

COUNTY OF MONTSEERRADO)  
REPUBLIC OF LIBERIA )

**FRAMEWORK AGREEMENT FOR THE SUPPLY OF PETROLEUM PRODUCTS**

THIS FRAMEWORK AGREEMENT FOR THE SUPPLY OF PETROLEUM PRODUCTS (IFB No. NPHIL/GOL/SBA/RB/001/20/21) is made and entered into on this 5<sup>th</sup> day of *May* A.D. 2021, by and between the **National Public Health Institute of Liberia (NPHIL)** of the city of Monrovia, County of Montserrado, Republic of Liberia, represented by its Director General, **Hon. Jane A. Macauley**, (hereinafter referred to as the "Institute") and **Super Petroleum Company**, represented by its CEO, **Mr. Karim Kanneh** with principal place of business on the Capitol By-Pass, Republic of Liberia, (hereinafter referred to as "Supplier"); collectively, the Institute and the Supplier shall herein after be referred to as the "Parties", do hereby to wit:-

**WITNESSETH:**

**WHEREAS** the "INSTITUTE" wishes to procure Petroleum Products (Gasoline and Diesel) for use by the National Public Health Institute of Liberia and to commence from the 5<sup>th</sup> day of May, 2021 up to and including the 30<sup>th</sup> day of June, A.D. 2021; which shall be financed by the National Budget as provided for under the Government of Liberia established and approved purchasing procedures and/or in line with the Public Procurement & Concessions Commission Act of 2010;

**WHEREAS** the "INSTITUTE" is desirous to procure Petroleum products (Gasoline and Diesel) through a bidder which has been determined to be the lowest and best service evaluated bidder and its subsequent responsiveness to the bidding process.

**WHEREAS** the "INSTITUTE" has requested for the submission of bids for the procurement of Petroleum products (Gasoline and Diesel) for the National Public Health Institute of Liberia under reference number "IFB: NO. NPHIL/GOL/SBA/RB/001/20/21";

**WHEREAS** "SUPPLIER" has submitted and won the bid to supply the aforementioned Petroleum Product (Gasoline and Diesel) to the INSTITUTE;

**WHEREAS** "SUPPLIER" which is the winner of the bid with reference number "IFB NO.: NPHIL/GOL/SBA/RB/001/20/21" Petroleum Product (Gasoline and Diesel) has warranted that supplies will be made once payment is made in advance

1. Both Parties agreed that the price(s) for each unit of this commodity/petroleum product shall be jointly determined and approved by the Ministry of Commerce of Liberia and the Liberia Petroleum Refining Company (LPRC).
2. Both Parties agreed that the petroleum and Fuel Coupons to be distributed to the INSTITUTE shall be eligible for both fuel and gasoline in and around Liberia. The INSTITUTE shall also have the right to request the quantity of petroleum that will be supplied on a monthly basis. That is to say before the petroleum Fuel Coupons is distributed monthly to the INSTITUTE

## **SECTION- I: COST**

The **INSTITUTE** agreed to pay to the **SUPPLIER** and the **SUPPLIER** hereby agrees to supply the total amount as per the **INSTITUTE's** request , which includes delivery cost of all Petroleum Products (Gasoline and Diesel) to be supplied for the months of **May to June 30, 2020/2021 F/Y National Budget.**

## **SECTION- II: WARRANTY**

The **INSTITUTE** takes full responsibility for the security and safety of the coupons/products supplied and delivered. The supplier cannot be held liable for the damage or theft of product once received and signed for. The supplier will work closely with the Institute to try to prevent stolen coupons from being used.

## **SECTION-III: PAYMENT TERMS**

1. The **Supplier** must provide the **Institute** with a valid invoice for each Order detailing the Services supplied and the Price. All payments for Services supplied shall be made consistent with the internal payment or disbursement processing procedures of the Institute as follows:
2. The **Institute** shall make payment in advance before the supply of requested product is delivered
3. The **Institute** shall notify the **Supplier** if there is any error in the invoice, or if it disputes some of the charges. Notwithstanding, the **Institute** may withhold payment of any disputed portion of the invoice pending resolution of the dispute, but remains obligated to pay the remaining balance of the invoice on time.
4. The **Institute** is entitled to set off any amount the **Supplier** owes the Institute under this Agreement against any amount that the Institute owes the **Supplier**.

## **SECTION IV. QUALITY CONTROL**

The **Institute** shall make final determination about the quality of the **Supplier's** outputs/deliverables in performance of its obligations under this Agreement.

## **SECTION V. LEGAL STATUS**

The Parties are independent contracting parties, and nothing in this Agreement will make any Party the 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 VI. DISPUTE SETTLEMENT**

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

## **SECTION VII. TERMINATION**

- (b) The **Institute** 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 **Institute** 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.
3. The **Supplier** may terminate this Agreement immediately on written notice to the **Institute** if the **Institute** fails to pay or dispute any invoice and fails to remedy such breach within thirty (30) days of a notice from the **Supplier** requiring the **Institute** to remedy same and stipulating that the **Institute** is in breach of this Agreement.
4. Termination of this Agreement is without prejudice to any accrued rights of either party as at the date of termination.

#### **SECTION VIII. 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 any circumstances outside of their control (force-majeure). The present 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 3 months the present Contract may be terminated upon mutual consent among the Parties without any mutual claims.

#### **SECTION IX. GOVERNING LAW**

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

#### **SECTION X. 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 XI. NOTICE OF MATERIAL EVENTS**

The **Supplier** shall immediately provide written notice to the **Institute** 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.

personally delivered with acknowledgement of receipt. Notices in conformance with this paragraph shall be effective upon receipt.

#### **SECTION XIV. TAXATION**

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

#### **SECTION XV. 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, they are waived by the parties to the full extent permitted by law so this Agreement shall be valid, binding agreement, enforceable in accordance with its terms.

#### **SECTION XVI. SURVIVAL**

All covenants, agreements, representations and warranties made by the **Supplier** in this agreement shall be considered to have been relied upon by the Institute and shall survive the execution and delivery of this agreement, regardless of any investigation made by the Institute or on its behalf and notwithstanding that the **Institute** may have 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.

#### **SECTION XVII. CONFIDENTIALITY**

In performance of this Agreement or otherwise, all information regarding the activities or business of the **Institute** 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 Institute or to the extent that the information is or comes into public domain through no fault of the Supplier, or that such disclosure is required by law.

#### **SECTION XVIII. AMENDMENT**

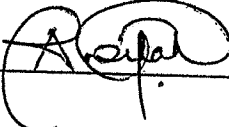
Amendments and modifications to this Agreement shall be made in writing and signed by the Parties or their respective authorized agents. The terms of this agreement shall extend to and be binding on the Parties, their successors in office, legal representatives and heirs during the life of the Agreement

#### **SECTION XIX. BINDING EFFECT**

The covenants, conditions and provisions of the Agreement which are capable of having or intended to have effect after the expiration of this Agreement remain binding on the Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in duplicate copies on the dates and at the places indicated below.

IN THE PRESENCE OF:

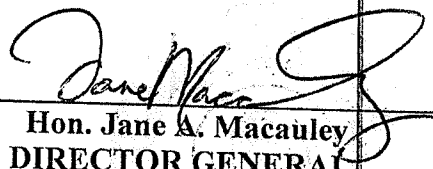
  
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FOR SUPPLIER:

  
Mr. Karim Kanneh  
CEO



FOR THE INSTITUTE:

  
Hon. Jane A. Macauley  
DIRECTOR GENERAL

Entered into on this 05/07/21 day of May A.D 2021