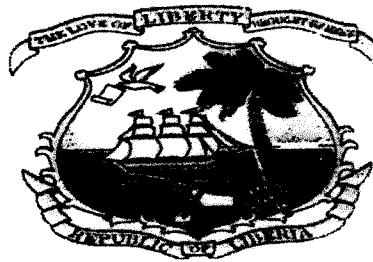


REPUBLIC OF LIBERIA

Public Procurement and Concessions Commission (PPCC)



CONTRACT No.: IFB No. PPCC/SBA/RFQ/001/19/20

Supply of Petroleum Products Framework Agreement

Between the

**Public Procurement and Concessions Commission
Capitol Hill, Executive Mansion Grounds
Monrovia, Liberia**

And

**Super Petroleum Company
Remco Building, Capitol Bye-Pass
Monrovia, Liberia**

Date: August 29, 2019

THIS CONTRACT is made and entered into this 29th day of August, 2019 by and between the **Public Procurement and Concessions Commission (PPCC)**, Executive Mansion Grounds, Monrovia, Liberia represented by its **Executive Director/CEO, Atty. Jargbe Roseline Nagbe Kowo** (herein after known and referred to as the “Purchaser”) and Super Petroleum Company, party of the first part and of Remco Building, Capitol Bye-Pass, Monrovia, Liberia represented by its **Chief Executive Officer, Mr. Karim Kanneh** (herein after known and referred to as the “service provider”) of the other part.” The Service Provider and PPCC are hereinafter jointly referred to as the “Parties” and individually as the “Party”, hereby:-

WITNESSETH:

WHEREAS, in keeping with the PPC Act, the PPCC sent out Request for Quotations for the procurement of Petroleum Products (IFB No. PPCC/SBA/RFQ/001/19/20) for the fiscal year 2019/2020 (June 1, 2019 –July 31, 2020;

WHEREAS, the Vendor (supplier) and others submitted quotations to participate in the competitive procurement process;

WHEREAS, an evaluation of the submissions was done in keeping with criteria streamlined in the Request for Quotes issued to bidders and Super Petroleum Company emerged as the most responsive bidder;

WHEREAS, PPCC offers the Vendor this contract (IFB No. PPCC/SBA/RFQ/001/19/20) on the basis of being the most responsive bidder and the vendor has accepted said contract;

WHEREAS, the Service Provider is a Liberian company engaged in the sales of petroleum products within the Republic of Liberia;

WHEREAS, the Purchaser is a public entity that is by law responsible for regulating compliance of public entities to the provisions of the Public Procurement and Concessions Act (PPCA);

WHEREAS, the Purchaser has requested the Service Provider to provide services, and has agreed to provide the herein described services on terms and conditions stated hereunder;

WHEREAS, the Service Provider has represented to the Purchaser that he/it possesses the requisite skills and capacity required to provide the herein described services to the Client;

NOW, THEREFORE, for and in consideration of the fees, promises, covenants and agreements set forth herein, the Parties hereby agree as follows:



1. Obligations of Supplier:

During the contract period, upon issuance of relevant purchase order by the Purchaser from time to time, the supplier shall in a timely manner supply the quantity of petroleum products (gasoline and diesel fuel) specified therein. The Purchaser shall designate an officer to coordinate the services to be performed.

2. Contract Price:

That the Purchaser shall pay for such products (diesel and gasoline) at the GOL regulated price upon inspection, delivery or upon completion and verification of the products.

3. Delivery:

Delivery shall be made immediately upon signing of contract and issuance of the LPO.

4. Schedule of payments:

That payment shall be made after signing of contract, issuance of LPO and delivery or performance of service.

5. Duration:

That this Contract shall operate for a period of one fiscal year commencing on September 15, 2019 up to June 30th 2020.

6. Conditions of Contract:

In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of contract attached below. 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:

- i. This Agreement
- ii. Technical Requirements
- iii. Schedule(s) of Delivery
- iv. List and Locations for Delivery
- v. The supplier's submitted Quotations
- vi. Documents Evidencing Delivery

7. In consideration of the payments to be made by the purchaser to the service provider the service provider hereby covenants with the purchaser to provide or perform the services and /or to remedy defects therein in conformity in all respects with the provisions of the contract.

8. The purchaser hereby covenants to pay the service provider in Consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

deduction of 10% of the delayed services and in addition to the termination of the contract for default.

10. Once the purchaser terminates the contract in whole or in part, the purchaser may procure upon such terms and in such manner, as it deems appropriate service similar to those and the Service provider shall be liable to the purchaser for any excess costs.

11. Dispute Resolution:

In the event any dispute relating to, arising out of or in connection with this Contract, or its construction, operation, termination or cancellation, the Parties shall attempt an amicable settlement of such dispute by means of negotiation. If the Parties cannot resolved the dispute within a reasonable period of not less than thirty (30) days, then either Party may submit the dispute to a court of competent jurisdiction in accordance with the laws of the Republic of Liberia.

12. Applicable Law

The Law applicable to this contract shall be the Laws of the Republic of Liberia.

13. Taxes and Duties

The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the Government of Liberia.

14. Warranty

The Service provider shall:

- a. Make such changes, modification and/or additions to the service or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract as its own cost and expense and to carry out further tests. Or
- b. Pay liquidated damages to the purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.50% of the contract price per day up to a maximum of 10% and thereafter, the contract shall be terminated.
- c. The period for correction of defects in the warranty period is 20 days after notification of defect.

15. Force Majeure:

11, as a result of Force Majeure any Party is rendered unable to carry out its obligations under this Contract, the Party claiming Force Majeure shall notify the other Party of the Force Majeure within a reasonable time after the occurrence of the facts relied on and shall keep the other Party informed of all significant developments. The obligations of the Party under this Contract shall be suspended during the Force Majeure period. The affected Party shall use all reasonable and diligence efforts to remove or overcome the Force Majeure situation as quickly as possible.

16. Termination:

That this Contract may be terminated by either party at any time prior to its end date, provided that a thirty (30) day prior written notification of discontinuance or termination is issued to the other party before the effective date of discontinuance or termination.

17. The Contract:

This Contract shall constitute all the agreements and representations made by the Parties to each other, and shall not be construed otherwise than those terms and conditions set forth herein. No modification or alteration of this Contract shall be valid unless evidenced by the expressed written agreement of the Parties, duly signed and sealed.

18. Notices:

a) Purchaser's address for notice purposes:

Atty. Jargbe Roseline Nagbe Kowo
Executive Director/Chief Executive Officer (CEO)
Public Procurement and Concessions Commission
Executive Mansion Grounds
Email: rnagbe@yahoo.com

b) Service Provider's address for notice purposes:

Mr. Karim Kanneh
Super Petroleum Company
Remco Building, Capitol By-Pass
Monrovia, Liberia

19. Validity of the Contract:

This Contract shall not be valid and binding unless it is signed and stamped by the legal and sufficient authority of the Parties.

In Witness Whereof, The Parties Have Hereunto Set Their Hands And Affixed Their Signatures and Seals On The Day, Month And Year First Written Above.

Super Petroleum Company:

Name: A. KARIM Kanneh

Title: Chief Executive Officer

Date: 06/09/2019

Witnessed by:

Name: Joseph T. Sherman

Date: 06/09/2019

Public Procurement & Concessions Commission:

Name: Jargbe R. Nagbe Kowo

Title: Executive Director

Date: 09/10/2019

Witnessed by:

Name: Joseph S. D. Suahso