

MONTERRADO COUNTY)
REPUBLIC OF LIBERIA)

FRAME WORK AGREEMENT FOR PETROLEUM PRODUCT
(FB No. LNP/SBA/ RB/001/19/20)

This frame work agreement for the procurement of Petroleum Product made and entered into this 30th day of October A.D. 2021, by and between the Liberian National Police, represented by its Inspector General, Hon. Patrick T. Sudue of the LNP, hereinafter referred to as the ("BUYER") and **Super Petroleum**, represented by its Chief Executive Officer (C.E.O). Mr. A. Karim Kanneh, of the City of Monrovia, Republic of Liberia, hereinafter referred to as the ("SELLER"). Collectively, the BUYER and SELLER 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 Petroleum Products for the sums of **Three dollars, eighty cent United States Dollars (US\$3.80)** for Fuel and **three dollars twenty-one cent United States dollars (US\$3.21)** 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 (SIC) G-4661), and whose registered office is on Capitol Bye-pass (the "Supplier") has agreed to Supply the Liberia National Police 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 the pre-agreed unit prices of **Three dollars, eighty cent United States Dollars (US\$3.80)** for Fuel and **three twenty-one (US\$3.21) United States dollars for Gasoline or equivalent in Liberian Dollars as per GOL exchange rate** for Petroleum Product for the supply and delivery of One (1) gallon each. It is also expected that up to about Ninety-seven thousand, five hundred forty point five-four gallons of Petroleum Products (**97,540.54 Gallons**) will be procured during the contract period by the Liberia National Police. The conversion rate to be used will be the prevailing GOL rate of exchange not any other rate not approved by Government;

Whereas, the purchaser wishes to procure **Petroleum Products** in accordance with the Unit Prices Quoted for **Petroleum Products (Gasoline & Fuel)** in the Supplier's bid;

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 request for the supply and or 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

one (1) year. However, 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:

"DELIVERY" means the physical delivery of coupons representing the Petroleum Products purchased at the place designated in the order:

"ORDER" means any written order for Petroleum Products issued by the Purchaser including by e-mail 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;
- ✓ General Conditions of Contract;
- ✓ Special Conditions of Contract;
- ✓ Purchaser Notification of award.
- ✓ Any other document here of this procurement process

RECITALS

2. FUEL PRICES

All prices quoted herein are in United States Dollars. The framework agreement is based on pre-agreed unit prices of **Three dollars, eighty cent United States Dollars (US\$3.80) for Fuel and three dollars twenty-one (US\$3.21) United States dollars for Gasoline or equivalent in Liberian Dollars** for the supply and delivery of One (1) gallon respectively. It is also expected that up to about Ninety-seven thousand, five hundred forty point five-four gallons (**97,540.54 Gallons**) will be procured during the contract period by the Liberia National Police. Unit prices in this agreement are "**Fixed**" at the prevailing market rate throughout the life of this Framework Agreement, but subject only to upward or downward adjustments in line with product cost as approved by the Ministry of Commerce and Industry (MOCI). Such approved changes in price shall be communicated to the Purchaser as soon as practicable.

3. PRODUCT DELIVERY

The Supplier shall source, supply and deliver Petroleum Products to the Purchaser at all **Super Petroleum Stations** through the **Super Petroleum** coupon system. All requests for products under the government voucher system are subject to the approval of the BGA/Ministry of Finance and Development Planning (MFDP).

- 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 approved purchase order.
- 3.2 Delivery of Petroleum to the Liberia National Police will be based upon issuance of approved local purchase order (LPO) to the supplier on a monthly basis as per availability of allotment. Delivery shall also be based upon request by the LNP in writing, signed by an authorized person of 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, Inc.** 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 will 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 LNP for payment. Payment will be done through the Ministry of Finance & Development Planning IFMIS Voucher System.

5. CONTRACT PERIOD

The Agreement shall be valid for only One (1) year, from July 1, 2019 and shall terminate on June 30, 2020. 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 One (1) fiscal period.

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 effected 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 price/s within a time period of one week as of the date upon which notice issued, the Purchase 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 seven (7) 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

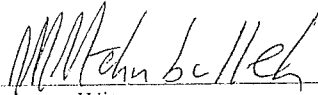
This Agreement shall be governed, construed and interpreted by, through and under the laws of the Republic of Liberia.

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


FOR SUPER PETROLEUM:


Witness

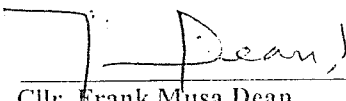

Mr. A. Karim Kanneh
Chief Executive Officer (CEO)

FOR LIBERIA NATIONAL POLICE:


Witness


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


Hon. Samuel D. Tveah
Minister
Ministry of Finance & Development Planning


Cllr. Frank Musa Dean
Minister
Ministry of Justice