

MONTSERRADO COUNTY)
REPUBLIC OF LIBERIA)

Framework Agreement for the Supply of Police Materials (IFB No. LNP/SPP/NCB/002/2022)

This Framework Agreement is made and entered into this 01 day of 21 2022 between the Liberia National Police represented by its Inspector General, Hon. Patrick T. Sudue of the LNP located at the United Bye pass, hereinafter referred to as the ("Purchaser") and Mateleo Inc. also known as its Chief Executive Officer (CEO), Mr. Bassam Osayli, of the City of Monrovia, Republic of Liberia, hereinafter referred to as the "Supplier". Collectively, the Purchaser and Supplier are referred to as the "PARTIES", and do hereby:

WITNESSETH

Whereas, the Purchaser is desirous of purchasing Liberia National Police Materials for training of its police recruits to enhance the full implementation of its statutory mandate and activities in Monrovia and other parts of Liberia; and

Whereas, the Purchaser desires to purchase and full delivery of Liberia National Police Training Materials, and has accepted and approved the Supplier for the supply of these Police Training Materials for the sum of One Hundred Seventy Seven Thousand United States Dollars (US\$177,000.00) for the supply of Liberia National Police Materials, hereinafter referred to as the "Set of Police Training Materials"; and

Whereas, Supplier has presented to Purchaser that Supplier has the requisite technical, financial and operational capacity to meet all responsibilities associated with implementing this Agreement, and agrees to Sell and Deliver to the premises of the Purchaser Police Training Materials in bulk on one time delivery as per the agreed unit price of as indicated in the tender for the set of Liberia National Police Training Materials during the life of this Agreement;

Whereas Mateleo Inc. is a dealer of Security Equipment and is registered in the Republic of Liberia with the International Standard Business code for all Economic Activities as (ISIC) O-8422), and whose registered office is located on United Nations Drive Buzzy Quarter, (the "Supplier") has agreed to Supply the LNP with its Police Training Materials in an efficient and cost-effective manner;

Whereas this Agreement is for the potential purchase of Liberia National Police Training Materials in accordance with the schedule of delivery and technical specification section of the bidding document issued to bidders;

Whereas, this framework agreement is based on pre-agreed unit prices as indicated in the price Schedule of the Supplier submission for the supply and delivery of a Set of Police Training Materials for (500) basic police recruits. It is also expected that during the lifetime of this purchase contract, the LNP intend to carry on bulk purchase which require full delivery, and this contract lifetime should end immediately upon fully delivery before December 31, 2022, and the purchaser and the supplier will execute this framework agreement on per-unit cost of price as indicated in the supplier submission as stated above.

NOW, THEREFORE, the parties, in consideration of their mutual promises and covenants, agree as follows:

"AUTHORIZED REPRESENTATIVE" means an employee of the Purchaser with written approval from the Purchaser to act on its behalf;

"AGREEMENT" means this framework agreement including its recitals, substantive clauses, and any appendices, the provision of all of which are an integral part of it;

"FRAMEWORK AGREEMENT" means an arrangement whereby parties (purchaser & Supplier) to the agreement, agree to purchase and supply goods, works, and services from each other, without an up-front consideration being made by the purchaser, normally for a period of one (1) year. However, this framework agreement runs for the period as contingent upon the final delivery of the required police training materials.

"CONTRACT PERIOD" means the term of this Agreement as described in clause 5;

"DELIVERY" means the physical delivery of an item representing the purchased at the place designated in the order;

"ORDER" means any written order for the Unit, issued by the Purchaser including by either e-mail or hard copy to the supplier and confirmed in writing by the Supplier in accordance with and pursuant to the Contract;

"PARTIES" means the Supplier and the Purchaser, including their successors, permitted assignees, and permitted transferees, a "Party" means any one of them;

The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- ✓ The Tender form and the price schedule submitted by the bidder;
- ✓ Schedule of requirements;
- ✓ Technical specification;
- ✓ Purchaser Notification of award.
- ✓ PPCC Approval

RECITALS

1. PAYMENT TERM

The BUYER shall pay in advance to the SUPPLIER the full amount of One Hundred Seventy Seven Thousand United States Dollars (\$177,000.00) for bulk purchase and full delivery and acceptance by the BUYER(LNP) as approved and allotted by the Ministry of Finance and Development Planning towards the purchase of the requested and required police training materials

"Seller" shall be required to provide to the BUYER the following before the advance payment is made:

- ✓ Performance Bond through a local bank in Liberia
- ✓ Advance Payment Guarantee in the equivalent of the total contract value of One Hundred Seventy Seven Thousand United States Dollars (\$177,000.00) through a local bank in Liberia.

2. CONTRACT PERIOD

The Agreement shall be valid for only one (1) year, from the signing date in 2022, and shall terminate upon full delivery of the specified quality and quantity of Liberian National Police Training Materials at any time before December 31, 2022. Any performance by

3. ARBITRATION

In case of any dispute arising out of or relating to this Agreement, the Party raising the dispute shall first serve notice on the other Party setting forth a description of the dispute and requesting that the Parties meet to negotiate an amicable settlement. All disputes not amicably settled by the parties shall be finally settled through arbitration in accordance with the arbitration rules of the Republic of Liberia.

4. RECIPROCAL RIGHTS CLAUSE

Should it occur that either Party fails to perform one or more of the obligations devolving upon it by virtue of this Agreement, the other party may terminate this Agreement after official Notice to the other Party Thirty-Days to cure the default.

5. FORCE MAJEURE

It is also agreed and understood by the Parties hereto that in the event of hostilities including civil disturbances, natural disasters, or other acts of God beyond the control of either party that renders performance under this Agreement impossible, the party unable to perform shall give notice in writing to the other party as soon as practicable upon the occurrence. Thereafter, the obligations of the parties shall be suspended until the force majeure is cured but for no longer than 60 days. The party giving such notice shall, as far as practicable, remedy such disability with all reasonable dispatch.

6. EQUITY CLAUSE

Should it arise that during the term of the agreement the general economic situation deteriorates significantly, or should it arise that the economic conditions on the basis of which the Supplier's sales price is calculated are affected such that the supply profitability is no longer ensured, the Supplier shall convey the fact to the Purchaser in writing and thereafter the Purchaser and the Supplier shall meet in order to find common ground.

Should it arise that the Purchaser fails to raise any objection to the new proposed price/s within a time period of one week as of the date upon which notice was issued, the Purchaser shall be construed as having accepted the new prices.

7. TERMINATION

It is mutually agreed by both parties that either party may terminate the agreement by giving thirty (30) days' notice to the other, subject however to whatever rights have accrued by virtue of delivery and receipt of the products. In the event of failure by Matelco Inc. to deliver when due or within 7 days thereafter, the purchaser shall have the option to purchase the police training materials from another source and the purchaser shall have the right to recover any additional cost incurred from the supplier including increased costs associated with obtaining substitute products.

8. MODIFICATION

This agreement constitutes the total and entire understanding between the parties and all previous agreements or understandings, whether oral or written, are hereby merged and incorporated into this agreement. Any modification to this agreement must be agreed upon by the parties in writing.

9. NOTIFICATION

All communications and notices under this agreement shall be sent to either Party at the following addresses in writing and sent by mail or hand delivery.

10. GOVERNING LAW


This Agreement shall be governed, construed, and interpreted by, through, and under the laws of the Republic of Liberia.

11. BINDING CLAUSE


This agreement is binding on the parties hereto, their successors in business, legal representatives and assigns as if they were specifically mentioned herein.

IN WITNESS WHEREOF, THE PARTIES HAVE
HERETO SET THEIR HANDS ON THIS DOCUMENT
ON THE DATE AND IN THE YEAR ABOVE WRITTEN
IN THE CITY OF MONROVIA, LIBERIA

Matelco Inc.:


Mr. Bassam Osayli
Chief Executive Officer (CEO)

FOR LIBERIA NATIONAL POLICE:


Witness
Hon. Patrick T. Sudue
Inspector General of Police
Liberia National Police