REPUBLC OF LIBERIA)
MONTSERRANDO COUNTY)

Framework Contract for the Supply of Petroleum Products

This Contract is hereby made and entered into this 15 day of July A.D. 2022, by and between the Ministry of Education represented by its **Minister, Prof. D. Ansu Sonii, Sr**, hereinafter known and referred to as the **Purchaser** and **Super Petroleum**, represented by its **Managing Director, Mr. A. Karim Kanneh,** hereinafter known and referred to as the **Supplier.** The parties' mutuality agrees as follow to wit:

Witnesseth:

Whereas, the Purchaser desires to apportion funds towards the cost of procuring **Petroleum Products (Diesel in Coupons)** under the Contract pursuant to the ***IFB No: MOE/SBA/NCB/001/21/22***

Whereas, **Purchaser,** through the bidding system, identified as a suitable supplier with the requisite, materials and experience, as per bid requirement to deliver, upon request or immediately the needed **Petroleum Products (Diesel in Coupon)** as indicated in the bid documents (***Bids, Ref: IFB No:*** *MOE/SBA/NCB/001/21/22*), which shall form a cogent part of this Agreement

Whereas, the Supplier, is a business, registered under the Liberian Corporation Laws and having its registered office in Monrovia, Liberia, participated in the bidding process by submitting BIDS, inclusive of proforma invoice; and

Whereas, following a careful and thorough analysis of all bids submitted for the supply of **Petroleum Products (Diesel in Coupon)** was selected as one of the most suitable entity to supply as contemplated by **Purchaser**; and

Whereas, the **Purchaser** is willing to enter into the Agreement with the Supplier in reliance of the **Supplier's undertaking** to deliver the requisite **Petroleum Products (Diesel in Coupon)** upon request in accordance with this Agreement and the BIDS submitted by the Supplier; and

NOW, therefore, in consideration of the premises, and the mutual obligations undertaken herein, the Purchaser and the Supplier, intending to be legally bound, hereby agree as follows:

OBLIGATION OF SUPPLIER

1. The **Supplier** shall receive **Petroleum Products (Diesel in Coupon)** as stipulated in Bid document above mentioned upon receipt of full payment to the supplier in a timely manner.
2. The **Supplier** shall complete the delivery of the required **Petroleum Products (Diesel in Coupon)** requested by the Purchaser within the full term of the contract which serves for the full fiscal year 2022 and commences from the date both parties affix their respective signatures to the contract.
3. Notwithstanding count "2" the **Service Provider** has guaranteed to supply on all **Petroleum Products (Diesel in Coupon)** upon receipt of full payment the supplier in a most timely manner but not exceeding the annual year 2022.
4. **COST OF PROJECT/PAYMENT TERMS**
   The parties agree on the unit price and quantity of the **Petroleum Products (Diesel in Coupon)** based on the below breakdown stipulated herein. However, prices are subject to change upon receipt of the approve government price regulations.

No.	Item/description	Quantity (Gallons)	Unit Price	Total Price
1	Diesel in US Good note Cash coupon	159,490.83	$ 5.89	$939,401.00
	Grand Total			**$ 939,401.00**

5. The purchaser shall pay the supplier in advance before the supply of petroleum products is made in full delivery of the total quantity of Petroleum Products (Diesel in Coupon), and a delivery note duly signed by the purchaser designated representative with the total amount stipulated in the supplier's quote.

6. Purchaser covenants and warrants paying or causing to be paid the invoice amount of Petroleum Products (Diesel in Coupons) supplied by the SUPPLIER within the annual year.

QUALITY

7. **Supplier** warrants that it shall deliver its **Petroleum Products (Diesel in Coupon)** for receipts by Purchaser in a state and condition that is of merchantable quality.

DURATION AND CONTINUANCE OF THE AGREEMENT

8. Save for clause "2", the life span of this Agreement shall be for this annual year 2022 commencing from **July A. D. 2022** up to and including the **last day of December 2022,** provided the **Purchaser** serves notice of intent to cancel this Agreement as provided for in count 15 below. The Parties desire this Contract to be a self-executing contract unless there is a clear breach of a provision herein which has not been duly cured by the breaching Party after notice.

DEFAULT AND TERMINATION

9. The following shall constitute Events of Default on the part of the **Supplier:**

   a) Save in the case of force majeure as defined hereunder in this Agreement, the repeated and persistent failure or refusal by the **Supplier** to timely perform any material obligation under this Agreement; **provided** that **Purchaser** shall be given ten (10) days prior written notice to the **Supplier** specifying that a material default or defaults exist which will unless corrected, constitute a material breach of this Agreement on the part of the **Supplier** unless such default is corrected within a reasonable period;

   b) The occurrence of one more of the following events: The **Supplier** being or becoming insolvent, bankrupt, or ceasing to pay its debts as they mature.

10. The following shall constitute events of default by the **Purchaser:**

   a) Save in the case of force majeure as defined hereunder in this Agreement the repeated and persistent failure or refusal by **Purchaser** to timely perform any material obligation under the Agreement, provided the **Supplier** shall give ten (10) days' prior written notice to the **Purchaser** specifying that a material default or defaults exists which will, unless corrected constitute a material breach of this Agreement on the part of the **Purchaser** unless such default is corrected within a reasonable period.

11. Termination of Agreement following an Event of Default:

   a) If an Event of Default has occurred, the non-defaulting party shall have the option to terminate this Agreement upon ten (10) days prior written notice from the non-defaulting party to the defaulting party

   b) If this Agreement is terminated pursuant to this section, the amount of damages, if any which the defaulting party may owe to the non-defaulting party shall be determined by arbitrary persistence to clause "16" hereunder.

12. Neither party shall be in default on account of, and neither party shall assume any liability responsibility for, consequences arising out of the interruptions of its performance under Agreement by epidemics, fire, flood, unusually severe weather or any extraordinary and disturbances, acts of nature or of the public enemy, act of the Liberian Government or another foreign Government in its sovereign capacity, civil commotion, riot, acts of terrorism, insurrection or hostilities (whether or not declared war), condition may adversely affect the safety of either party's personnel and / or equipment, restriction due to quarantines, blockades, embargoes, severe and unforeseen market shortage, or any cause beyond the reasonable control of such party, that arise without the fault or negligence of such party, and that result in the delay of performance hereunder. Any such delay resulting from such events shall be deemed excusable. The party whose performance will be delayed by such events will use its best efforts to notify the other within three (3) days after the occurrence of such an event, and the cessation thereof.

13. *The parties agree that if there should be any disputes arising out of the provisions of this Agreement which cannot be resolved by the parties themselves same shall be submitted to a competent court of jurisdiction in Liberia or any court having jurisdiction in any such matter.*

14. This Agreement may not be assigned by either party without the prior written notice to the other party, except the SELLER shall have the right to assign this Agreement to any of its subsidiaries or affiliates.

MISCELLANEOUS

15. Regulatory: This Agreement and all operations hereunder are subject to the applicable laws of the Republic of Liberia and the applicable orders, rules, and regulations contained herein shall be not construed as waiver of any to question or contest any such lay, order of regulation in any form having jurisdiction in the premises.

16. Notice: All provided for herein shall be in writing and shall be deemed to be delivered to Supplier when addressed to Seller at:

Super Petroleum
Capitol By-Pass
Monrovia, Liberia

And shall deemed to be delivered to Purchaser when addressed to:
Ministry of Education
Ministerial Complex, Congo Town
Monrovia, Liberia

All notices shall be delivered by electronic of physical mail, text, or by such courier that can evident delivery, and to such other single name and address as either party may give to the other party.

17. This Agreement shall be bidding upon and inure to the benefit of the parties permitted, the successors and assigns hereto pursuant to this section. Any attempted assignment made contrary to this Section shall be void.

For the **Purchaser**

Prof. D. Ansu Sonii, Sr.
MINISTER
Ministry of Education

For the **Supplier**

Mr. A. Karim Kanneh
Managing Director
Super Petroleum

Approved:

Hon. Samuel D. Tweah, Jr.
MINISTER
Ministry of Finance & Development Planning

B. Jawo
SUPPLIER

Attested: T. Dean, Jr.
Cllr. Frank Musa Dean
MINISTER
Ministry of Justice