

Framework Agreement for the
Supply and delivery of petroleum product

This framework agreement is made and entered into this 5th day of October AD 2020 by and between the **Liberia Broadcasting System**, located in Paynesville, Liberia hereinafter called "the **Purchaser**" and the **Aminata & Sons Inc.** a corporation incorporated under the laws of the Republic of Liberia and having its principal place of business at Mechlin & Ashmun Streets, Monrovia, Liberia hereinafter called "the **Supplier**".

The Liberia Broadcasting System intends to apply portion of its budgetary allocation to the procurement of Petroleum Products, under the procurement package (IFB no. LBS/SBA/RB/01/20/21) supply and delivery of Petroleum Products, Lots 1, 3 & 4.

This framework agreement is based on pre agreed unit price per gallon as quoted on the Original Restricted Bidding document Mark (IFB NO. LBS/RB/001/20/21) **CONFIDENTIAL**. QUOTATION FOR THE SUPPLY AND DELIVERY OF PETROLEUM PRODUCTS, (hereinafter called "the unit price"). It is expected that up to about the same amount of quantities in the (RB) of petroleum products will be procured within the contract period. These are goods that will be required from time to time by the Liberia Broadcasting System.

Unit Price: This framework agreement is based on pre agreed unit price of **USD (\$3.32)** three dollars thirty two cents for bulk fuel, **USD 0.05** per gallon for transport/delivery to LBS Head Office in Paynesville and with a discount of **USD \$0.05** on each gallon of bulk fuel for head office only.

USD (\$3.32) three dollars thirty two cents for bulk fuel and transportation of fuel to LBS substations site as follow; Bong **USD 0.23**, Bomi **USD 0.15**, Grand Bassa County **USD 0.26**, Maryland County **USD 1.00**, Grand Gedeh County **USD .79**, Sinoe County **USD .89** & Lofa County **USD 0.64** (hereinafter called "the unit price")

Quantity: It is expected that up to about (36,000) thirty six thousand gallons of diesel fuel bulks for head office, (16,000) sixteen thousand gallons of bulk fuel and transportation to seven substations site will be procured within the contract period. These are petroleum products that will be required from time to time by the Liberia Broadcasting System.

Payment Term: LBS commits to paying **Aminata & Sons Inc.** As and when these fuels are supplied to the Liberia Broadcasting System, the supplier will present for payment, invoices, and delivery note/waybills evidencing effected supply and delivery to the Liberia Broadcasting System for payment and all payments to the Supplier shall be made in United States Dollars or its equivalent in Liberian Dollars at the prevailing Central Bank exchange rate and payment term shall be at most forty five (45) working days from date of invoice or delivery note/waybills and payment shall be made by checks in favor of the Supplier and paid to its designated officer within the term stated herein, except otherwise agreed by both parties.

Duty free: The Buyer shall immediately inform the supplier of any duty free privileges given it by GOL that would affect prices. Upon receipt of such communication the Supplier shall act accordingly. The Buyer is thereby under obligation to obtain approved duty free certificates from the Liberia Revenue Authority (LRA).

Duration of contract: The maximum duration of this agreement is limited to one (1) fiscal year. The unit price will remain unchanged during the period of the contract for transportation. For diesel fuel bulk, unless there is a change in the price of petroleum products by the Government of Liberia and the supplier shall notify the purchaser in advance when there is a change in the price of petroleum products. the amount added or subtracted to the current unit price.

3. The following documents shall constitute the contract between the purchaser and the supplier, and each shall read and construed as an integral part of the contract
- This framework agreement
 - Technical specifications
 - Schedule(s) of delivery
 - List and location of delivery
 - The supplier's submitted quotations
 - Documents evidencing delivery
 - The bid data sheet
4. This agreement shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above
5. 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 defects therein in conformity in all respects with the provision of the contract.
6. The purchaser shall make payments to the supplier on delivery and acceptance of diesel fuel as well as submission of delivery note, invoice or a waybill.
7. **Technical specification:** the supplier warrants that the diesel fuel and related services comply with the technical specifications and other provisions of the agreement.
8. **Warranty:** the supplier warrants that the fuel are cleaned, unused, and of the most recent or current quality, and that they incorporate all recent improvements in delivery design and materials, unless provided otherwise in the contract

The Parties hereby agree that this Framework Petroleum Products Supply Agreement shall commence on the 5th day of October A.D. 2020 and shall terminate on the 30th of June A.D. 2021. It is further mutually agreed by the Parties that either Party may terminate this Agreement (with or without fault) by giving the other Party at least THIRTY (30) DAYS written notice in advance

That the foregoing constitutes the intent of the parties and same shall be binding upon them and their legal representatives and successors in business and/or office as if they were themselves parties and signatories to this Petroleum Purchase and Supply Agreement.

In witness thereof the parties 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 purchaser

Name: Estelle Liberty - Kemoh

Signed: [Signature]

In the capacity of: Director General

In the presence of: Teddy Gebro

For and on behalf of the Supplier

Name: Emmanuel [Signature]