

REPUBLIC OF LIBERIA)  
MONTSERRADO COUNTY)

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding made and entered into this 2nd day of February A. D. 2021 by and between the **Liberia Petroleum Refining Company (LPRC)** represented by its Managing Director, Hon. Marie Urey Coleman, hereinafter known and referred to as Company and **Lion Stationery Store**, represented by its Chief Executive Officer, Mr. Deepak Gurnani of the City of Monrovia herein after referred to as a Contractor.

**WITNESSETH**

**WHEREAS**, the Company has expressed the desire for the supply of stationery by Lion Stationery Store winner of LPRC Stationery Supply (IFB NO. LPRC/ NCB/004/2021).

**WHEREAS**, the Liberia Petroleum Refining Company (LPRC) has expressed the desire for the supply of stationery by Lion Stationery Store winner of LPRC Stationery Supply bid (IFB NO. LPRC/ NCB/004/2021);

**WHEREAS**, the Board of Directors of Liberia Petroleum Refining Company (LPRC) approved in the 2020/2021 Fiscal Budget funds for the procurement of Stationery Supply;

**WHEREAS**, a Bid Evaluation Panel (BEP) was set up to evaluate the Bids in consistent with Section 30 of the PPC Act. In its final report, the Bid Evaluation Panel (BEP) recommended to the Procurement Committee that the Stationery Supply Contract be awarded to Lion Stationery Store. The Procurement Committee met, discussed and endorsed the recommendation;

**WHEREAS**, in consistent with the Section 48 PPC Act, the Procurement Department conducted a National Competitive Bidding process for the supply of stationery;

**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 Lion Stationery Store, the Parties covenant and mutually agree to the following terms and conditions;

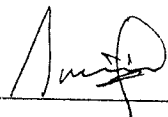
1. It is mutually agreed by the Parties that Lion Stationery Store shall be responsible to supply, on a monthly basis, stationery for its employees for a period of twelve (12) months commencing February 2, 2021 to February 1, 2022; while LPRC shall issue monthly purchase order reflecting monthly required quantity (ies). The unit prices offered in the bid shall be held constant and reflected on each purchase order.
2. It is understood and agreed by the Parties hereto that the Procurement Section of LPRC is hereby designated to supervise and inspect the materials in order to ensure that the stationery is correct and certify in accordance with the IFB NO. LPRC/NCB/004/2021 (Lion Stationery Store). In the event any portion of the stationery does not conform to the requirement of the Contract, it shall be corrected by the Contractor immediately on its discovery.
3. All stationery shall be subject to inspection and Examination by LPRC's procurement and Ware House personnel. The Company through the Procurement and Administrative Sections shall have the right to reject unsafe and damaged stationery and request their replacement or correction. Rejected stationery shall be replaced to the satisfaction of the Company and without any charge to the Company.
4. That for and in consideration of the stationery to be supplied by the Contractor, LPRC shall pay or cause to be paid to the Contractor the full amount of One Hundred -Five Thousand-Nine Hundred-Eighty-Four United States Dollars (**US\$105,984.00**).

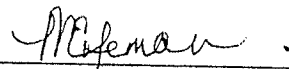
5. The stationery herein awarded shall be paid based on quantity and needs of the company at the time through cheque payment at the end of every month during the life of this contract, in an account open in favor of the supplier in a bank in company's country. This contract shall not exceed the amount of US\$105,984.00 during the period of this contract.
6. The Contractor shall supply all stationery and Services and shall perform in all aspects thereof described aforesaid except otherwise specified.
7. 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.
8. 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 stationery and engaging in unlawful acts as determined by LPRC.
9. 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.
10. There are no promises, terms condition or obligations other than those contained herein. This agreement supersedes all previous communications, representations, agrèements, 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 their Hands and affixed their signatures to this Instrument in the City of Monrovia, Republic of Liberia this 2nd day of February A.D. 2021.

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

  
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Hon. Marie Urey Coleman  
**MANAGING DIRECTOR**

FOR:

PP        **THE LION STATIONERY STORE**

Deepak Gurnani  
**CHIEF EXECUTIVE OFFICER**

  
**LION STATIONERY STORE**  
Office Stationeries-Equipment-Furniture