

REPUBLIC OF LIBERIA

RURAL AND RENEWABLE ENERGY AGENCY

FRAMEWORK CONTRACT No: RREA/SBA/RB/001/2021

BETWEEN

RURAL AND RENEWABLE ENERGY AGENCY

AND

SUPER PETROLEUM COMPANY

**FOR THE SUPPLY OF PETROLEUM PRODUCTS FOR THE SPECIAL BUDGET
YEAR 2021**

September, 2021

Framework Contract

THIS FRAMEWORK AGREEMENT is made the 15th day of September 2021

BETWEEN

The Rural and Renewable Energy Agency (hereinafter called "the Purchaser")

And

Super Petroleum Company, a corporation incorporated under the laws of the Republic of Liberia and having its principal place of business at the Capitol Bye-Pass (hereinafter called "the Supplier").

The Purchaser intends to apply a portion of its budgetary allocation to the procurement of Petroleum products

Term and Conditions

The framework agreement is based on pre-agreed unit price of **USDS\$3.80** for the supply of petroleum products (hereinafter called "the Unit Price").

It is expected that up to about 4,500 gallons of petroleum products will be procured within the contract period. These are goods that will be required from time to time by the Purchaser.

As and when these items are supplied to the Purchaser, the Supplier will present for payment and invoices evidencing effected supply to the Purchaser.

The maximum duration of the agreement is limited to one (1) year and may be extended based on need and availability of funds.

DELIVERY TERMS:

This specific procurement is made throughout the term of the agreement AS FOLLOWS:

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall read and be construed as an integral part of the contract:

This Framework Agreement
Technical Specifications

SCHEDULE (S) OF DELIVERY

List and locations for delivery
The supplier's submitted quotations
Documents evidencing delivery

3. The contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in order listed above.
4. 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 and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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 times and in the manner prescribed by the Contract.
6. The Purchaser shall make payments to the Supplier on delivery and acceptance of the Goods as well as submission of delivery note, invoice and a waybill.
7. **Technical Specifications**
The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Agreement.
8. **Warranty**
The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
9. The Supplier shall inform the client on upward and downward changes in the price of petroleum administered by the Liberia Petroleum Refinery Company and the Ministry of Commerce. Said Changes shall be by the official price circular jointly issued by the Liberia Petroleum Refinery Company (LPRC) and the Ministry of Commerce and

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Laws of Liberia on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: 

In the capacity of: Executive Director

In the presence of: Augustine Msore

For and on behalf of the Supplier

Signed: 

In the capacity of: CHIEF EXECUTIVE OFFICER

In the presence of: ABRAHAM T. SELAH 

Annex 1: Technical Specification

ITEM #	DESCRIPTION	QUANTITY	DELIVERY
1	FUEL	1 GALLON	1 week after the signing of contract

Annex 2: Schedule of requirements

Number	Description	Quantity	Delivery schedule (shipment)	
			Days/weeks/months from _____ [yy/mm/dd]	
1	fuel	N/A	Monthly	September 15, 2021 – September 12, 2022

Annex 3: Suppliers submitted quotation



Annex 1: Tender Form and Price Schedule

Date: August 12, 2021

To: Rural Renewable Energy Agency

Gentlemen and /or Ladies

Having examined the tender documents including Agenda Nos: (Inert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Diesel in Coupons) in conformity with the said Tender documents for the sum of Nine thousand seven hundred one United States dollar forty cents. (US\$9,701.40) such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the goods and services in accordance with the delivery specified in the Schedule of requirements.

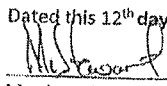
We agree to abide by this Tender for a period of 45 days from the date fixed for Deadline for Tender submission and it shall remain binding upon us and may be accepted at any time before the expiration of the period.


Commissions of gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below:

Name and address of Agent	Amount and Currency	Purpose of Commission gratuity
NONE	NONE	NONE

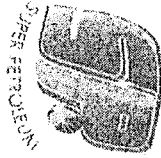
Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the Tender documents.

Dated this 12th day of August, 2021

Monique Stewart


Marketing Manager
(In the capacity of)

Duly authorized to sign Tender for and on behalf of SUPER PETROLEUM COMPANY



Annex 2: Price Schedule
Name of Bidder SUPER PETROLEUM COMPANY

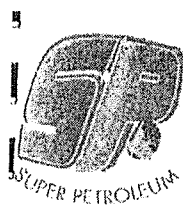
LOT	Description	Country of origin	Quantity (gallons)	Unit Price EXW (Specify place)	Total Price EXW	Total Price of inland delivery to final destination	Total CIF Site	Incidental Services and others	Total Tender Price	Remarks
2	Diesel in coupons	Ghana	2553	\$3.80	\$9,701.40	\$3.80	N/A	N/A	\$9,701.40	N/A
	Net price/ Total		2553		\$9,701.40		N/A	N/A	\$9,701.40	N/A

Signature of Bidder


M. A. Elusaka

Amount in words: Nine thousand seven hundred one United States dollar forty cents.

Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. Bidder must have to accept the correction of arithmetic error pursuant to ITB Clause 26.2 Caption



Bulk Supply:

Super Petroleum also operates a bulk fuel delivery system; wherein SP products will be delivered directly into your fuel storage facilities. This is done by using our fleet of fuel tankers with capacities ranging from 2,500 to 8,000 gallons. These tankers are regularly serviced and calibrated with meters and seals to ensure accuracy and timely delivery of products to customers.

Financial Proposal

Quotation for the Supply of Petroleum Product duty paid including discount and transportation

	Product Description	Quantity (gallons)	Unit Price (USD) C/P (Duty Paid)	Total Amount (USD)
1.	Diesel in Coupons	2553	\$3.80	\$9,701.40
	Grand Total	2553		\$9,701.40

Transportation Fees

Customer may redeem coupons for bulk supply. However, if a customer wishes to receive bulk supply, transportation fees will be applied. Transportation charges for bulk supplies are calculated at Tanker Union's rate according to distance across the country.

Payment Terms

Payment Term: Thirty (30) days. Payments for supply already made has to be settled within thirty (30) days for a new order to be supplied.

Price Adjustments:

Prices quoted above are subject to upward or downward changes administered by Liberia Petroleum Refinery Company and the Ministry of Commerce with prior notice. The customer will be informed of such change through the government issued price circular as soon as possible upon release.

Handwritten signature



Locations

Service Stations within key locations in and around Monrovia:

Station	Location	County	Opening Hours (7 days a week)	
Central Monrovia:				
1	SP Newport Street	Sekou Toure & Newport	Montserrado	7:00 am. - 11:00 pm.
2	LP Lynch Street	Lynch/Carey Street	Montserrado	7:00 am - 11:00 pm
3	LP-Buzzy Quarter	Buzzy Quarters, UN Drive	Montserrado	7:00 am - 11:00 pm
Sinkor:				
1	SP 9 th Street	9 th Street, Sinkor	Montserrado	24 hours
2	LP-Vamoma Station	24 th Street, Tubman Boulevard	Montserrado	24 hours
Congo Town/Old Road				
1	SP Old Road	Old Road	Montserrado	7:00 am. - 11:00 pm.
Paynesville				
1	PT Coco Cola Factory	Kakata highway	Montserrado	7:00 am. - 11:00 pm
2	SP SD Cooper	SD Cooper Road, Paynesville	Montserrado	7:00 am - 11:00 pm
3	PT ELWA	Roberts Field Highway	Montserrado	7:00 am - 11:00 pm
4	SP Duport Road Station	Duport Road	Montserrado	7:00 am - 11:00 pm
5	PT Duport Road	Duport Road Junction	Montserrado	7:00 am - 11:00 pm
6	PT Jacob Town	Opposite Lonestar, Paynesville	Montserrado	7:00 am - 11:00 pm
Bushrod Island				
1	PT Battery factory	Gardnersville, Somalia Drive	Montserrado	7:00 am. - 11:00 pm
2	SP – OAC Station	Bushrod Island opp Prestige Motors	Montserrado	7:00 am. - 11:00 pm
3	PT Bong mines Bridge	Bushrod Island	Montserrado	7:00 am - 11:00 pm
4	LP- Twch Farm	Bushrod Island, Monrovia	Montserrado	24 hours
Outside Montserrado including Ganta, Nimba County				
1	SP Ganta	Ganta	Nimba	7:00 am. - 11:00 pm
2	LP- Sanniquellie Station	Sanniquellie	Nimba	7:00 am. - 11:00 pm
3	SP Gbarnga	Gbarnga	Bong	7:00 am. - 11:00 pm.
4	SP Klay Junction	Klay Junction	Boni	7:00 am - 11:00 pm
6	NP Buchanan	Buchanan	Grand Bassa	7:00am – 10:00pm