

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

AGREEMENT FOR PRINTING OF TRUCK LOADING ORDERS

THIS SERVICE AGREEMENT FOR PRINTING OF TRUCK LOADING ORDER 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 IMAGI PRINTING & PUBLISHING COMPANY, represented by its Chief Executive Officer, Mr. William L.G. Findley, 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 funds in the 2019/2020 Fiscal Budget for the printing of truck loading orders (LTOs);

WHEREAS, the Procurement Unit conducted a National Competitive Bidding for the printing of truck loading orders (TLOs) (IFB No. LPRC/NCB/001/19/20) consistent with the approved procurement plan;

WHEREAS, three (3) 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 Imagi Printing & Publishing Company for contract award as the lowest responsive bidder for the printing of trucking loading orders (TLOs);

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 Imagi Printing & Publishing Company shall be responsible to supply LPRC **thirty-six thousand (36,000)** sets of truck loading orders (TLOs) as contained in IFB No. LPRC/NCB/001/19/20;
2. That LPRC shall pay **US\$4.50 (Four United States Dollars Fifty Cents)** per unit cost and total cost of **US\$162,000.00 (One Hundred Sixty-Two Thousand United States Dollars)** for the 36,000 sets, in line with the below minimum specifications:
 - Form Type: 19.3x10.8 cm w/5mm tolerance;
Single side files punch & NCR gluing in set.
 - Design: must be guilloche patterns. Avoid ease duplication.
 - NCR: auto carbon paper 1-6 55 grms copy 7 170grms.
 - UV ink invisible to illuminate in two colors at different wavelengths.
 - Crashed numbering: to detect fraud & to track and avoid overlapping of numbers.
 - Oasis Seal Feature: must appear only on the first copy.
 - Trust seal hologram: to avoid duplication, must have 7 visual features hot stamp on the 4 highest value copies of every set.
 - Security features: Water mark

Invisible UV fibers
ESP (extra small point)
Anti-copy feature
Blatant error
Red carbon printing

3. That it is mutually agreed that Imagi shall deliver the 36,000 sets of TLOs within thirty (30) days after the signing of this Agreement.
 4. It is understood and agreed by the parties hereto that the **Marketing and Procurement Departments of LPRC** are hereby designated to supervise and inspect the trucking loading orders in order to ensure that they meet all the relevant specifications, and in the event that the truck loading orders do not conform to the required specifications as outlined in IFB No. **LPRC/NCB/001/19/20**, same shall be corrected by the Supplier immediately on its discovery, with no cost to LPRC.
 5. All truck loading orders shall be subject to inspection. The Company shall have the right to reject any truck loading order and which it finds to be unsatisfactory and noncompliant with the terms of this Contract and request replacement or correction. Rejected truck loading orders shall be replaced or corrected to the satisfaction of the Company and without any charge to the Company.
 6. That LPRC shall pay or cause to be paid the full amount of **US\$162,000 (One Hundred Sixty-Two Thousand United States Dollars)** to the Supplier thirty (30) days after delivery, inspection, testing and acceptance of the TLO.
 7. The Supplier shall provide a performance security from a reputable bank or insurance company to LPRC after signing this agreement.
 8. The Supplier shall supply the Truck Loading Orders in categories as described in the bid.
 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 causers 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.
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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

Veronica Iking

M. Coleman

Hon. Marie Urey Coleman
MANAGING DIRECTOR

FOR: IMAGI PRINTING & PUBLISHING COMPANY.

W. Findley 4/1/2020

Mr. William L.G. Findley
CHIEF EXECUTIVE ORDER