

REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

AGREEMENT FOR VESSEL INSPECTION/LOADING RACK MONITORING

THIS SERVICE AGREEMENT FOR VESSEL INSPECTION/LOADING RACK MONITORING is made and entered into this _____ day of September, A.D. 2019 by and between the **LIBERIA PETROLEUM REFINING COMPANY (LPRC)**, represented by its Managing Director, Hon. Marie Urey Coleman (hereinafter known and referred to as Company) and **UNIVERSAL (LIB) SURVEYORS, INCORPORATED**, represented by its General Manager, Mr. David M. Johnson, all of the City of Monrovia, Liberia (hereinafter referred to as Service Provider). Both Company and Service Provider are known collectively as the Parties and individually as Party.

WITNESSETH

WHEREAS, the LPRC Board of Directors approved in the 2019/2020 Fiscal Budget funds for vessel inspection/loading rack monitoring;

WHEREAS, the Procurement Unit conducted a bidding process to select the firm to perform the vessel inspection/loading rack monitoring (RFP No. LPRC/QCBS/001/19/20) consistent with Section 69 of the PPC Act;

WHEREAS, a Bid Evaluation Panel was set up to evaluate the proposals received consistent with Section 30 of the PPC Act;

WHEREAS, the Bid Evaluation Panel submitted its report to the Procurement Committee and recommended Universal (LIB) Surveyors, Inc. for contract award as the responsive bidder;

WHEREAS, the Procurement Committee reviewed and endorsed the recommendation of the Bid Evaluation panel;

NOW THEREFORE, the Parties covenant and mutually agree to the following terms and conditions:

1. It is mutually agreed by the Parties that Universal (LIB) Surveyors, Inc. shall be responsible for vessel inspection/loading rack monitoring as contained in **RFP No. LPRC/QCBS/001/19/20**, in line with the below listed scope:
 - The Universal Liberia Surveyors, Inc. shall perform an independent inspection of all product movement and supply for LPRC.
 - Vessel Inspection/Loading Rack Monitoring Firm shall conduct a physical on board inspection of all vessels with petroleum product harbouring or berthing at the Petroleum Storage Terminal LPRC, Monrovia and Liberia at large.
 - Provide accurate report on quantity of all petroleum products brought into Liberia and their grades.
 - Provide accurate report on the quantity of product discharged and quantity received in each storage tank.
 - Make an analysis report of vessel inspection.
 - Maintain a daily log of all movement of petroleum product.
 - Give a comprehensive explanation of excessive evaporation and loading difference.
 - Make a complete outturn report of every vessel discharge.
 - Monitor daily product lifting on the loading rack.
 - Conduct daily gauging of all storage tanks before and after loading.
 - In the event of litigation by a third party petroleum importer, distributor, retailer, provide all relevant expert assistance and relevant documents in favour of LPRC.

2. It is understood and agreed by the parties hereto that the **Operations Department of LPRC** is hereby designated to supervise and inspect the vessel inspection/loading rack monitoring services to be performed in order to ensure that the services meet all the relevant requirements and specifications in line with the scope, and in the event that the vessel inspection/loading rack monitoring services do not conform to the required scope as outlined in **RFP No. LPRC/QCBS/001/19/20**, same shall be corrected by Universal (LIB) Surveyors, Inc. immediately on its discovery, with no cost to LPRC.
3. All vessel inspection/ loading rack monitoring services shall be subject to inspection. The Company shall have the right to reject any service which it finds to be unsatisfactory and noncompliant with the terms of this Contract and request correction. Rejected service shall be replaced or corrected to the satisfaction of the Company and without any charge to the Company.
4. The service provider shall provide services in accordance with the terms of reference as stipulated in the proposal documents.
5. The Parties further agree that the service provider shall be **US\$4,500 (Four Thousand Five Hundred United States Dollars)** on a monthly basis for the loading rack monitoring and be paid invoice by invoice for the vessel inspection based on the inspection done on each vessel that berths. The unit cost of **0.90 cents (Nine Cents)** will be used to determine the invoice amount based on metric ton.
6. The Parties further agree that this agreement shall remain valid for a period of 12 months, commencing September 2019 to September 30, 2020, and may be renewed by the parties upon its expiry based on the satisfactory performance of the service provider.
7. The Parties further agree that Universal (LIB) Surveyors, Inc. shall be paid within thirty (30) days upon the submission of its invoice(s).
8. This Agreement may be terminated by LPRC (Company) by giving a thirty (30)-day written notice in the event that operations of LPRC are interrupted because of security reasons, as used herein. Security reasons is defined to include but shall not be limited to conditions involving all cases of force majeure, including wars, riots, insurrections, civil commotions, strikes, lockouts, acts of God, explosions, floods, diseases, and other causes beyond the influence and control of LPRC;
9. This Agreement may also be terminated by LPRC without notice if the Supplier commits a material breach of any term or condition of this Agreement as determined by LPRC (Company), including but not limited to the Supplier failing to satisfactorily perform and execute the terms and conditions of this Agreement on schedule date and engaging in unlawful acts as determined by LPRC.
10. The Parties hereto further mutually agree that nothing herein contained shall be construed to mean that a principal and agent relationship is intended by and between LPRC (Company) and the Supplier or that they are one and the same or that either party has the right to bind the other; it being expressly understood that LPRC (Company) and the supplier are independent contractors and each Party shall be held harmless from any and all damage, loss or claim or whatsoever nature arising out of or in connection with their respective business and/or financial obligations.
11. There are no promises, terms, conditions or obligations other than those contained herein, and that this Agreement supersedes all previous communications, representations, agreements, negotiations, or understanding, either verbal or written, between the Parties hereto.

12. The terms and conditions of this Contract shall be binding on the Parties hereto, their representatives, assigns, successors-in-business and interest, as if they were specifically named herein.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their signatures to this Instrument in the City of Monrovia, Liberia, this _____ day of September, A.D. 2019.

IN THE PRESENCE OF: FOR: LIBERIA PETROLEUM REFINING COMPANY

Vannita King

M. Urey Coleman

Hon. Marie Urey Coleman
MANAGING DIRECTOR

FOR: UNIVERSAL (LIB) SURVEYORS, INC.

David Johnson

David Johnson, Sr.

Mr. David Johnson
GENERAL MANAGER