

## FARMEWORK CONTRACT FOR THE PROCUREMENT OF PETROLEUM PRODUCTS.

This framework contract Agreement is made 1<sup>st</sup> day of July 2020 between the Liberia national Fire service (herein after called "the purchaser") represented by its Director Hon. Alex k. Dickson and super petroleum company an entity operating under the laws of the Republic of Liberia and having its Principal place of business capital bye – pass, represented by its General Manger Mr. Karim A. Kanneh (here in after called "the supplier").

The Liberia National Fire service intends to apply a portion of its budgetary allocation to the procurement of petroleum products.

### TERMS AND CONDITIONS

This framework Agreement is based on pre-agreed unit of diesel (3.50) and the unit price for Gasoline (3.00) for the supply and delivery of petroleum products. It is expected that petroleum products for the aforementioned pre-agreed unit prices for both Gasoline and Diesel will be procured with in the contract period. These goods that will be required from time to time by the same agency. As and when these items are supplied to the purchaser, the supplier will present for payment, Invoices and delivery notes to the Liberia National Fire Service. The duration of the agreement is from the date of signing up to June 30, 2021. The unit price shall be adjusted based on the advice of the Ministry of Commerce and Industry in respect to the recommended retail price of petroleum products. The supplier shall inform the buyer in writing each time there is a change in price, each time there is a change in price, enclosing a copy of the new circular issued by the authorities of Liberia Government.

### DELIVERY TERMS

The specific procurement is made through out the term of the Agreement as follows:

1. Delivery shall be made to the purchaser upon payment of payment voucher by the Ministry of Finance and Development Planning (MFDP) and receipt of a copy by the Supplier.

### NOW THIS AGREEMENT WITNESS 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 document shall constitute the contract between the purchaser and the supplier, and each shall be read and construed as an integral part of the contract;
  - ..... This Frame work Agreement
  - ..... Technical Specifications
  - ..... Schedule (s) of Delivery
  - ..... List and Locations of delivery
  - ..... The Supplier's Submitted Quotation
  - ..... Documents Evidencing Delivery

This contract shall prevail over 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.

3. 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 there in conformity and it all respects with the provisions of the contract.
4. The purchaser hereby Covenants to pay the supplier in consideration of the provision of the Goods and Service and the remedying of defects therein, the contract price or such other sum as may become payment under the provision of the contract at the contract at the times in the manner prescribed by the contract.
5. The purchaser shall make payment to the Supplier or Delivery and acceptance of the Goods as well as submission of delivery notes and Invoices.
6. TECHNICAL SPECTICATION- The supplier shall ensure that the Goods and related Services Comply with the technical Specification and other provisions of the Agreement.
7. DISPUTE RESOLUTION- In the event of dispute arising out of or in relation to the terms of this agreement, the parties shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If such persons are unable to resolve the dispute in a satisfactory manner within thirty (30) business days, either party may seek binding arbitration. Upon receipt of written notice by either party calling for arbitration with respect to any dispute arising out of or in relation to the terms of this agreement, the matter shall be submitted to binding arbitration under the arbitration rules of the Republic of Liberia. Any decision of the arbitration shall be final and binding on the parties and maybe entered into enforced in any court of competent jurisdiction by either party.
8. Taxes- The parties have agreed that, during the life span of this contract, applicable taxes associated with the value of the contract and conduct of the business, during time of payment to the supplier shall be with held by the buyer, If tax Clearance is not avail or available, and shall be remitted to GOL through the Ministry of Finance & Development Planning (MFDP) and a flag receipt obtained which shall be given to the supplier.
9. FORCE MAJEURE – A party not be liable for any failure of a delay in the performance of this Agreement for the period that such failure or delay is due to event of force majeure the term "Force majeure "as used in this agreement shall mean acts of God, war, nationwide strikes or labor disputes, Embargoes, Blockades, Revolutions, Riots, Civil Commotions, Fires, Explosions, Earthquakes, or any other natural disasters, or public health emergencies, provided any such cause was no with in the reason able control of the party claiming the benefit of force majeure and could not been avoided or overcome by such party through the exercise of due diligence. In the event of force majeure, the contract shall be suspended for the duration of the force majeure.
10. GOVERNING LAW- It is mutually agreed and understood by the parties hereto that law governing this contract shall be the laws of the Republic of Liberia.
11. EQUITY CLAUSE – Should it arise that during the term of the Agreement covering the supply of fuels to the buyers that the general economic situation deteriorates significantly, or should it arise that the economic conditions on the basis of which the supplier's sale prices are calculated, are affected such that the suppliers operation's profitability is no longer ensured and notably due to unanticipated Increases in charges by LPRC, Government of Liberia and significantly Increase in the costs of raw materials and sea transportation, the supplier shall convey the fact to the buyer in writing and thereafter the buyer and the supplier will meet in order to discuss the effects of price change. Any failure in-agreement concerning the new prices the supplier shall be entitled to terminate the supply agreement on the ground of the buyer's refusal to

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accept the price revision should it arise that the buyers fails to raise any objection to the new proposed price within a time period of one (1) week as of the date upon which notice was issued, the buyer shall be construed as having accepted the new prices. However, changes in price at Government of Liberia approved price circular.

12. **BINDING EFFECTS-** The terms and conditions stated above Constitute an agreement between the parties stated in the preamble. Hence, no statements, promises and Inducements made by any other party or agent or any part that is not conditions herein contained in this agreement shall be valid or binding the terms and conditions herein contained shall also be binding upon the parties hereto, their heirs, Administrators, Executors, Legal representative, Successors – In – business and assigns as though they were herein mentioned by names.

13. In witness thereof, the parties hereto have caused the agreement to be executed in accordance with the laws of the Republic of Liberia on the day, month and year written above.

In the presence

Signed

Witness

For and on behalf of the Purchaser

Signed

Hon. Alex K. Dickson

DIRECTOR

Liberia National Fire Service



In the presence

Signed

Witness

For and on behalf of the supplier

Signed

Karim A. Kanneh

GENERAL MANAGER

Super Petroleum Company