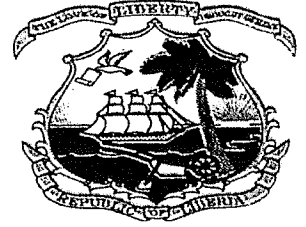




REPUBLIC OF LIBERIA) MONTSERRADO COUNTY)



FRAMEWORK AGREEMENT FOR THE SUPPLY OF
PETROLEUM PRODUCTS

PREAMBLE

The **National Public Health Institute of Liberia** is acting hereunder in its own name and on its own behalf as well as in the name and on behalf of the Government and people of Liberia; the Purchaser, now herein referred to as the Contracting Authority and the Supplier herein referred to as the Contractor.

This Agreement is made to define the rights and obligations of the parties in the context of the provision of Petroleum Products (*Diesel Fuel and Gasoline*) for the use of the contracting Authority;

The Contracting Authority, in accordance with the principles relating to the selection of the Contractor, identified the need to proceed with the selection of the most responsive bidder from a competitive process which was evaluated using all prescribed standards;

The Contractor has submitted an offer for the supply of Petroleum Products (*Diesel Fuel and Gasoline*) for a period not exceeding six months and has subsequently qualified for the awarding of a contract for the above mentioned package; has expressly manifested his/her willingness to undertake to provide the subject matter of this Framework Agreement, at terms and conditions set forth below;

The contractor declares that the "agreement notice and bid document" contain all of the requirements and technical details required for this transaction and object of the services to be provided;

Moreover, the contractor declares that, in any case, was able to understand all elements of the documents mentioned here, for a suitable technical and economic evaluation of them and for the formulation of an offer.

Therefore, between the parties, as above represented and domiciled, IS AGREED

AS FOLLOWS:

INTRODUCTORY CLAUSE

This Framework Agreement is made on the 15th day of December 2021 between the **National Public Health Institute of Liberia (NPHIL)** represented by its **Executive Director, Hon. Jane A. MaCauley**, acting in her own name and on her own behalf as well as in the name of the Government and people of Liberia, (hereinafter referred to as the "**Contracting Authority or Buyer**"), and **SUPER PETROLEUM CORPORATION** represented by its **CHIEF Executive Officer, A. Karim Kanneh**, a Petroleum Company with office on Capital Bye-Pass in Monrovia (hereinafter referred to as the "**Contractor or Seller**").

The Contracting Authority and the Contractor being together called the "Parties" and individually a "Party"

WITNESSETH

WHEREAS, the Seller agrees to supply the Buyer with petroleum products (Gasoline and Diesel Fuel in coupons) as proposed;

The following document shall constitute the Agreement between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Agreement:

This Framework Agreement
Technical Specifications
Schedule(s) of Delivery
List and Locations for Delivery
The supplier's submitted Quotations
The Local Purchase Order
Documents Evidencing Delivery

NOW, THEREFORE, for the general and specific purposes of this Sales Framework agreement, it is the understanding of the parties as follows to wit:

1. That this Framework Agreement takes effect as of the date of signing of this agreement;
2. That the agreed price for a gallon of gasoline and or fuel shall be at the Price stipulated in the current Price Circular issued by GOL within the month of purchase, herein referred to as the Unit Price; That the agreed purchase price for the products shall be the prevailing approved GOL/LPRC market price per gallon of products;
3. Delivery shall be made upon receipt of payment to the supplier by the contracting authority or buyer.

DURATION AND EXTENSIONS

This Framework Agreement shall be effective for the time period not exceeding December 31, 2021.

At the end of the period referred to in the first paragraph, the Contracting Authority reserves the right for the approval as provided by the PPCA Acts 2010 to have an extension of the Framework Agreement.

SCOPE

This Framework Agreement regulates the relations between the Parties with respect to the procurement of Petroleum Products (Gasoline and Diesel fuel) subject of the "Contract Notice, BID DOCUMENT", as specified in the bid document in accordance with its bid submission in both price and quantity;

The Contractor irrevocably undertakes towards the entity to carry out the activities referred to in the bid document in accordance with its bid submission in both price and quantity;

Through this Framework Agreement, the Contracting Authority assigns to the Contractor the task of supplying the required product;

The Contractor confirms to be aware of and to agree with the fact that the Contracting Authority may enter into similar agreements with other supplier in case of a default of the contractor.

PURCHASE OF GOODS

The Buyer shall purchase petroleum products (Diesel Fuel and Gasoline) as and when required. It shall be the responsibility of the Buyer to issue a purchase order accordingly. Such order shall be in accordance with the terms of this Agreement and shall identify the quantity of Goods required, specifications and delivery schedule.

PAYMENT TERMS

The Contracting Authority shall make all payments required to be made by it hereunder and immediately available in U.S or Liberian Dollars, without any discount or deduction whatsoever to such account at such bank as may be designated by the Seller from time to time. Said money shall be paid through the Contracting Authority or Buyer's approved Local Purchase Order and Voucher System;

Payments in respect of products sold and delivered shall be made in advance. Also, all check payments are subject to clearance before supply.

DISPUTE RESOLUTION

The parties hereto mutually agree that in the event of a dispute arising out of the interpretation of any provision of this agreement or in connection with a breach of any of the terms and conditions herein contained, the parties shall endeavor to amicably resolve same so as to not cause a disruption of work. If however, the BUYER and the SELLER are unable to amicably resolve the dispute, they shall jointly request three (3) representations to mediate the dispute. It is being understood and agreed that the findings/determination of the mediators shall be binding upon the parties.

TERMINATION

Without prejudice to accrue rights hereunder, either party shall be entitled to terminate the Sales contract in the event of:

- a. any application being made or any proceedings being commenced, or any order or judgment being given by any court, for:
 - I. the liquidation, winding up, bankruptcy, insolvency, dissolution, administration or re-organization or similar, or
 - II. the appointment of a receiver, liquidator, trustee, administrator, administrative receiver or similar functionary of the other party or all or a substantial part of its assets (otherwise than for the purpose of a reconstruction or amalgamation);
- b. any suspension of payment, cessation to carry on business, any act being done or events occurring which, under the applicable law hereof, has a substantially similar effects to any of the said acts or events described above.

FORCE MAJEURE

The effects of Force Majeure are recognized as the circumstances relieving one or both Contracting Parties affected by them to, partly or in the whole, fulfill their contractual obligations. Neither Party shall be liable to the other in respect of the non-fulfillment of any obligation arising out of this Contract to the extent that the non-fulfillment is caused by an event of Force Majeure.

The force majeure will imply in particular as follows: fire, flood, storm, prohibition of navigation, earthquake, war, mobilization, hostilities, riots, strikes -other than strikes with the Contracting parties, sabotage, epidemics, traffic accidents and Acts of God, imposing of embargo, blockade or sanctions by bodies or organizations of the international community or several countries, act of the bodies of international community against any Party, blockades organized by third parties, and also other cases and occurring of other events not attributable to the fault of either or both Parties, which fully or in part prevent or hamper either or both Parties to meet the agreed upon obligations, and which could not have been either envisaged or avoided by either or both Parties.

The Party which is prevented in the fulfillment of its contractual obligations due to the effects of Force Majeure shall immediately, without delay, inform the other Party in writing, not later than 3 (three) working days thereafter, under the threat of losing the right to refer to Force Majeure, about its occurrence and reckoned or expected duration and submit the evidence of its existence.

informed of how long the Force Majeure will impede the fulfillment of obligations under the Contract, and shall notify the other Party of the cessation of the Force Majeure circumstances. Paragraph 1 of this clause respectively applies in case of both Contractual Parties are affected by Force Majeure.

During the effect of Force Majeure, each party shall bear its own costs.

ENTIRE AGREEMENT

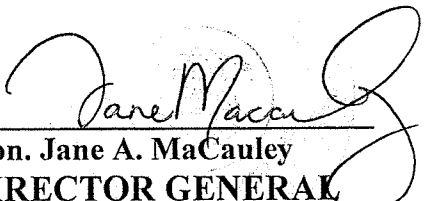
This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those herein contained. This instrument supersedes all previous communications, representations, agreements, negotiations or understanding whether verbal or written between the hereto.

BINDING EFFECT

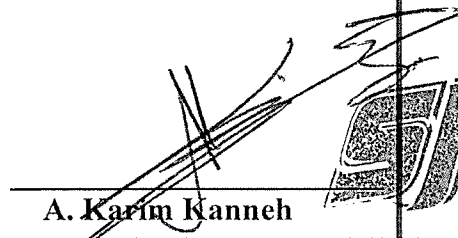
The terms and conditions of this agreement shall be binding on the parties hereto, their legal representatives, assignees, successors-in-business and interest as if they were specifically named herein.

I WITNESS WHEREOF THE PARTIES HAVE CAUSED THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES TO PLACE THEIR HANDS AND AFFIX THEIR SIGNATURES ON THE DAY AND DATE FIRST ABOVE WRITTEN TO AVAIL WHEREEVER, WHENEVER AND WHOMEVER THESE PRESENT SHALL COME.

IN THE PRESENCE OF:



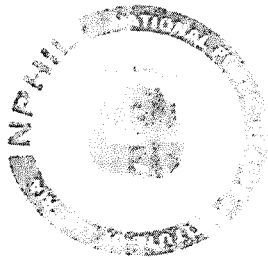
Hon. Jane A. MaCauley
DIRECTOR GENERAL
National Public Health Institute of Liberia



A. Karim Kanneh
CHIEF EXECUTIVE OFFICER
Super Petroleum Corporation

DATE: 1/20/2022

DATE: _____



Office of the Director
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20535

Name: Samuel Perry
Address: 1234 Main St.
Contact No: 555-1234

Item: 1. D...

The Director of T...

MB: ...

Terms: ...

Prep: ...

Auth: ...