accordance with Liberian laws on the day and year first above written.

J. Biamone
Witness

For The Government of Liberia:

Harris Fomba Tarnue, Esq.
Principal & EO BWI

Date: 29th October 2019

For The Supplier

A. KARIM KAMNEH
Chief Executive Officer

Date: 10-30-19

Witness