

GoL AF03

COUNTY OF MONTSERRADO)

REPUBLIC OF LIBERIA)

FRAMEWORK CONTRACT FOR THE SUPPLY OF PETROLEUM PRODUCT

THIS FRAMEWORK CONTRACT FOR THE SUPPLY OF PETROLEUM PRODUCT is made and entered into on this 30th day of September A.D 2022, by and between the **National Public Health Institute of Liberia** 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**, with principal place of business at Capitol By-Pass, City of Monrovia, Montserrado County, Liberia, represented by its CEO, A. Karim Kanneh (hereinafter referred to as "Contractor"); collectively, the Institute and the Contractor shall herein after be referred to as the "Parties", do hereby to wit:-

WITNESSETH

WHEREAS the National Public Health Institute of Liberia is an agency of Government of Liberia created by law as an autonomous auxiliary arm of the Ministry of Health and charged with the mandate to prevent and control public health threats by promoting healthy outcomes and serving as a source of knowledge and expertise for the nation, and;

WHEREAS the Ministry of Health and the National Public Health Institute of Liberia are corporate bodies solely owned by the Government of Liberia with financial, technical and administrative autonomy which allows it in the exercise of its function like all other state-owned enterprises to enter into contracts or any other transaction(s) in furtherance of its mandate;

WHEREAS the Institute has received a Grant from the African Development Bank (AfDB) through the Transition Support Facility Pillar III (TSFP III) to finance the Result-Based Management Monitoring and Evaluation of Public Health Activities in Liberia and intends to apply portion of said funding to the procurement of Petroleum Product for the Institute;

WHEREAS the Institute instituted and scrupulously complied with Public Procurement and Concessions Act (PPCA) by among other things, undertaking a RESTRICTED BIDDING process under IFB No.: NPHIL/AFDB/SBA/RB/001/2022, from which the Contractor emerged as the "most responsive bidder" and was offered the said Contract for the procurement of works as detailed herein;

WHEREAS the Contractor is a Liberian owned company with a good history of dealership in assorted petroleum products in Liberia, and having been selected the most responsive bidder and awarded the said contract, has accepted the offer and covenant to execute this Contract consistent with its scope, terms and other provisions herein contained.

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 I- AWARD

The Institute hereby awards a Contract to the Contractor by these presents and for the Procurement of Petroleum Products, both gasoline and diesel, to the Institute within duration of this Contract as specified herein.

SECTION II- SUPPLY REQUIREMENT

1. The Contractor shall supply Petroleum Products to the Institute pursuant to request made by the Institute through sealed Local Purchase Order (LPO) specifying the type of products to be supplied and the quantity of each.
2. Petroleum Products, when made, shall be in the form of coupons of various denominations in United States Dollars.
3. The Contractor is required to supply Petroleum Products detailed in the LPO within one week of receipt of the LPO.

SECTION III CONTRACT PRICE

1. It is mutually agreed by the Parties that the Institute shall request and purchase and the Contractor shall supply the Institute Petroleum Product up to the amount of Seventy-Three Thousand, Five Hundred and Twenty-Six United States Dollars (US\$73,526).
2. It is further mutually agreed by the Parties that the Contractor shall sell or supply and the Institute shall purchase from the Contractor gasoline at a unit price (per gallon) of US\$5.90, and diesel at a unit price of US\$6.90. However, these unit prices are subject to fluctuations based upon the Government of Liberia promulgated prices, which means decreases and/or increases in unit prices from time to time over the Contract Duration.

SECTION IV- TERM/DURATION

The duration of the contract is one year from the effective date which is the date of the last co-signature but may be subject for six months renewal based on the life span of the project. The Contract shall be executed within the life span of the project provided that all Petroleum Products paid for but not supplied before closure of the project shall continue to be supplied to the Institute until fully exhausted.

SECTION V PAYMENT TERMS

The **Contractor** 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:



1. The **Institute** shall make payment in advance to the **Contractor** thru the African Development Bank before or prior to the supply and delivery of petroleum products ordered.
2. The **Institute** shall notify the **Contractor** if there is any error in the invoice, or if it disputes some of the charges. Notwithstanding this, 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.
3. The **Institute** is entitled to set off any amount the **Contractor** owes the Institute under this Agreement against any amount that the Institute owes the **Contractor**.

SECTION VI- WARRANTY

1. The Contractor warrants that all coupons supplied to the Institute shall be accepted at all of its stations and stations of its affiliate. The Parties to this contract acknowledge that the validity of coupons once issued is for ninety (90) days.
2. Contractor warrants that it has the capacity to supply all petroleum products, in both quantity and kind as will be specified in LPOs from time to time, and that said supply shall be made on or before one week from the date of receipt of the LPO by the Contractor at a place to be designated by it.

SECTION VII - TERMINATION

1. The **Institute** may terminate this Agreement without cause with 30 days' written notice.
2. The **Institute** may terminate this Agreement immediately with written notice to the Contractor if:
 - (a) the Contractor 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 Institute requiring that such breach be remedied;
 - (b) the **Institute** determines that the **Contractor** has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract,
 - (c) the **Contractor** 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 **Contractor** is no longer able to perform its obligations under this Agreement;
 - (e) the **Contractor** 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 **Contractor**; or
 - (f) the **Contractor** ceases or threatens to cease carrying on business.
3. The **Contractor** 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 **Contractor** 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



That in the event of Force Majeure the contract shall be suspended until such period of force majeure is abated and normal conditions are restored. Force Majeure is herein defined as natural disasters, acts of God war, civil disturbances, or other events beyond the parties' control that may hinder, delay or make impossible performance of this contract. The Party affected by the force majeure shall promptly inform the other Party through documentary evidence of the Force Majeure circumstances and the contract duration shall be extended accordingly when the force majeure situation is abated.

SECTION IX- DISPUTE RESOLUTION

The Parties shall submit to arbitration under the Commercial Code of Liberia, all disputes of any kind whatsoever between the Institute and the in connection with or arising out of the Contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate, or valuation of the Contract. The matter in dispute shall, in the first place, be referred in writing with a copy to the other party. Such reference shall state the problem discover no later than (5) five working days, after which any failure to amicably resolve the said dispute the aggrieved party shall serve the supposing breaching party a notice of intention to commence arbitration.

SECTION X - NO CLAIMS

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

SECTION XI NOTICE OF MATERIAL EVENTS

The Contractor 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 Contractor to implement the Contract or perform any of its obligations.

SECTION XII 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 XIII - NOTICE

Any notice required by this Agreement shall be in writing and (i) sent by certified mail, return receipt requested, or by reputable courier, to the parties at the addresses set out above; or (ii) personally delivered with acknowledgement of receipt. Notices in conformance with this paragraph shall be effective upon receipt.



SECTION XIV - TAXATION

The Contractor 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 Contractor 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 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.

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 Contractor 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 Contractor, 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 – ENTIRE AGEEEMENT

There are no promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all previous communication, representations, agreements, negotiations, or understandings, either verbal or written between the parties hereto.


ARTICLE XX - BINDING CLAUSE

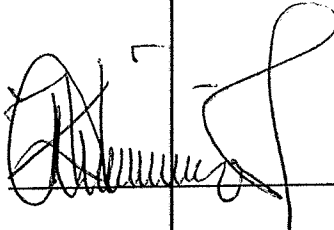
The terms and conditions of this contract shall be binding on the parties hereto, their legal representatives, assigns, Successors-in-Business and interest as if they were specifically named herein.



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:




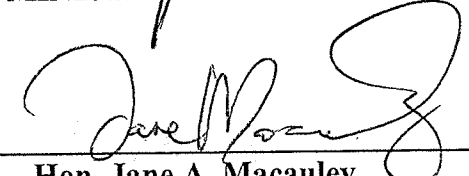


FOR SUPER PETROLEUM COMPANY:


A. Karim Kanneh

FOR THE INSTITUTES:


Hon. Wilhelmina Jallah
MINISTER OF HEALTH


Hon. Jane A. Macauley
DIRECTOR GENERAL