

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into this 08 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, **BEEVER COMMUNICATION**, represented by its Manager, Mr. Jaffer Ali also of the City of Monrovia herein after referred to as a Contractor.

WITNESSETH

WHEREAS, the LPRC Board of Directors approved in the 2020/2021 Fiscal Budget funds for procurement of Server & UPS at its Product Storage Terminal (PST) facilities;

WHEREAS, the Procurement Department conducted a National Competitive Bidding process for Computer Parts & Supplies (**IFB No. LPRC/NCB/010/2021**) consistent with section 48 of the PPC Act;

WHEREAS, a Bid Evaluation Panel evaluated the bids received and submitted its report to the Procurement Committee and recommended Beaver Communication for contract award for Lot # 2 as responsive bidder for Server & UPS;

WHEREAS; the Procurement Committee reviewed and endorsed the recommendation of the Bid Evaluation Panel to award the contract to the Beaver Communication;

WHEREAS, the existing conditions requirement, term and conditions have been under consideration and negotiation between the Company (LPRC) and Beaver Communication 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 institution, the Parties covenant and mutually agree to the following terms and conditions:

1. That the procurement of Server and UPS shall confirm to the quantities and specifications as indicated in the bidding document (**IFB No. NCB/010/2021**) as indicated below:

Lot # 2	
1.	APC Smart SUVT UPS 30KVA including Battery slots
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2. That for and in consideration of the items to be supplied by the Contractor, LPRC shall pay or cause to be paid to the Contractor the full and complete amount of Eighteen- Thousand - Nine Hundred United States Dollars (**US\$18,900.00**). This amount shall be paid upon delivery of the item (goods) at the LPRC PST Facility.

3. That a twenty-four (24) months expressed warranty shall be given by the Contractor for all goods supplied.

4. It is mutually agreed by the Parties that the Contractor shall be responsible to supply item in Lot # 2 shall be done thirty (30) days upon delivery of the items.

5. It is mutually agreed by the parties that Computer Parts & Supplies to be supplied by Beaver Communication and shall be subject to inspection and examination by LPRC's Procurement and the Management Information System (MIS) Departments. The Company through the Procurement Department shall have the right to reject defective Computer Parts & Supplies and request their replacement or correction. Rejected materials shall be replaced to the satisfaction of the company and without any charge to the company.

6. It being expressly understood that the Contractor is an independent Contractor and therefore LPRC 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.

7. It is mutually agreed and understood that in an event the Contractor fails to conform to the requirement of the contract, the contract shall be terminated immediately for noncompliance without prior notice to the Contractor.

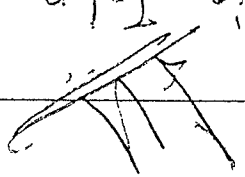
8. This Agreement may be terminated by LPRC (Company giving three (3) days written notice in the event that operations of LPRC are interrupted because of security reasons as used herein, security reasons is defined to include but shall not be limited to conditions involving all cases of Force Majeure, including wars riots, insurrections, civil commotions, strikes, lock-out Acts of God, explosions, floods and other causes beyond the influence and control of LPRC.

There are no promises, terms, 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 set their Hands and affixed their signatures to this Instrument in the City of Monrovia, Republic of Liberia this 08 day of February A.D. 2021.

IN THE PRESENCE OF: FOR:


J. J. Jaffer

FOR: THE LIBERIA PETROLEUM REFINING COMPANY

Hon. Marie Urey Coleman
MANAGING DIRECTOR

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