

**REPUBLIC OF LIBERIA  
MONTSERRADO COUNTY**

**FRAMEWORK AGREEMENT FOR THE PROCUREMENT OF PETROLEUM PRODUCTS,  
2020/2021**

THIS FRAMEWORK Agreement made this 2<sup>nd</sup> day of September 2020 between the Executive Protection Service, Capitol Hill, Monrovia, Liberia represented by and through its Director, Hon. Trokon N. Roberts hereinafter referred to as "the Purchaser" and Super Petroleum Company of REMCO Building, Capitol Bypass, Monrovia, Liberia represented by and through its Managing Director, Mr. A. Karim Kanneh hereinafter referred to as "the Supplier" each a party and together the parties do hereby:

**Whereas**, the Purchaser invited tenders for the supply and delivery of Petroleum products **(diesel and gasoline)** and has accepted a tender by the supplier for the supply of the petroleum products;

**Whereas**, the Purchaser wishes to purchase Petroleum products in accordance with the unit price quoted in Article 4 subsection 4.1 of this agreement;

**Whereas**, this Contract Agreement is for the potential purchase of Petroleum products that comply with the technical specifications of the Republic of Liberia and the Technical Specification Sections of the bidding document sold to the bidders, in accordance with the request of the buyer;

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement;
  - (a) The Tender Form and the Price Schedule submitted by the Bidder;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract;
  - (f) The Purchaser's Notification of Award; and
  - (g) Contract Data Sheet *(to be used only when there are corrections to the original price schedule submitted by the supplier).*

**NOW, THEREFORE**, the Parties hereby agree as follows:

**Article 1     Supply**

- 1.3 The Supplier agrees to supply the petroleum products and the Purchaser will draw down based on request as and when required. In such case, the Seller 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 send purchase order signed by one of its authorized representatives or scan the signed purchase order and send it by email to [marketing@petrotrade.ws](mailto:marketing@petrotrade.ws) to the Seller of their requirement for further stocks and their intention to renew this agreement. Should the agreement not be renewed, the Supplier shall have the right to dispose of any remaining stocks.

**Article 2      Reserve Stock**

2.1      The seller 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 buyer for the month.

**Article 3      Terms**

3.1      The Term of this Agreement shall be from 1<sup>st</sup> July, 2020 to the 30<sup>th</sup> day of June 2021. During this period, the buyer has agreed to purchase petroleum products worth the amount of **(US\$387,010.00)** Three hundred eighty seven thousand, ten United States dollars for 110,574.29 gals. at \$3.50 through the fiscal period and US\$32,250.00 worth on a monthly basis based on the 1/12 allotment received from the Ministry of Finance & Development Planning in the absence of the passing into law of the fiscal year budget. When required, the Supplier agrees to supply the required product as and when requested by the buyer. However, the allotments made by the Ministry of Finance for the months of July, August, and September 2020 will be used to purchase fuel under this framework agreement.

**Article 4      Price**

4.1 Throughout the Term of this Agreement, prices are subject to alteration in line with Government price regulations.

(A) The commencing price agreed by the Purchaser and the Supplier for the petroleum product for (Wholesale) is:

Category	Unit price (Bulk Supply)	Currency
Ceiling price Duty as per date of signature	3.32	USD/USG
Transport rate to Monrovia	+0.05	USD/USG

**Note: Prices are subject to alteration**

B)      The commencing price agreed by the Buyer and the Supplier for the petroleum product for pump price/ retail in Monrovia is:

<b>GASOLINE</b> <b>Ceiling Price as per date of Signature</b>	<b>3.00</b>	<b>USD/USG</b>
<b>DIESEL</b> <b>Ceiling Price per date of Signature</b>	<b>3.50</b>	<b>USD/USG</b>

**Article 5      Variation**

5.1 The fuel price may be subject to review by the Ministry of Commerce and Industry and LPRC. The Supplier shall inform the Buyer in writing each time there is a change of price, enclosing a copy of the new circular. Moreover, the Supplier shall sell to the Purchaser on a Duty paid price for Monrovia stations. The prices for the stations outside of Monrovia will be higher in order to take into account the cost to transport the fuel to those locations.

**Article 6      Purchase of Goods**

6.1      The Purchaser shall purchase the petroleum products 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.

## **Article 7      Conditions of Purchase**

### **7.1 OBJECT OF DELIVERY**

- (k) The Supplier shall transport the Products to the Purchaser with its own fleet of tankers to the place(s) designated by the Buyer for delivery from time to time.
- (l) In order to guarantee the Products integrity, all tankers' hatches, counters and outlets shall be sealed immediately after loading by authorized staff of the Supplier, and seal serial numbers shall be reported on the delivery ticket.
- (m) Upon the arrival of any supply of Products at the Purchaser's location, the Purchaser shall accept delivery by signing the Invoice and/or Delivery Notes accompanying the consignment copies of which the Purchaser shall retain.
- (n) The title and risk in the Products shall transfer from the Supplier to the Purchaser immediately upon delivery of the Product(s) at the place(s) designated by the Purchaser, and accepted by the Buyer after using the truck's dip stick to ascertain, verify and confirm the quantity. The Purchaser has the obligation to verify the quality and quantity of products delivered using product and water finding pastes provided by the Supplier in the presence of the Driver of the delivery truck prior to the discharge of the same into the receiving surface or underground tank, upon the completion of discharge and any supply of fuel discharged into the receiving surface or underground tank shall be deemed to have been duly delivered in full unless the Buyer after the said verification annotates any discrepancy on the Invoice and/or Delivery Notes and such notation has been duly signed by the Purchaser and the Driver of the delivery truck.
- (o) Should the Purchaser use its own transportation, the title and risk in the Products shall transfer from the Supplier to the Buyer immediately after the Product(s) has been loaded into the Purchaser's truck or container(s) and has been accepted by the Purchaser, after using the depot's installed meter to ascertain, verify and confirm the quantity.
- (k) During the Rainy Season, the Supplier may request assistance/escort from the Purchaser to supply Products to places designated by the Purchaser in remote areas outside Monrovia. Should unexpected events arise, while the fuel truck is in route (e.g. bad weather conditions, road deterioration...) that prevents the truck from reaching the Purchaser's designated area, the Purchaser and the Supplier shall find the best possible arrangement to achieve the Fuel delivery (e.g. use of containers...).

## **Article 8      Delivery Date**

**8.1** To be defined during each Purchase Order.

## **Article 9      Price**

**9.1** As defined in Article 4.1 (A) & (B) herein above.

## **Article 10     Payment Terms**

- 10.1** The Purchaser shall pay the Supplier **within 30 days** after delivery. The Supplier shall issue all invoices in USD on a per invoice basis only.
- 10.2** The Ministry of Finance and Development Planning (MoFDP) is the Government of Liberia institution through which the Supplier will be paid. Final determination and payment will be made to the supplier using the voucher system. Payments may be made in Liberian Dollars or United States Dollars currency. Should the payments be made in Liberian Dollars the exchange rate applicable shall be as per Ministry of Commerce Price circular at the date of supply.

## **Article 11     Exclusivity**

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

Article 12 Breach

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

Article 13 General Terms and Conditions

- 13.1 **Termination:** Should Seller or the Purchaser wishes to terminate this agreement, it shall be done in accordance with Clause 34.1 (Termination of Default) of the General Conditions of the Contract (GCC) of the **Bidding Document** used for the procurement of the Goods/Works/Services provided that, the party wishing to terminate the agreement shall give in advance to the other party, a 30 days' notice.
- 13.2 **Applicable Laws & Arbitration:** This agreement and any subsequent purchase contract(s) shall be governed by the laws of Liberia.
- 13.3 **Disputes:** In the event that a dispute cannot be resolved through negotiations, the parties to this agreement and any subsequent purchase contracts(s) agree to be bound by the arbitration procedures of the Supreme Court of Liberia.
- 13.4 **Service Measurements & Performance:** The Seller is required to demonstrate their performance. Failure to meet the targets contained herein will be deemed to be a failure in servicing the agreement. The professional and timely provision of the services purchased is of paramount importance to the Buyer and if the Supplier subsequently fails to meet these expectations the Purchaser reserves the right to find a suitable alternative supplier/contractor/service provider.

Article 14 Final Provisions

- 14.1 This contract is produced in four original copies, whereby the parties herein named below shall each keep one original copy after affixing signature.

This agreement comes into force with signature and stamps of all parties.

IN THE PRESENCE OF

M. H. K. F. 30/10/2020

FOR THE SUPPLIER

Mr. A. K. Kanneh  
Managing Director/SP

FOR THE PURCHASER

Patrick Mulbah  
30/10/20

Hon. Trokon N. Roberts  
DIRECTOR/EP