

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into this ___ day of February A. D. 2021 by and between the **LIBERIA PETROLEUM REFINING COMPANY (LPRC)** represented by its Managing Director, Hon. Marie Urey Coleman, here in after known and referred to as Company and **SHOP RITE LIBERIA**, represented by its General Manager, Mr. Mohamed Kerhani of the City of Monrovia herein after referred to as a Contractor.

WITNESSETH

WHEREAS, the Board of Directors of LPRC approved in the 2020/2021 Fiscal Budget funds for the Refreshment (Food Stuff) supply;

WHEREAS, the Company has expressed the desire for the supply of Refreshments with **SHOP RITE LIBERIA** winner of the Refreshment (Food Stuff) Supply Bid (**IFB NO. LPRC/SBA/NCB/001/2021**).

WHEREAS, the Procurement Unit conducted a National ompetitive Bidding process for the Refreshment (Food Stuff) supply Bid (**IFB NO. LPRC/SBA/NCB/001/2021**) consistent with Section 48 of the PPC Act and the approved Procurement Plan for 2020/2021 and a Bid Evaluation panel was set up to evaluate the bids received consistent with Section 30 of the PPC Act;

WHEREAS, the Bid Evaluation panel submitted its report to the Procurement Committee and recommended **SHOP RITE LIBERIA**. as the responsive Bidder for Refreshment Supply, and the Procurement Committee reviewed and endorsed the recommendation of the Bid Evaluation Panel;

WHEREAS, the existing conditions requirement, term and conditions have been under consideration and negotiation between the Company and the Contractors is found acceptable to both the Company and the Contractor.

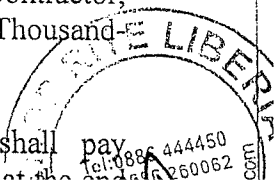
NOW, THEREFORE, with a view to realizing and putting into effect this instrument for the aforesaid **SHOP RITE LIBERIA**, the parties covenant and mutually agree to the following terms and conditions;

1. That **SHOP RITE LIBERIA** undertakes to and shall supply Refreshment (food stuff) to the Company at its PST Site located on the Bushrod Island, Monrovia, Montserrado County, Republic of Liberia, consisting of the following:

No.	Description	Quantity
Lot #1		
1.	Mineral Water Dispenser Jar Filled (20 Liter Jar)	960 pcs
2.	Mineral Water Bottle S/S	22,176 pcs
	Total	
Lot # 1		
1.	Tea (100 pcs per pack) x 12	60 cartoons
2.	Sugar (960g) L/S	1.056 packs
3.	Powder Milk (900g)	588 cartoons
4.	Powder Milk (200g)	372 cartoons
5.	Evaporated Milk	492 cartoons

2. That for and in consideration of the Refreshment (food stuff) to be supplied by the Contractor, LPRC shall pay or cause to be paid to the Contractor the full amount of Forty-Five Thousand Six Hundred United States Dollars (**US\$45,600.00**).

3. LPRC shall issue monthly purchase order reflecting monthly quantity (ies) and shall pay based on quantity and needs of the company at the time through cheque payment of the



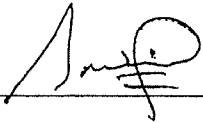
of every month during the life of this contract open in favor of the supplier in a bank in company's country upon submission of document and delivery of refreshments at LPRC Compound The unit prices offer in the bid shall be held constant during this period.

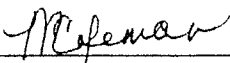
4. It is mutually agreed by the Parties that **SHOP RITE LIBERIA** shall be responsible to supply, on a monthly basis, refreshments for its employees for a period of twelve (12 months commencing February 2, 2021 to February 1, 2022;
5. It is understood and agreed by the Parties hereto that the Procurement Department of LPRC is hereby designated to supervise and inspect the goods in order to ensure that the refreshments are correct and certify in accordance with the IFB NO. LPRC/SBA/NCB/001/2021 (SHOP RITE LIBEIRA). In the event any portion of the refreshments does not conform to the requirement of the Contract, it shall be corrected by the Contractor immediately on its discovery.
6. All refreshments shall be subject to inspection and Examination by LPRC's Procurement personnel. The Company through the Procurement and Ware House Sections shall have the right to reject unsafe and damaged refreshments and request their replacement or correction. Rejected refreshments shall be replaced to the satisfaction of the Company and without any charge to the Company.
7. The Contractor shall supply all refreshments and Services and shall perform in all aspects thereof described aforesaid except otherwise specified.
8. This Agreement may be terminated by LPRC (Company) giving thirty (30) days written notice in the event that operations of LPRC are interrupted because of security reasons as used herein, security reasons is defined to include but shall not be limited to conditions involving all cases of Force Majeure, including wars, riots, insurrections, civil commotions, strikes, lock-out Acts of God, explosions, floods and other causes beyond the influence and control of LPRC.
9. This Agreement may also be terminated by LPRC without notice if the Contractor commits a material breach of any term or condition of this Agreement as determined by LPRC (Company) including but not limited to the Contractor failing to satisfactorily supply of the Refreshments and engaging in unlawful acts as determined by LPRC.
10. The Parties hereto further mutually agree that nothing herein contained shall be construed to mean that a principal and agent relationship is intended by and between LPRC (Company) and the Contractor or that they are one and the same or that either Party has the right to bind the other; it being expressly understood and LPRC (Company) and the Contractor is independent Contractors and each Party shall be held harmless from any and all damage, loss or claim or whatsoever nature arising out of or in connection with their respective businesses and/or financial obligations.
11. There are no promises, terms and conditions or obligations other than those contained herein. This agreement supersedes all previous communications, representations, agreements, negotiations or understanding either verbal or written between the Parties hereto.

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.

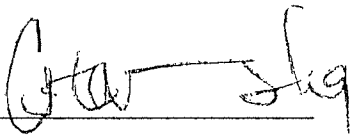
IN WITNESS WHEREOF, the Parties have set their Hands and affixed their signatures to this Instrument in the City of Monrovia, Republic of Liberia this ____ day of February A.D. 2021.

IN THE PRESENCE OF: FOR: THE LIBERIA PETROLEUM REFINING COMPANY

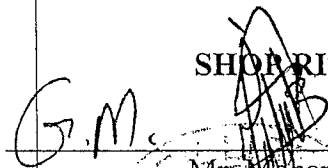




Hon. Marie Urey Coleman
MANAGING DIRECTOR



FOR:


G.M. Feb 09, 2021
Mr. Mohamed Kerhani
GENERAL MANAGER
