

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

AGREEMENT FOR OFFICE FURNITURE AND SUPPLIES

THIS SERVICE AGREEMENT FOR SUPPLY OF OFFICE FURNITURE AND SUPPLIES is made and entered into this _____ day of April, A.D. 2020, 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 **WEST BANK REALTY CONSTRUCTION COMPANY**, represented by its Chief Executive Officer, Mr. Samuel Mustapha Gibson, all of the City of Monrovia, Liberia (hereinafter referred to as Supplier). Both Company and Supplier are known collectively as the Parties and individually as Party.

WITNESSETH

WHEREAS, the LPRC Board of Directors approved in the 2019/2020 Fiscal Budget funds for office furniture and supplies;

WHEREAS, the Procurement Unit conducted a National Competitive Bidding process for office furniture and supplies (**IFB No. LPRC/NCB/013/19/20**) consistent with the approved procurement plan (App);.

WHEREAS, four (4) companies submitted bids for the project;

WHEREAS, 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 West Bank Realty Construction, Inc. for Lots#1 & 3 as the lowest responsive bidder for the office furniture and supplies;

WHEREAS, the Procurement Committee reviewed and endorsed the recommendation of the Bid Evaluation panel;

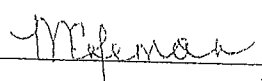
NOW THEREFORE, the Parties covenant and mutually agree to the following terms and conditions:

1. It is mutually agreed by the Parties that West Bank Realty Construction, Inc. shall be responsible to supply to LPRC office furniture and supplies for Lots #1 & 3 as contained in **IFB No. LPRC/NCB/013/19/20**, in line with the attached quantities, descriptions and specifications as annex-1 of this Agreement.
2. It is understood and agreed by the parties hereto that the **Human Resource and Procurement Departments of LPRC** are hereby designated to supervise and inspect the office furniture and supplies in order to ensure that they meet all the relevant specifications and quantities, and in the event that they do not conform to the required specifications and quantities as outlined in **IFB No. LPRC/NCB/013/19/20**, same shall be corrected by the Supplier immediately on discovery, with no cost to LPRC. Said correction shall not exceed five working days.
3. All office furniture and supplies shall be subject to inspection. The Company shall have the right to reject any office furniture and supplies which it finds to be unsatisfactory and noncompliant with the terms of this Contract and request replacement or correction. Rejected office furniture and supplies shall be satisfactorily replaced or corrected and without any charge to the Company.

4. The Supplier shall supply office furniture and supplies in categories, quantities and specifications as described in the bid as attached as Annex 1 to this Agreement except otherwise specified.
5. The total cost for all the furniture to be supplied shall be **US\$144,145.01 (One Hundred Forty-Four Thousand One Hundred Forty-Five United States Dollars and One Cent)**.
6. That LPRC shall pay or cause to be paid the full amount of **US\$144,145.01** to the Supplier thirty (30) days after delivery, inspection and acceptance of the furniture.
7. The Supplier shall deliver the furniture within thirty (30) days after signing this Agreement.
8. The Supplier shall provide LPRC a performance security after signing this agreement.
9. This Agreement may be terminated by LPRC (Company) by giving a thirty (30)-day 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, lockouts, acts of God, explosions, floods, diseases, and other causes beyond the influence and control of LPRC;
10. This Agreement may also be terminated by LPRC without notice if the Supplier commits a material breach of any term or condition of this Agreement as determined by LPRC (Company), including but not limited to the Supplier failing to satisfactorily perform and execute the terms and conditions of this Agreement on schedule date 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 Supplier or that they are one and the same or that either party has the right to bind the other; it being expressly understood that LPRC (Company) and the supplier 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 business and/or financial obligations.
12. There are no promises, terms, conditions or obligations other than those contained herein, and that this Agreement supersedes all previous communications, representations, agreements, negotiations, or understanding, either verbal or written, between the Parties hereto.
13. The terms and conditions of this Contract shall be binding on the Parties hereto, their 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, Liberia, this _____ day of April, A.D. 2020.

IN THE PRESENCE OF: FOR: LIBERIA PETROLEUM REFINING COMPANY



Hon. Marie Urey Coleman
MANAGING DIRECTOR

FOR: WEST BANK REALTY CONSTRUCTION



Mr. Samuel Mustapha Gibson
CHIEF EXECUTIVE ORDER