



**FRAMEWORK CONTRACT
BETWEEN
LIBERIA REVENUE AUTHORITY
AND
PETRO TRADE
IFB No. LRA/SBA/RB/001/2023**



REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

**CONTRACT FOR PROCUREMENT TO SUPPLY PETROLEUM PRODUCTS
TO THE LRA**

THIS PROCUREMENT CONTRACT for Petroleum Products in Coupon to the LRA is made and entered into this 3rd day of May A. D. 2023, by and between the Liberia Revenue Authority (LRA) situated at its Headquarters, ELWA Junction, Paynesville City, Liberia represented by its Chief Administrative Officer, **Samuel G. Bennett, Jr.** (here-in-after known and referred to as the "Purchaser") and Petro Trade, Inc. situated on Capital By-Pass, Monrovia, Liberia represented by its Chief Administrative Officer, **A. Karim Kanneh** (here-in-after known and referred to as the "Supplier") both of whom are collectively referred to herein as "Parties

RECITAL

WHEREAS, the Purchaser desires to procure Petroleum Products for the use of the LRA;

WHEREAS, the Purchaser requested Price Listing in keeping with the Public Procurement Act through the Sole Source Method; and,

WHEREAS, the Purchaser will authorize a representative of the LRA that will sign for the Coupons from the Service Provider Super Petroleum's Office;

WHEREAS, the Purchaser is responsible to ensure that its storage tanks are properly calibrated and free of any defects, such as leakages or sludge that may cause shortages;

WHEREAS, the Client published a bid in keeping with the Public Procurement Act through the National Competitive Bidding; and

WHEREAS, the exchange USD rate is based on the CBL rate.

NOW THEREFORE, the Purchaser and Supplier have mutually understood and agreed to perform the obligations pursuant to terms and conditions as herein stated:

1. TERMS

The Supplier shall supply Petroleum Products to be delivered by the Supplier to the offices of the Purchaser within calendar Year May 1st 2023 or up to end of 31st December 2023 as mentioned herein or upon the full exhaustion of the specified quantity mentioned herein, whichever one comes first, as per requirements in LRA Bid documents or as may be subsequently agreed to by the parties in writing.

2. DUTIES OF THE SUPPLIER

The Supplier shall perform the following duties:

- a. Coupons will be processed at the supplier office for collection by purchaser upon receipt of payment for previous supply.

- b. The Supplier shall supply the Liberia Revenue Authority Petroleum Products in coupons as per the supplier bid, upon receipt of a Purchase Order and signed contract; and considering that the Purchaser is in line with agreed payment terms. Coupons shall be collected from the Supplier's office.
- c. The Supplier shall perform this contract in accordance with the Detailed Technical Specifications as indicated within the quotation Bid documents.
- d. The Supplier shall provide and supply Petroleum Products as provided in the contract and accordingly bill the Purchaser;

3. PAYMENT

a. **Ceiling**

Whole/Retail	Gasoline (PMS)	Fuel Oil (AGO)
Retail Pump Price	US\$5.00	US\$5.45

Note: Payment for previous supply has to be cleared before new supply is made.

b. **Unit Prices**

It is mutually agreed and understood that the above quoted unit prices are subject to upward or downward adjustments by the Ministry of Commerce based on fluctuations in petroleum prices on the World Market.

c. **Additional fee for replacement of expired coupons**

The Supplier shall be obligated to replace all expired coupons presented by the Purchaser in a timely manner on a (12%) twelve percent deduction.

d. **Taxation**

There is an obligation to withhold taxes on payments pursuant to Section 905(n) of the Liberia Revenue Code of 2000 as Amended (Code); therefore, the Purchaser shall withhold 1% taxes on every payment and remit same to the General Revenue Account.

e. **Payment Conditions**

Payment shall be made in United States Dollars or its Liberian Dollar equivalent at the prevailing USD exchange rate issued by the Central Bank of Liberia at which the Ministry of Finance & Development Planning makes the quarterly budgetary disbursement to the LRA during the quarter in which payment is to be made. Payment shall be made not later than the 10th day of the month following submission of invoice and supporting documents approved by the designated oversight authority. Payment shall be made by check.

4. CONTRACT ADMINISTRATION

The Purchaser designates the Deputy Commissioner General Administrative Affairs as its Oversight Authority who shall be responsible for the coordination of activities under this contract.

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5. **Notices:** Any official notice, consent, approval or other communication that is unrelated to the routine management of this Service Contract Agreement shall be in English and in writing and shall be delivered to the below named Authorized Representative of each party as follows:

To Purchaser:

ATTN: **Mr. Samuel G. Bennett, Jr.**
Deputy Commissioner General for Administration
Liberia Revenue Authority
ELWA Junction, Paynesville, Liberia
Email: samuel.bennett@lra.gov.lr

To Service Supplier:

Name
Mr. A. Karim Kanneh
Petro Trade Inc.
Capital By-Pass
Monrovia, Liberia

6. CONFIDENTIALITY

The Supplier shall keep all information obtained during the course of this Contract confidential in keeping with the Liberia Revenue Code of 2000 as Amended.

7. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE SUPPLIER

- a. The failure or refusal by the Supplier to timely perform any obligation under this Contract; and
- b. The failure or refusal of the Supplier to replace all shortages incurred during transport and supply of Petroleum Products to the LRA, within reasonable time.

8. EVENTS THAT CONSTITUTE DEFAULT ON THE PART OF THE PURCHASER

- a. The failure or refusal by the Purchaser to timely perform any obligation under this Contract.
- b. The failure or refusal of the Purchaser to pay any amount owed hereunder to the Supplier within thirty (30) days following written notices from the Supplier for the amount due.

9. FORCE MAJEURE

In the case of "Force Majeure" neither party shall be in default on account of non-performance or assume liability for any performance or responsibility. Force majeure includes consequence arising out of the interruptions of its performance under this Contract by epidemics, fire, flood, unusually severe weather, any extraordinary natural disturbances, acts of nature or public enemy, acts of civil commotion, riot, acts of terrorism, insurrection or hostilities blockades, embargoes, unforeseen market shortages or any cause beyond the reasonable control of such party, which

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arise without the fault or negligence of such party, and that results in delay of performance hereunder. Any such delay resulting from such events, the defaulting party shall use its best efforts to notify the other party within (3) days after the occurrence of such an event and the cessation thereof.

10. SAVINGS OR SEVERABILITY CLAUSE

If any term of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, then this contract, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. GOVERNING LAW.

This Contract shall be construed and enforced in accordance with the laws of the Republic of Liberia.

12. ASSIGNMENT

This Contract shall not be assigned by either party without the prior written consent of the other party.

13. DISPUTE RESOLUTION

Any dispute arising out of this contract which cannot be amicably settled between the parties shall be referred first to arbitration then to adjudication in accordance with the laws of the Republic of Liberia.

14. TERMINATION

The Purchaser may terminate this Contract with at least ten (10) working days prior written notice to the Supplier after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause:

- a. If the Supplier does not remedy a failure in the performance of its obligations under the Contract within five (5) working days after being notified, or within any further period as the Purchaser may have subsequently approved in writing;
- b. If the Supplier becomes bankrupt or insolvent, but not arising from activities out of the contract;
- c. If the Supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing LRA Policies or the laws of the Republic of Liberia) in competing for or in performing the Contract;
- d. If the Supplier is adjudged guilty of any criminal offense or is found liable in a civil matter; and
- e. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

15. ENTIRETY OF CONTRACT AND AMENDMENT.

The terms and conditions set forth herein constitute the entire Contract between the parties and supersede any communications or previous contract with respect to the subject matter of this Contract. There are no written or oral understandings directly or indirectly related to this Contract that are not set forth herein. No change can be made to this Contract other than in writing and signed by both parties.

16. BINDING CLAUSE

This Contract shall be binding upon and inure to the benefit of the parties, successors and assigns of the parties hereto as may be permitted. Any assignment made contrary to this Contract shall be void and unenforceable.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SIGNATURES ON THIS INSTRUMENT ON THE DAY AND DATE FIRST ABOVE WRITTEN.

IN THE PRESENCE OF:



Samuel G. Bennett, Jr.
For and on behalf of LRA


A. Karim Kanneh
For and on behalf of Petro Trade Inc.