

(COUNTY OF MONTSERRADO)
(REPUBLIC OF LIBERIA)

FRAMEWORK AGREEMENT FOR SUPPLY & DELIVERY OF GOODS

This Framework Agreement for supply of Petroleum Products, dated this 1st day of July A.D 2021 made by and between the LMHRA of the city of Monrovia, county of Montserrado, Republic of Liberia represented its Managing Director Pharm. Keturah C. Smith, hereinafter referred to as the "Authority" and Super Petroleum (SP), a firm, organized, registered and existing under the laws of the Republic of Liberia, with principal offices at Capitol Bypass, Monrovia, represented by its General Manager, Mr. Karim Kanneh, hereinafter referred to as "Supplier; collectively, the Authority and the Supplier shall herein after be referred to as the "Parties"; and

WITNESSETH:

WHEREAS, the LMHRA is an autonomous government agency established by an Act of Legislature 2010 and same having the statutory mandate to promulgate regulations to ensure good quality, safe and efficacious medicines and health products for the enhancement of quality health services in the country. In fulfilling this charge to provide aforesaid service, the Authority may engage in partnerships with public non-profit or government entities through grants or contracts for the cost of providing services that the nature and quality of the services provided will conform to the Authority's requirements, and

WHEREAS, the Supplier (Super Petroleum -SP) is a local business firm organized, registered and existing under the laws of the Liberia and is engaged in the distribution of petroleum products on the Liberian market, and

WHEREAS, after completing a competitive procurement process appertaining to the supply of petroleum products to the LMHRA, the Authority desires to enter into a Framework Agreement with the Supplier to facilitate the supply of petroleum products to the LMHRA, and

WHEREAS, the Supplier agrees to furnish to the Authority and the Authority agrees to accept, petroleum products to be supplied by the Supplier and the prices thereof, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of their mutual interests, promises, warranties and covenants set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

PART I
Specific Condition

Section 1. SERVICES

SECTION 1. DEFINITION.

In the context of this Agreement, the following words shall have the meaning given hereinafter: "AGREEMENT" means this supply contract including its recitals, substantive clauses, and appendices, the provision of which are an integral part thereof;

"AUTHORIZED REPRESENTATIVE" means an employee of the LMHRA with written approval from the LMHRA to receive Products on its behalf.

"CONTRACT PERIOD" means the term of this Agreement as described in Section 2;

"DELIVERY" means the physical delivery of coupons representing the product purchased at the place designated in the order as described in Section 3;

"ORDER" means any written order for product issued by the LMHRA including by e-mail and confirmed in writing by the Supplier in accordance with and pursuant to the Agreement;

"PARTIES" means the Supplier and the LMHRA, including their successors, permitted assignees and permitted transferees. a "Party" means any one of them.

“PRODUCT” means diesel fuel and gasoline other product name in this contract;

SECTION 2. TERM OF THE SERVICE.

The service of the Supplier under this Agreement shall commence on 1st July 2021, and terminates 30th June 2022 but may automatically extend to September 30, 2022 to cover for vouchers committed or before June 30, 2022, but remained unpaid as of June 30, 2022 pursuant to the Public Finance Management Act of 2010. Any performance beyond the Contract Period shall not be construed a renewal of the contract; renewal shall only be done by written agreement of the Parties.

This Agreement shall become effective on the date of its signature by both the LMHRA and the Supplier acting through their duly Authorized Representatives identified as the undersigned authority below.

Section 3 SCOPE OF SERVICE

3.1. SCOPE OF SERVICE

3.1.1 SUPPLY OF PRODUCTS

During the term of this Agreement and any extension hereof, the Supplier shall sell and supply the following petroleum products (Diesel Fuel, Gasoline, Lube Oil, Coolant, heavy grease, breaks fluid, power steering fluid, Engine oil) to the LMHRA and the LMHRA shall buy from the Supplier such petroleum products on terms and conditions of this contract as follows:

- 3.2.1. For purchases under this contract, the following procedure shall apply: the LMHRA shall send a request to Super Petroleum for the quantity of commodity required, through a procurement order (communication). The Supplier shall furnish the LMHRA on demand with rates for petroleum products as declared by the Ministry of Commerce, which shall be the basis for all quotations covering the period of this contract; and the Supplier shall issue pro-forma invoices detailing quantity and monetary value of petroleum products as requested by the LMHRA. As long as the Agreement is in force and effect, the terms and conditions of this Agreement shall apply to all Orders and all order confirmations of the Supplier.
- 3.2.2. **Risk and delivery:** Title to and risk in the Products will pass to the LMHRA after the products have been received and signed for by the LMHRA.
- 3.2.3. The date for delivery shall be as specified in the Invoice.
- 3.2.4. Products shall be delivered through Coupons (Cash or Gallons)

Section 4. PRICE /PAYMENT

- 4.1. In consideration for the supply of the petroleum products to the Authority as stated above in Section 3, the LMHRA under this Agreement shall pay the Supplier the price quoted for each product in the Supplier's accepted quotation and based on the order, supply, delivery, and acceptance of items as ordered on a given occasion.
- 4.2 **PRICE:** The prices ("Price") for the items under this Agreement shall be based on quoted prices during the bid process. However, the Supplier shall furnish the LMHRA, in writing, with a change of unit price based on Ministry of Commerce's regulation due to price change on the market per country.
- 4.3. **Price and Payment**
 - 4.3.1. The Supplier must provide the LMHRA with a valid invoice for each Order detailing the Products supplied and the Price. Payment under this contract shall be made through Office of Finance of the LMHRA.
 - 4.3.2. It is mutually agreed between the two parties that LMHRA shall pay in advance the full amount invoiced before delivery of the product through check issued to Super Petroleum and deposited into Super Petroleum's designated account

- 4.3.3. An authorized LMHRA staff, with valid LMHRA ID Card, shall deposit the check and delivery of the coupons.

Section 5. Warranty

5.1. The Supplier warrants that all Coupons to be supplied to the LMHRA under this agreement shall

- *Be valid and used at any SP authorized filling station;*
- *Meet the needs of the LMHRA as set out in the LMHRA's tender for the provision of petroleum products.*
- *Correspond strictly with any and all representations, descriptions, and specifications given by the Supplier*

5.2. The Supplier warrants that it has clear title to the coupons to be supplied under this agreement, free of liens or encumbrances.

Section 6. Quality Control

The LMHRA shall make final determination about the quality of the Supplier's outputs/deliverables and performance of its Terms of Reference.

Section 7. Legal Status.

The Parties are independent contracting parties, and nothing in this Agreement will make any Party an employee, partner, agent, legal representative, trust or joint venture of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

Section 9. Dispute Settlement

Any dispute arising out of or, in connection with this agreement, if attempts at settling amicably through negotiation have failed, either party may proceed for settlement in a court of competent jurisdiction in Liberia.

Section 10. Termination of Contract.

10.1 The LMHRA may terminate this Agreement without cause with 30 days' written notice.

10.2 The LMHRA may terminate this Agreement immediately with written notice to the Supplier if:

- (a) the Supplier commits a fundamental breach of any of its obligations under this Agreement, and such breach is not remedied (if capable of remedy) within fourteen (14) days of notice in writing from the LMHRA requiring that such breach be remedied;
- (b) the LMHRA determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract,
- (c) the Supplier is in breach of any of its obligations under this Agreement, which breach is not a fundamental breach and such breach is capable of being remedied and has not been remedied within thirty (30) days of notice in writing from The LMHRA requiring that such breach be remedied;
- (d) for any reason the Supplier is no longer able to perform its obligations under this Agreement;
- (e) the Supplier becomes insolvent or goes into administration, receivership or liquidation or enters into any arrangement or composition with its creditors or any action is taken for the appointment of an administrator or official manager or receiver of the assets of the Supplier; or
- (f) the Supplier ceases or threatens to cease carrying on business.

10.3 The Supplier may terminate this Agreement immediately on written notice to the LMHRA if:

- (a) The LMHRA fails to pay or dispute any invoice and fails to remedy such breach within sixty (60) days of a notice from the Supplier requiring The LMHRA to remedy same and stipulating that The LMHRA is in breach of this Agreement; or

(b) The LMHRA becomes insolvent or goes into administration, receivership or liquidation enters into any arrangement or composition with its creditors or any action is taken for appointment of an administrator or official manager or receiver of the assets of The LMHRA

10.4 Termination of this Agreement is without prejudice to any accrued rights of either party as at the date of termination.

Section 11. Governing Laws

This Agreement shall be subject to the laws of Liberia; and subject to the foregoing, the Courts of Liberia shall have exclusive jurisdiction.

Section 12. Taxation.

The Supplier shall pay all taxes that are due and payable under this contract to the Liberia Revenue Authority.

Section 13. Confidentiality.

In performance of this Agreement or otherwise, all information regarding the activities or business of the LMHRA shall at all times be treated by the Supplier as confidential and shall not be disclosed or circulated except with the prior written consent of the LMHRA or to the extent that the information is or comes into the public domain through no fault of the Supplier, or that such disclosure is required by law.

Section 14. Amendment.

Amendments and modifications to this Agreement shall be made in writing and signed by The Parties or their respective authorized agents. The terms of this agreement shall extend to and be binding on The Parties, their successors in office, legal representatives and heirs during the life of the Agreement

Section 15. Acceptance

By their signatures below, the parties to this agreement indicate their understanding and acceptance of the terms herein.

Section 16. Severability

Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provisions in any other jurisdiction. Where applicable laws resulting in such prohibition or unenforceability may be waived, the parties are waived by the parties to the full extent permitted by law so this Agreement shall be valid, binding and enforceable in accordance with its terms.

Section 17. No Claims

There are no claims, investigations or court proceedings or others in progress, pending or threat against the Supplier, which if determined adversely, would have a material adverse effect on the capacity of the Supplier's capacity to implement the Contract.

Section 18. Notice of Material Events

The Supplier shall immediately provide written notice to the LMHRA of any claims, investigation or court proceedings in progress, pending or threatened against it which, if determined adversely, would have a material contrary effect on the capacity of the Supplier to implement the Contract or perform any of its obligations.

Section 19. Force Majeure

The Parties shall not be liable for any partial or complete failure to meet their commitments under the present Contract in the event of a Force Majeure.

Contract shall be suspended for the period of duration of such circumstances (force-majeure). The Party affected by the force-majeure circumstances shall notify the other Party within 3 days of their occurrence provided the means of contact is available. If force-majeure circumstances continue for more than 30 months the present Contract may be terminated upon mutual consent among the Parties without mutual claims.

Section 20. Non-waiver of Remedies

No delay in exercising any right or remedy under this agreement shall be construed as a waiver of such right of remedy.

Section 21. Survival

All covenants, agreements, representations and warranties made by the Supplier in this agreement shall be considered to have been relied upon by the LMHRA and shall survive the execution and delivery of this agreement, regardless of any investigation made by the LMHRA or on its behalf and notwithstanding that the LMHRA may have had notice or knowledge of any fact or incorrect representation or warranty at any time in the contract term, and shall continue in full force and effect ending five years subsequent.


IN WITNESS WHEREOF, the parties have hereto set their hands and affixed their signatures on the date and date first above written.

IN THE PRESENCE OF:


WITNESS

AS TO


Pharmacist Keturah C. Smith/MD/LMHRA
MANAGING DIRECTOR
THE AUTHORITY
MONROVIA - LIBERIA


WITNESS

AS TO


Mr. Karim Kanneh, CEO - SP
SUPPLIER