CONTRACT NO: 020-OGC/DEC/21

(COUNTY OF MONTSERRADO)
(REPUBLIC OF LIBERIA)

PETROLEUM PRODUCT SUPPLY & DELIVERY AGREEMENT

This Petroleum Product ("Diesel/ Gasoline ") Supply Contract made and entered into this 15th day of December A.D, 2021, is made by and between the Ministry of Health of the City of Monrovia, County of Montserrado, Republic of Liberia, represented by Hon. Norwu G. Howard , Deputy Minister for Administration of the City and County aforesaid (hereinafter referred to as the "Ministry"), and Super Petroleum (SP) , represented by its Chief Administrative Officer(CAO) A. Karim Kenneh, of the City of Monrovia, County and Republic aforesaid(hereinafter referred to as the "Supplier"). Collectively, the Ministry and Supplier are hereinafter referred to and known as the "Parties" and,

WITNESSETH

WHEREAS, the Ministry/ Redemption Hospital with Budgetary support s from the Performance Based Finance(PBF) of the aforesaid Ministry towards the health system strengthening for fiscal year 2021/ 2022 intends to use portion of said fund towards the cost for the smooth implementation of planned activities in the fiscal year mentioned supra; further agreed to make payment under this contract for the purchase of petroleum products and lubricants for the smooth running of the Redemption Hospital, and

WHEREAS, the Ministry having had an existing contract with the Supplier that came to a close since September, 2021, wishes to hire the services of a Supplier and the Supplier desires to render its services to the Ministry by supplying petroleum products consistent with the Section 3 and attachments infra, and classified as components of the contract documents; and

WHEREAS, the Ministry selected the Supplier through a Restrictive bidding process as provided by Part V Sections 46, 47 and 48 of 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 require 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. DEFINTION.

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 ... ("Party" means any one of them

SECTION 2. TERM OF THE SERVICE.

The service of the Supplier under this Agreement shall commence as of December 16, 2021, and same shall terminate on 16th December 2022..

This Agreement shall become effective on the date of its signature by both the Ministry and the Supplier, acting through their duly Authorized Representatives identified as the undersigned authority below.

SECTION 3. PRODUCT DELIVERY

A. The Ministry shall:

1. Obtain appropriation/allotment or Cash to purchase petroleum products from Supplier;
2. Obtain monthly quotation rates declared by the Ministry of Commerce for the aforesaid products from Supplier;
3. Issue in favor of the Supplier, a monthly purchase order attached with allotments and proforma invoices and other complementary documents to cover the exact quantity of petroleum products under request from the Supplier;
4. Ensure that the purchase order is processed through and committed on the financial records of the Office of Financial Management(OFM) of the Ministry (MOH) evidenced by the Commitment Seal of the aforesaid Ministry;
5. Submit under receipt from the Supplier, the Supplier's copy of the committed purchase order, after which, the Office of Financial Management (OFM) of the Ministry, shall take delivery from the Supplier, the exact quantity and monetary value of the petroleum products in coupons and committed on the purchase order and sign the delivery notes of the Supplier;
6. Issue in favor of the Supplier, payment vouchers covering the exact period, quantities and monetary value of the committed purchase order, against which are attached, the processing copy(ies) of the committed purchase order(s) and delivery note(s) for petroleum products supplied in addition to other complementary documents;
7. Deliver the aforesaid payment voucher and attachments to the MOH for payment to the Supplier;
8. 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 copies of committed purchase order from the Procurement Unit of the Ministry, and supply immediately thereafter, the exact quantity and monetary value of petroleum products committed on the purchase order in its favor on the financial records of the MOH ;
4. Ensure that the aforesaid petroleum products are delivered in coupons to the Ware House 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 payment vouchers the Ministry shall issue in its favor to cover the exact quantities and monetary values of petroleum products supplied thereunder;
7. Represents and warrants that the Ministry shall be supplied petroleum products equaled to the dollar value of coupons presented at all of its service stations;
8. Covenants that its stock of

C. The Parties shall:

1. The parties shall 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

3.3. 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:

5. this Contract;
6. the Ministry's request for Proposal or bid documents(Annex I)
7. the Suppliers Bid or proposal (Annex II)
8. the Ministry Procurement Committee's evaluation report (Annex III)

SECTION 4. PRICE/PAYMENT

4.1. All prices quoted herein are in United States Dollars. They are firm 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" as soon as practicable. The Government of Liberia. being a tax free entity, is responsible for the processing of its tax free permit at the Ministry of Finance to invoke the duty free privilege. However. in the absence of an approved tax free permit issued by the Ministry of Finance in favor of the Ministry for the period of transaction, prevailing tax paid prices shall apply.

In consideration of the supply of petroleum products as stated above in Section 3, the Ministry under this Agreement shall pay the Supplier the price quoted for each product in Annex 2 hereto, based on the order, supply, delivery, and acceptance of goods as ordered on a given occasion, however, the Ministry shall pay the Supplier the full contract value before the Supplier can deliver the quantity of the product mentioned herein. Moreover, the total cost or aggregate cost for all petroleum products ordered, supplied, delivered and received under this Agreement shall not exceed US **$208,400.00(Two hundred eight thousand four hundred United States Dollars)**

SECTION 5. WARRANTY

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

- Be of merchantable quality;
- Be free from defects;
- Be fit for the intended purpose;
- 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 12. 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 AMINATA 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	FOR SUPER PETROLEUM
Hon. Norwu G. Howard, MSN	Mr. A. Karim Kenneh
Deputy Minister for Administration	CAO

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 t 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 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 WITESS WHEREOF, THE PARTIES HAVE HERETO SET THEIR HANDS ON THIS DOCUMENT ON THE DATE AND IN THE YEAR ABOVE WRITTEN IN THE CITY OF MONROVIA, LIBERIA

For the Supplier

Mr. A. Karim Kenneh
CAO

MINISTRY OF HEALTH & SOCIAL WELFARE
ASST. MINISTER FOR ADM. R/L

For the Ministry

PP: James T. Forkpa 20/12/2021

Hon. Norwu G. Howard, MSN
Deputy Minister for Administration

MINISTRY OF HEALTH & SOCIAL WELFARE
ASST. MINISTER