

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into this ____ day of March 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, **Brooks Business Center** represented by its Business Manager, Mr. Joshua S. Brooks 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 Employee Rice Supply Lot # 1 (50kg) and Lot # 1 (25kg);

WHEREAS, the Company has expressed the desire for the supply of rice with Brooks Business Center winner of LPRC Rice Supply bid (**IFB No. LPRC/ NCB/002/2021**).

WHEREAS, the Procurement Unit conducted a National Competitive Bidding process for the Employees Rice Supply (**IFB No. LPRC/ NCB/002/2021**) consistent with the PPCC Act; and the Bid Evaluation panel was set up to evaluate the bids received consistent with Section 30 of the PPCC Act;

WHEREAS, the Bid Evaluation panel submitted its report to the Procurement Committee and recommended Brooks Business Center for contract award as the responsive bidder. The Procurement Committee reviewed and endorsed the recommendation of the Bid Evaluation Panel; and the Procurement Unit is hereby authorized to award the contract for the supply of employees' rice to Brooks Business Center as contained in (**IFB No. LPRC/ NCB/002/2021**);

WHEREAS, the existing conditions requirement, term and conditions have been under consideration and negotiation between the Company and the Contractor 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 Brooks Business Center, the parties covenant and mutually agree to the following terms and conditions;

It is mutually agreed by the Parties that Brooks Business Center shall be responsible to supply, on a monthly basis, rice for its employees for a period of twelve (12) months commencing March 2, 2021 to March 1, 2022; while LPRC shall issue monthly purchase order reflecting monthly quantity (ies). The unit prices for (Lot # 1 & Lot # 2) quoted in the bid shall be held constant for the duration of this agreement.

It is understood and agreed by the Parties hereto that the Procurement Department and Warehouse of LPRC is hereby designated to supervise and inspect the goods in order to ensure that the rice is correct and certify in accordance with the **IFB No. LPRC/NCB/002/201** (Brooks Business Center). In the event any portion of the rice does not conform to the requirement of the Contract, it shall be corrected by the Contractor immediately on its discovery.

All rice shall be subject to inspection and Examination by LPRC's procurement and Warehouse personnel. The Company through the Procurement Department and Warehouse shall have the right to reject unsafe and damaged rice and request their replacement or correction. Rejected rice shall be replaced to the satisfaction of the LPRC and without any charge to the Company.

That for and in consideration of the rice to be supplied by the Contractor, LPRC shall pay or cause to be paid to the Contractor the full amount not exceeding Two Hundred-Forty-Three Thousand-Five Hundred Eighty-Eight United States Dollars (**US\$243,588.00**). The unit price for 50kg bag is US\$45.00 also the unit price for each 25kg is US\$14.00.

The rice 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\$186,300.00 for Lot#1(50kg bag) and US\$57,288.00 for Lot #2 (25kg bag) during the period of this contract. LPRC shall issue monthly purchased orders for the quantity of rice required for the month holding the unit prices herein mentioned constant for the duration of this Agreement.

The Contractor shall supply all rice and Services and shall perform in all aspects thereof described aforesaid except otherwise specified.

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.

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 the rice and engaging in unlawful acts as determined by LPRC.

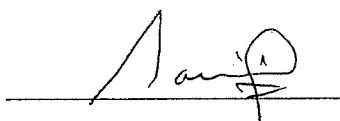
The Parties hereto further mutually agree that nothing herein contained shall be construed to mean that a principal and agent relationship is intended by and between LPRC (Company) and the Contractor or that they are one and the same or that either Party has the right to bind the other; it being expressly 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.

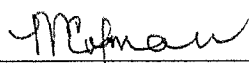
There are no promises, terms condition or obligations other than those contained herein. This agreement supersedes all previous communications, representations, agreements, negotiations or understanding either verbal or written between the Parties hereto.

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.

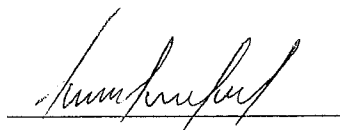
IN WITNESS WHEREOF, the Parties have set their Hands and affixed their signatures to this Instrument in the City of Monrovia, Republic of Liberia this ____ day of March A.D. 2021.

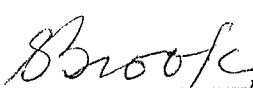
IN THE PRESENCE OF: FOR: THE LIBERIA PETROLEUM REFINING COMPANY




Hon. Marie Urey Coleman
MANAGING DIRECTOR

FOR: THE BROOK BUSINESS CENTER




Joshua S. Brooks
BUSINESS MANAGER

