

Framework Agreement for the Supply of Petroleum Products (IFB No.LNP/SBA/RB/001/2022)

This framework agreement is made and entered into this 22nd day of March 2022 between the Liberia National Police, represented by its Inspector General, Hon. Patrick T. Sudue of the LNP located on the Capitol Bye pass, hereinafter referred to as the ("Purchaser") and Super Petroleum, represented by its Chief Executive Officer (CEO), Mr. A. Karim Kanneh, of the City of Monrovia, Republic of Liberia, hereinafter referred to as the ("Supplier"). Collectively, the Purchaser and Supplier are referred to as the "PARTIES", and do hereby:

WITNESSETH

Whereas, the Purchaser is desirous of purchasing Petroleum Products to enhance the full implementation of its statutory mandate and activities in Monrovia and other parts of Liberia; and

Whereas, the Purchaser invited Tenders for the supply and delivery of Petroleum Products for Vehicles and Generators of the LNP and has accepted a Tender by the Supplier for the supply of those goods for the sums of Six United States Dollars (US\$6.00) for Fuel and Five United States Dollars Sixty-Six Cent (US\$5.66) for Gasoline, herein after called "the Unit Contract Prices"; and

Whereas the Supplier has represented to Purchaser that Supplier has the requisite technical, financial, and organizational capacity to meet all responsibilities associated with implementing and maintaining this Agreement, and agrees to sell and supply Petroleum Products during the life of this Agreement;

Whereas Super Petroleum is a dealer of Petroleum Product and is registered in the Republic of Liberia with the International Standard Business code for all Economic Activities as (ISIC) G-4661), and whose registered office is located on Capitol Bye pass, (the "Supplier") has agreed to Supply the LNP with Petroleum Product in an efficient and cost-effective manner;

Whereas this Agreement is for the potential purchase of Petroleum Product in accordance with the schedule of delivery and technical specification section of the bidding document issued to bidders;

Whereas, this framework agreement is based on pre-agreed unit prices of Six United States Dollars (US\$6.00) for Fuel and Five United States Dollars Sixty-Six Cent (US\$5.66) for Gasoline or equivalent in Liberian Dollars as per price circular exchange rate for Petroleum Product for the supply and delivery of One (1) gallon. It is also expected that during the life time of this purchase from January 1, 2022 to December 31, 2022, the purchaser and the supplier will execute this framework agreement on per unit cost of petroleum products.

NOW THEREFORE, the parties, in consideration of their mutual promises and covenants, agree as follows:

1. DEFINITIONS:

In the context of this Agreement, the following words shall have the meaning given hereinafter.

"AUTHORIZED REPRESENTATIVE" means an employee of the Purchaser with written approval from the Purchaser to receive Products on its behalf.

"AGREEMENT" means this framework agreement including its recitals, substantive clauses, and any appendices, the provision of all of which are an integral part of it;

"FRAMEWORK AGREEMENT" means an arrangement whereby parties (purchaser & Supplier) to the agreement, agree to purchase and supply goods, works and services from each other, without an up-front consideration being made by the purchaser, normally for a period of one (1) year. However, this framework agreement runs for the period of Twelve (12) Months, each time the purchaser uses the agreement a separate contract is formed by the consideration paid for in question.

"CONTRACT PERIOD" means the term of this Agreement as described in clause 5;

"ORDER" means any written order for Petroleum Products issued by the Purchaser including by either e-mail or hard copy to the supplier and confirmed in writing by the Supplier in accordance with and pursuant to the Contract;

"PARTIES" means the Supplier and the Purchaser, including their successors, permitted assignees and permitted transferees, a "Party" means any one of them;

"PETROLEUM PRODUCTS" means diesel fuel and gasoline;

The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- ✓ The Tender form and the price schedule submitted by the bidder;
- ✓ Schedule of requirements;
- ✓ Technical specification;
- ✓ Purchaser Notification of award.
- ✓ PPCC Approval

RECITALS

2. FUEL PRICES

All prices quoted herein are in United States Dollars. The framework agreement is based on pre-agreed unit prices of **Six United States Dollars (US\$6.00 for Fuel and Five United States Dollars Sixty-Six Cent (\$5.66) for Gasoline** for the supply and delivery of One (1) gallon respectively. Unit prices in this agreement are "Fixed" at the prevailing price circular rate throughout the life of this Framework Agreement, but subject to upward or downward adjustment in line with product cost as approved by the Ministry of Commerce and Industry. This Framework Agreement is expected to be executed in accordance with the total monthly allotment for petroleum products as per the new approved and released ceiling giving by Ministry of Financial and Development Planning (2022 Calendar Year).

3. PRODUCT DELIVERY

The Supplier shall source, supply and deliver Petroleum Products to the Purchaser at all Super Petroleum Service Stations through the Super Petroleum coupon system. All requests for products under the government voucher system are subject to the approval of the BGA/MOF.

3.1 Delivery of products will be made as shall be requested and agreed upon under "Fuel and Gasoline Prices" above. That is to say against purchase order.

3.2 Delivery of Petroleum to the Liberia National Police will be based upon issuance of local purchase order (LPO) to the supplier on a monthly basis as per availability of allotment. The Purchaser shall attach a written communication to the approved Local Purchase Order (LPO) to the supplier as means of ensuring rights, obligations and authorization for the delivery or supply of petroleum product to the LNP.

3.3 Invoices and delivery order will be issued for all quantities of Petroleum Products delivered to the Account of the Purchaser, which documents are to be signed by the Authorized Representative for the Purchaser.

3.4 Security of Super Petroleum coupons delivered to the Purchaser for Petroleum Products shall automatically become the responsibility of the Purchaser and those coupons shall be charged to the Purchaser's account. However, the supplier could aid the purchaser in nullifying or tracking any such missing coupons reported by the purchaser to the supplier.

4. PAYMENT TERM

4.1 As and when these items are supplied to the Liberia National Police, the supplier will present for payment, invoices and delivery notes evidencing effected supply and delivery to the Agency for payment. Payment will be done through the Ministry of Finance & Development Planning IFMIS Voucher System.

The Agreement shall be valid for only One (1) year, from January 1, 2022 and shall terminate on December 31, 2022. Any performance by either Party beyond the termination date shall not be construed as renewal of this Agreement. The maximum duration of this framework agreement is limited to Twelve (12) Months Period under the Calendar Year Budget arrangement.

6. ABITRATION

In case of any dispute arising out of or relating to this Agreement, the Party raising the dispute shall first serve Notice on the other Party setting forth a description of the dispute and requesting that the Parties meet to negotiate an amicable settlement. All disputes not amicably settled by the parties shall be finally settled through arbitration in accordance with the arbitration rules of the Republic of Liberia.

7. RECIPROCAL RIGHTS CLAUSE

Should it occur that either Party fails to perform one or more of the obligations devolving upon it by virtue of this Agreement; the other party may terminate this Agreement after official Notice to the other Party Thirty-Days to cure the default.

8. FORCE MAJEURE

It is also agreed and understood by the Parties hereto that in the event of hostilities including civil disturbances, natural disaster or other acts of God beyond the control of either party that renders performance under this Agreement impossible, the party unable to perform shall give notice in writing to the other party as soon as practicable upon the occurrence. Thereafter, the obligations of the parties shall be suspended until the force majeure is cure but for no longer than 60 days. The party giving such notice shall, as far as practicable, remedy such disability with all reasonable dispatch.

9. EQUITY CLAUSE

Should it arise that during the term of the agreement that the general economic situation deteriorates significantly, or should it arise that the economic conditions on the basis of which the Supplier's sales price are calculated are affected such that the supply profitability is no longer ensured, the Supplier shall convey the fact to the Purchaser in writing and thereafter the Purchaser and the Supplier shall meet in order to find common ground.

Should it arise that the Purchaser fails to raise any objection to the new proposed prices within a time period of one week as of the date upon which notice issued, the Purchaser shall be construed as having accepted the new prices.

10. TERMINATION

It is mutually agreed by both parties that either party may terminate the agreement by giving Thirty (30) days' notice to the other, subject however to whatever rights have accrued by virtue of delivery and receipt of the products. In the event of failure by Super Petroleum to deliver the coupons when due or within 7 days thereafter, the purchaser shall have the option to purchase the petroleum products from another source and the purchaser shall have the right to recover any additional cost incurred from the supplier including increased costs associated with obtaining substitute products.

11. MODIFICATION

This agreement constitutes the total and entire understanding between the parties and all previous agreements or understandings, whether oral or written, are hereby merged and incorporated into this agreement. Any modification to this agreement must be agreed upon by the parties in writing.

12. NOTIFICATION

All communications and notices under this agreement shall be sent to either Party at the following addresses in writing and sent by mail or hand delivery.

13. GOVERNING LAW

14. BINDING CLAUSE


This agreement is binding on the parties hereto, their successors in business, legal representatives and assigns as if they were specifically mentioned herein.


IN WITNESS WHEREOF, THE PARTIES HAVE HERETO
SET THEIR HANDS ON THIS DOCUMENT ON THE
DATE AND IN THE YEAR ABOVE WRITTEN IN THE
CITY OF MONROVIA, LIBERIA

Super Petroleum:

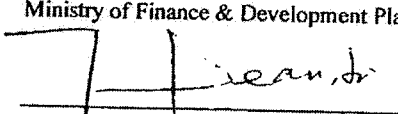
Witness

FOR LIBERIA NATIONAL POLICE:


Mr. A. Karim Kanneh
Chief Executive Officer (CEO)


Hon. Patrick T. Sudue
Inspector General of Police
Liberia National Police


Hon. Samuel Tweah
Minister
Ministry of Finance & Development Planning


Cllr. Frank Musa Dean
Minister
Ministry of Justice