

Republic of Liberia
Montserrado County

FRAMEWORK AGREEMENT

This Framework Agreement for the purchase of petroleum products (the "Framework Agreement") entered into between the **Ministry of Justice** (hereinafter referred to as the "Purchaser") represented by its Minister Chief Frank Musah Dean, Jr. and **Super Petroleum Company** represented by its General Manager Mr. A. Karim Kanneh an entity operating under the Laws of the Republic of Liberia and having its principal business place at Capitol Bye-Pass (Hereinafter referred to as the "Supplier")

WITNESSETH

Whereas, the Ministry of Justice intends to apply a portion of its budgetary allocation to the procurement of petroleum products;

Whereas, The Ministry of Justice conducted a competitive bidding process consistent with the requirements of the Public Procurement and Concessions Act (PPCA) and the Supplier was the winning bidder;

NOW THEREFORE, the Parties agree as follows:

1. AGREEMENT PRICE AND QUANTITY

The Framework Agreement is based on per unit price for Diesel of **US\$3.50** and the unit price for Gasoline **US\$2.95** for the supply and delivery of Petroleum Products (the "Unit Prices").

The Purchaser expects to procure about **6357.5** (Six thousand three hundred fifty-seven point five gallons) of Petroleum Products at the Unit Prices within the contract period. As and when budgetary allotments are made available to the Purchaser, the Purchaser shall request a supply of Petroleum Product up to the budgetary amount allotted.

As and when the Petroleum Products are supplied to the Purchaser, the Supplier shall present for payment, invoices and delivery notes to the Purchaser. The Purchaser shall promptly process same in accordance with the Government of Liberia payment systems.

2. DURATION OF AGREEMENT

This Framework Agreement shall be valid for the period of July 1, 2020 through June 30, 2021. The unit price shall be adjusted based on the approved retail price of petroleum products circulated by the Ministry of Commerce and Industry. The supplier shall inform the buyer in writing each time there is a change in price, enclosing a copy of the new circular issued by the Ministry of Commerce and Industry

3. DELIVERY TERMS

The supplier shall source, supply and deliver Petroleum Products (coupons) to the "Purchaser" at Super Petroleum Company's Head Office, Capitol Bye-Pass, and filling stations in Monrovia and other parts of the country

Delivery shall be made to the purchaser upon the approval of Local Purchase Order by the Ministry of Finance and Development Planning (MFDP) and receipt of a copy by the supplier.

4. COVENANTS

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 mentioned herein in accordance with the provisions of the

The Purchaser shall make payment to the Supplier on delivery and acceptance of the Goods as well as submission of delivery notes and invoices. Payments for supply (ies) already made shall be settled within Thirty (30) days for a new order to be supplied.

5. TECHNICAL SPECIFICATIONS

The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Agreement.

6. 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 the Parties 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 arbitration under the arbitration rules of the Republic of Liberia. Any decision of the arbitration shall be final and binding on the parties.

7. 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 beyond the control of either Party that renders performance under this contract 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 event abates. The Party giving such notice shall, as far as practicable, remedy such disability with all reasonable dispatch. However, if such condition persists for up to 60 days this contract shall be terminated by either party with prior written notice.

8. 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 supply. In the event of failure by Supplier to deliver Services when due or within 14 days thereafter, the buyer shall have the option to purchase the Petroleum Products from another source and the buyer shall have the right to recover any additional cost incurred from the supplier including increased costs associated with obtaining the Supplies.

9. MODIFICATION

Except as otherwise specified in the quotation document tendered during the bidding process and marked as an annexure, 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.

10. 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.

FOR Supplier

Mr. A. Karim Kanneh
General Manager
Super Petroleum Company

FOR Buyer

Atty. Edrick F. Noah
Assistant Minister for Adm. & Public Safety
Ministry of Justice

11. GOVERNING LAW

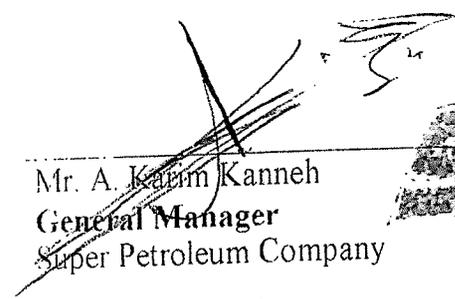
This contract shall be governed by the laws of the Republic of Liberia.

12. BINDING CLAUSE

This agreement is binding on the parties herein, 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

Witness



Mr. A. Karim Kanneh
General Manager
Super Petroleum Company



Witness



Cllr. Frank Musah Dean, Jr.
Minister & Attorney General R. L.