

COUNTY OF MONTERRADO)  
REPUBLIC OF LIBERIA)

PETROLEUM PRODUCT SUPPLY & DELIVERY FRAMEWORK AGREEMENT

This Framework Agreement made and entered into this 19<sup>th</sup> day of December, A. D. 2020, by and between the Ministry of Health, Republic of Liberia through the Covid-19 Incident Management System (party of the first part, hereinafter known and referred to as the "MINISTRY") represented by the Minister/IMS Chair Dr. Wilhelmina S. Jallah, and Super Petroleum (SP), a business firm organized and existing under the laws of Liberia with principal offices at REMCO Building, Capitol By-Pass, Monrovia, Liberia, represented by its CEO, A. Karim Kanneh (hereinafter referred to as the "Supplier"); collectively, the Ministry and the Supplier shall hereinafter be referred to as the "Parties"; and

**WITNESSETH:**

**WHEREAS**, The Ministry is charged under Chapter 39 of the amended Executive Law of 1972 with administering government activities pertaining to the protection and improvement of public health;

**WHEREAS**, the Supplier is a Liberian owned entity;

**WHEREAS**, there is a fast spreading Coronavirus (COVID-19) and the WHO has declared the same as a pandemic;

**WHEREAS**, in its fight against the said COVID-19, the Republic of Liberia, through the Ministry/IMS, is in need of petroleum products (diesel and gasoline);

**WHEREAS**, in order to proceed with this process, the Ministry's Procurement Unit obtained a PPCC no-objection to use the single source bidding method in keeping with the amended and restated Public Procurement Concession Act of 2010 and consequently selected the Supplier in keeping with the amended and restated Public Procurement Concession Act of 2010 and the Supplier accepts the Ministry's offer and warrants to the Ministry that it is in the business of distributing petroleum products on the Liberian Market and has a business registration and valid license required under applicable laws;

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:

**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 any appendices, the provision of which are an integral part thereof;

**"AUTHORIZED REPRESENTATIVE"** means an employee of the Ministry with written approval from the Ministry 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 Ministry 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 Ministry, including their successors, permitted assignees and permitted transferees, a **"Party"** means any one of them;

**"PRODUCT"** means diesel fuel and gasoline;

**SECTION 2. TERM OF THE SERVICE.**

2.1 The service of the Supplier under this Agreement shall commence on December 20, 2020 and continue until terminated by the Ministry ("the Service Period"). Such termination shall be upon at least thirty-day notice. However, the contract may remain active 30 days beyond the date of termination for the sole purpose of settling obligations incurred or committed on or before the date of termination but remained unpaid up to such date of termination. Provided however that any performance beyond the Contract Period shall not be construed as a renewal of the contract; renewal shall only be done by written agreement of the Parties.

**SECTION 3. PRODUCT DELIVERY****A. The Ministry shall:**

1. Obtain appropriation/allotment or Cash to purchase petroleum products from Supplier;
2. Obtain quotation rates declared by the Ministry of Commerce for the aforesaid products from Supplier;
3. Issue in favor of the Supplier, a check(s) and other complementary documents to cover the exact quantity of petroleum products under request from the Supplier;
4. Take delivery from the Supplier, the exact quantity and monetary value of the petroleum products in coupons and sign the delivery notes of the Supplier;
5. Present aforesaid coupons to the Supplier's service stations nationwide and receive on demand, petroleum products equaled to the value of coupons presented;

**B. The Supplier shall:**

1. Furnish the Ministry 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;
2. Issue pro-forma invoices detailing quantity and monetary value of petroleum products as requested by the Ministry;
3. Receive check(s) and other complementary documents covering the exact quantity of petroleum products under request from the Ministry/IMS, and supply immediately thereafter, the exact quantity and monetary value of petroleum products in its favor;
4. Ensure that the aforesaid petroleum products are delivered in coupons to the Warehouse Director of the Ministry and obtain delivery notes thereafter;
5. Ensure that the original copies of the aforesaid delivery notes are submitted to the OFM to be attached to voucher payable to the Supplier;
6. Ensure receipts of copies of the transactional documents the Ministry shall issue in its favor to cover the exact quantities and monetary values of petroleum products supplied thereunder;
7. Ensure that the Ministry shall be supplied petroleum products equals to the dollar value of coupons presented at all of its service stations;
8. Ensure that its stock of petroleum products shall meet the Ministry's demand.

**C. The Parties shall:**

1. engage in the purchase of and payment for petroleum products using other complementary procurement and payment methods not set forth in Section 3A&B, but which may be adopted pursuant to the Public Procurement and Concession Act of 2010 and the Public Financial Management Act of Liberia and any amendments thereafter.

**3.2. Contract Documents**

This document and all annexes hereto together with the following named documents which are incorporated herein by reference constitute the entire contract (herein referred to as the "this contract") between the Ministry and the Supplier.

The Contract documents are taken as complementary of one another, but in case of ambiguities discrepancies or inconsistencies among them, the contract shall be interpreted on the basis of the following order of priority:

1. this Contract;
2. the Ministry's request for Proposal or bid documents(Annex I)
3. the Suppliers Bid or proposal (Annex II)
4. the Ministry Procurement Committee's evaluation report (Annex III)

#### **SECTION 4. PRICE PAYMENT & TAX**

4.1. All prices hereunder \$3.50 United States Dollars per gallon. They are however based on the Ministry of Commerce approved prices for each product but subject to upward or downward changes in line with product cost and any other conditions that may affect the oil market beyond the control of the "Supplier" and as approved by the Ministry of Commerce and Industry (MOCI). Such changes shall be in line with government approved prices and shall be communicated to the "Ministry/IMS" as soon as practicable.

4.2. The Supplier shall be responsible to pay all lawful taxes in connection with the price(s) associated with this contract.

#### **SECTION 5. WARRANTY**

The Supplier warrants that the products (Diesel & Gasoline) to be supplied to the Ministry under this agreement shall:

- a) Be of merchantable quality;
- b) Be free from defects;
- c) Be fit for the intended purpose;
- d) Meet the needs of the Ministry as set out in the Ministry's tender for the supply and delivery of petroleum products.

#### **6. DISPUTE SETTLEMENT**

In case of any dispute arising out of or relating to this Agreement, the Party raising the dispute shall first serve Notice on the other Party setting forth a description of the dispute and requesting that the Parties meet to negotiate an amicable settlement. Failing an amicable settlement, all disputes arising from this agreement or related to it shall be finally settled in accordance with the Republic of Liberia.

#### **7. RECIPROCAL RIGHTS CLAUSE**

Should it occur that either Party fails to perform one or more of the obligations devolving upon it by virtue of this agreement; the other Party may terminate this agreement after official notice has been issued in accordance with Section 9. The non-performing Party shall have ten (10) days from receipt of notice to cure, following which the non-breaching Party may terminate the agreement without further notice to the other Parties. Each Party shall remain liable for all obligations accruing up to the date of termination.

#### **8. FORCE MAJEURE**

It is also agreed and understood by the Parties hereto that in the event of hostilities including civil disturbances, natural disaster, or other acts of God beyond the control of either Party that renders performance under this contract impossible, the Party unable to perform shall give notice in writing to the other Party as soon as practicable upon the occurrence. Thereafter, the obligations of the Parties shall be suspended until the force majeure is cure but for no longer than 60 days. The Party giving such notice shall, as far as practicable, remedy such disability with all reasonable dispatch.

#### **SECTION 9. TERMINATION OF CONTRACT.**

It is mutually agreed by both Parties that either Party may terminate the Agreement by giving thirty (30) days' notice to the other, subject however to whatever rights have accrued by virtue of delivery and receipt of the products. In the event of failure by Super Petroleum to deliver the coupons when due or within 7 days thereafter, the Ministry shall have the option to purchase the fuel products from another source and the Ministry shall have the right to recover any additional cost incurred from the supplier including increased costs associated with obtaining substitute products.

#### 10. MODIFICATION

This agreement constitute the total and entire understanding between the Parties and all previous agreements or understandings, whether oral or written, are hereby merged and incorporated into this agreement. Any modification to this agreement must be agreed upon by the Parties in writing.

#### SECTION 11. NOTICE

All communications and notices under this agreement shall be sent to either Party at the following addresses in writing and sent by mail or hand delivery.

##### FOR THE MINISTRY

Dr. Wilhelmina S. Jallah  
Minister/IMS Chair  
Ministry of Health  
Monrovia, Liberia

##### FOR THE SUPPLIER

A. Karim Kanneh  
Chief Executive Officer  
Super Petroleum  
REMCO Building,  
Capitol By-Pass  
Monrovia, Liberia

#### SECTION 12. AMENDMENT.

Amendments and modifications to this Agreement shall be made in writing and signed by the parties hereto or their respective authorized agents.

#### 13. SEVERABILITY

If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, the remainder of such provision and all other provisions of the Agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the term and provision being replaced

#### SECTION 14. BINDING CLAUSE

This agreement is binding on the Parties hereto, their successors in business, legal representatives and assigns as if they were specifically mentioned herein.

IN WITNESS WHEREOF, the parties have affixed their signatures on this document on the date and in the year above written in the city of Monrovia, Liberia.

FOR THE SUPPLIER:

A. Karim Karneh  
CEO



FOR THE MINISTRY:

Signed:

Mr. Fidel Wiah  
Deputy IMS Manager for  
Finance & Administration

Approved:

Dr. Wilhelmina S. Jallah  
Minister/IMS Chair