

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, herein after known and referred to as Company and **Raj Enterprises Inc.**, represented by its Manager, Mr. Mukesh Tulsiani 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 Scratch Cards Supply for its employees;

WHEREAS, the Company has expressed the desire for the supply of scratch Cards with Raj Enterprises Inc;

WHEREAS, the Procurement Unit conducted a National competitive Bidding process for the Scratch Cards supply Bid (**IFB NO. LPRC/ NCB/003/2021**) 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 Raj Enterprise Inc. as the responsive Bidder for Scratch Cards 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 Raj Enterprises Inc., the parties covenant and mutually agree to the following terms and conditions;


1. The Contractor undertakes to and shall supply Scratch Cards to the Company at its PST Site located on the Bushrod Island, Monrovia, Montserrado County, Republic of Liberia, consisting of the following:

No.	Descriptions	Qty
1.	Lonestar scratch Cards (\$10 x 1)	96
2.	Lonestar Scratch Cards (\$5 x 1)	3,720
3.	Lonestar Scratch Cards (\$1 x 5)	17,460
4.	Orange Scratch Cards (\$5 x 1)	2,772
5.	Orange Scratch Cards (\$1 x 5)	22,920
	Subtotal	
	Discount	1%

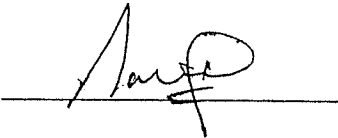
2. That for and in consideration of the Scratch Cards to be supplied by the Contractor, LPRC shall pay or cause to be paid to the Contractor the full amount of Seventy-Three Thousand-Sixty-Two United States Dollars (**US\$73,062.00**).
3. The Scratch Cards Supply contract herein awarded shall be paid based on quantity and needs of the company at the time through cheque payment at the end of every month during the life of this contract, in an account open in favor of the supplier in a bank in company's country. This contract shall not exceed the amount of US\$73,062.00 during the existence of this contract.
4. It is mutually agreed by the Parties that Raj Enterprises Inc. shall be responsible to supply, on a monthly basis, scratch cards for its employees for a period of twelve (12) months commencing February 2, 2021 to February 1, 2022 while LPRC shall issue monthly purchase order reflecting monthly quantity (ies).


5. It is understood and agreed by the Parties hereto that the Procurement Department of LPRC is hereby designated to supervise and inspect the materials in order to ensure that the scratch cards are correct and certify in accordance with the IFB NO. LPRC/NCB/003/2021 (Raj Enterprises Inc.). In the event any portion of the scratch cards do not conform to the requirement of the Contract, it shall be corrected by the Contractor immediately on its discovery.
 6. All scratch cards shall be subject to inspection and Examination by LPRC's Procurement and Ware House personnel. The Company through the Procurement Department and Administrative Section shall have the right to reject unsafe and damaged scratch cards and request their replacement or correction. Rejected scratch cards shall be replaced to the satisfaction of the Company and without any charge to the Company.
 7. It is mutually understood and agreed by the Parties that the contract price of goods herein awarded shall be paid based on quantity and needs of the company at the time through cash payment at the end 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 scratch cards at LPRC Compound.
 8. The Contractor shall supply all scratch cards and Services and shall perform in all aspects thereof described aforesaid except otherwise specified.
 9. 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.
 10. 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 scratch cards and engaging in unlawful acts as determined by LPRC.
 11. 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 are 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.
 12. There are no promises, terms condition 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 condition 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 1st day of February A.D. 2021.

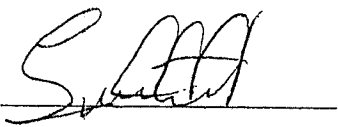


IN THE PRESENCE OF: FOR: THE LIBERIA PETROLEUM REFINING COMPANY

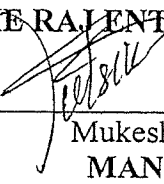




Hon. Marie Urey Coleman
MANAGING DIRECTOR



FOR: THE RAJ ENTERPRISE INC.



Mukesh Tulsiani
MANAGER