

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this ___ day of June 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 **EARTHTIME, Inc.**, represented by its Managing Director, Mr. Wassim Hamdan all of the City of Monrovia, Liberia (hereinafter referred to as Contractor) both the Contractor and the Company are collectively known as the Parties and individually as Party;

WITNESSETH

WHEREAS, the LPRC Board of Directors approved in the 2020/2021 Fiscal Budget funds for Laboratory Equipment, Wares and Supplies;

WHEREAS, the Company has expressed the desire for the delivery of Laboratory Equipment Wares & Supplies by the **EARTHTIME, Inc.** Winner for the (IFB. No. LPRC/NCB/011/20/21)

WHEREAS, the Procurement Unit conducted a National Competitive Bidding process for the delivery of Laboratory Equipment, Wares & Supplies in consistence with Section 48 of the PPC Act.

WHEREAS, a Bid Evaluation Panel was set up to evaluate the proposals received consistent with the PPC Act;

WHEREAS, the Bid Evaluation Panel submitted its report to the Procurement Committee and recommended **EARTHTIME, Inc.** for contract award as the responsive bidder;

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

WHEREAS, the existing conditions, requirement, terms 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 the parties covenant and mutually agree to the following terms and conditions;

1. It is understood and agreed by the Parties hereto that the Procurement Unit and the Operations Department of LPRC is hereby designated to supervise and inspect the materials in order to ensure that the Laboratory Equipment, Wares & Supplies are correct and certify in accordance with the (IFB. No. LPRC/NCB/011/20/21). In the event any portion of the items to be delivered does not conform to the requirements of the contract, it shall be corrected by the Contractor immediately on its discovery.
2. All Laboratory Equipment, Wares & Supplies shall be subject to inspection and examination by LPRC's Procurement Unit and the Operations Department. The Company through the Procurement Unit and the Operations Department shall have the right to reject unsafe and damaged the Laboratory Equipment, Wares & 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.

DELIVERY SCHEDULE

3. It is mutually agreed by the Parties that EARTHTIME INC. shall be responsible to deliver the Laboratory Equipment, Wares & Supplies within a period of forty-five (45) days upon receiving the first advance payment.

PAYMENT TERMS

4. It is mutually agreed by the Parties that the Company shall pay to the Contractor the total and full amount of **US\$109,393.37** (One Hundred-Nine Thousand-Three Hundred-Ninety-Three United States Dollars-Thirty-Seven Cents). The Company (LPRC) shall pay **50% or US\$54,696.685** as advance payment to the Contractor upon submission of an advance payment guarantee to LPRC. The balance **50% or US\$54,696.685** shall be paid after delivery,

inspection and certification of the of the Laboratory Equipment, Wares, chemicals & Supplies at per this agreement. Payment shall be arranged through cheque in a bank in Company's country opened in favor of **EARTHTIME, INC.** during the life of this contract.

WARRANTY

5. It is mutually agreed and understood by the Parties that **EARTHTIME, INC.** is hereby warranting that the Laboratory Equipment, Wares & Supplies will be free from defect in material and workmanship. The period of warranty is twelve (12) months or one (1) calendar year from the date of delivery.

TECHNICAL SPECIFICATIONS

6. The Laboratory Equipment, Wares & Supplies and related Services shall comply with the following Technical Specifications and Standards:

No.	Description	Qty
1	Petroleum Sampler ASTM D1298 & DO2 Zone Sampler SPECIFICATION: Material: Stainless Steel 304L. And AUG. All in Viton Capacity: 1 Liter Diameter: 77mm Height: 360mm Weight: 1.8kg Gravity: 3.5	1 pc
2	Lab Refrigerator Hydrocarbon resistant material Laboratory Refrigerator BLAR-401 capacity: 60L Temperature Range: 2-8°C Ambient Temperature: 10-32°C Refrigerant: R600a Defrost Method: Auto Defrost	1 pc
3	Glass wares Cabinet Height (Metric): 214.9 cm Depth: 55.9 cm Color: White Material: Steel Height: 214.95cm Including: Five adjustable shelves, locking doors	1 pc
4	Reid Vapor Pressure Gage ASTM D323 Digital pressure gauge with various pressure units configurable with: Material: Stainless Steel Application: Petroleum and gas fields displace 5-digit LCD Pressure Gauge: Manometer Pressure Range: 1-1000 Bar Power: Built-in- Battery	1 pc
5	Reid Vapor Pressure Cylinder ASTM D323 Material: Stainless Steel For use with: Immersion sampling and testing of gasoline, volatile crude oil and oiler petroleum products Pressure: 26psi Include: Thread: 0.25in gauge, coupling and 2.0-rings seals, Upper chamber and lower chamber	1 pc
6	Colorimete ASTM D1500	

	<p>Colorimeter with: Conform Specifications: ASTM D1500 & D156</p> <p>Measuring Principal: 16 interference filters</p> <p>Spectra Response: 420=710nm</p> <p>Bandwidth: 20mn</p> <p>Repeatability-Chromaticity (XY): 0.0002-transmittance: 0.25%- Saybolt valus 1</p> <p>Measurement Time: less than 25 seconds</p> <p>Calibration: Single key press and fully automated</p> <p>Displace: 2x40 character, back lit LCD</p> <p>Keypad: 21keys membrane and washable polyester with audible feedback</p> <p>Instruction: 7-languages</p>	1 pc
7	<p>Octane Analyzer ASTMD2699</p> <p>ZELETEX Zx-10IxI PORTABLE OCTANCE ANALYZER COMPLETE SYSTEM INCLUDES:</p> <p>(R+M/2, RON, MON, Unleaded & Ethanol Gasoline Calibration Software</p> <p>Aluminum Carrying Case</p> <p>Full set of manuals</p> <p>Four fuel sample Holder and Ten Roll of Printer Paper</p> <p>One-year parts and Labor Warranty</p> <p>Light Shield</p> <p>25 Samples Memory</p> <p>Printer replacement mechanism</p> <p>15 Lids for Sample Holders</p>	1 pc
8	<p>Hydrometer ASTM D106H, 105H, 104H & 103H</p> <p>H-B Durac Plain Form Glass Hydrometer 0.850-0.900 SG/0.001</p> <p>Delivery within 45 days</p>	4 pcs
9	<p>Hydrometer ASTM D106H, 105H, 104H & 103H</p> <p>H-B Durac Plain Form Glass Hydrometer 0.800-0.850 SG/0.001</p>	4 pcs
10	<p>Hydrometer ASTM D106H, 105H, 104H & 103H</p> <p>H-B Durac Plain Form Glass Hydrometer 0.750-0.800 SG/0.001</p> <p>Delivery within 45 days</p>	4 pcs
11	<p>Hydrometer ASTM D106H, 105H, 104H & 103H</p> <p>H-B Durac Plain Form Glass Hydrometer 0.700-0.750 SG/0.001</p>	4 pcs
12	<p>"Graduated Cylinder-10ml</p> <p>Nalgene pp Graduated Cylinder</p> <p>Delivery within 45 days</p>	3 pcs
13	<p>Sample Storage Bottles</p> <p>Hydrocarbon product purpose</p> <p>White and Dark color</p> <p>1000ml size</p> <p>HDPE Plastic material</p>	3 cases/ 24 bottles per case
14	<p>Graduated Cylinder-5ml</p> <p>Nalgene pp Graduated Cylinder</p>	3 pcs
15	<p>Graduated Cylinder-1,500ml</p> <p>Nalgene pp Graduated Cylinder</p>	2pcs
1	<p>Cover Alls</p> <p>Royal Blue or Black flame and chemical Resistant (FR/CR) Nomex IHA FABRIC RATED to Arc Thermal Protective Vale (ATPV) or 7.7 calories/cm2</p>	16 pcs

	calories/cm2 and Hazard Risk Category (HRC) of 1 with Knit Cuff wrist	
2	Safety Goggles Polycarbonate lenses with antifog coating with anti-scratch, chemical splash protection	16 pcs
3	Helmet Material: HDPE Weight: 240g Color: Royal or Nautical Blue Lining Styles: Pin Lock/Ratchet	16 pcs
4	Safety Boots High Model 53 SRC, BSD and fully metal free safety boot made from full grain leather with a PU over nose and safety Norm: EN ISO 20345 SERIES SOLE: PU/PU SAFETY CATEGORY: S3 UPPER: full Grain leather Character SPEC: Fuel Oil Resistant outsole, Upper Water resistant, Heat Insulation, Penetration Resistant outsole, SRC, OUTER TOECAP: PU	16 pcs
5	Reflector Vest Terra High-Visible 5-Point Tear away Reflective safety vest mode #: 11652230R3xL/3	16 pcs
6	Rain Coat Fabric: Nautical/Royal Blue or Black Polyester Taffeta with PVC coating with elastic cuff	16 pcs
7	Rain Boots Black full Length Rubber Water Proof Wellington Boots	16 pcs
8	Disposable Gloves (5-pks) Black Disposable Nitrite Gloves with Torque Grip BX-BMGT 100/pk	5 pks/ 100 per pack
9	Rubber Gloves Nitrite Chemical-Resistant Gauntlets 100/pk	12 pks/100 per pack
10	Nose Mask Fume nose mask	26 pcs
11	Deionized water ASTM D1193 For reagent grade: Electrical Conductivity us/cm @23c Max Electrical Resistivity Mn-cm @ 25c Min PH @ 25 c TOC max ug/l, etc.	1 Unit

7. This Agreement may be terminated by LPRC (Company) giving thirty (30) days written notice in the event that the 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 perform services required 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, conditions or obligation other than those contained herein. This Agreement supersedes all previous communications, representations, agreements negotiations, or understandings, either verbal or written between the parties hereto.

The terms and conditions of this survey and monitoring contract shall be binding on the Parties hereto, their representatives, assigns, successors-in-business and interest, as if they were specifically named herein.

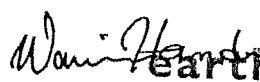

IN WITNESS WHEREOF, the Parties have set their hands and affixed their signatures to this instrument in the City of Monrovia, Republic of Liberia this ____ day of June A. D. 2021.

IN THE PRESENC OF:

FOR:

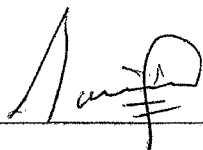
EARTHTIME, INC.

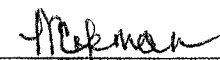
Deawula J. Tarr-Sherman

Mr. Wassim Hamdan
MANAGING DIRECTOR

FOR: LIBERIA PETROLEUM REFINING COMPANY





Hon. Marie Urey Coleman
MANAGING DIRECTOR