

## 2.1\_FRAMEWORK AGREEMENT FOR THE SUPPLIER SELECTED

### SUPPLY AGREEMENT FOR GOODS/SERVICES Drugs, medical supplies and Equipment Pubblication ref. 792- 2024/CUAMM/SS/Drugs, Medical supplies and Equipment, pj code AID 12459 funded by Italian Cooperation Agency in Addis Abeba

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**Doctors with Africa CUAMM**, C/O CUAMM Compound inXXXX, hereinafter referred to as "**The Contractor**", represented by XXXXX as Lot 11 Coordinator,

and

XXXXXXXXX referred to as "**The Supplier**" hereinafter represented by XXXXX as a function of the person, have agreed as follows:

#### **Article 1 Subject**

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- 1.1 The supplier will provide Drugs, medical supplies and Equipment for the contracting authority with guarantee that they have been manufactured in conformance with the requirements for Good Manufacturing Practices (GMP) and Quality Control of Drugs as recommended by WHO in Resolution WHA in the 32nd Annual Report for 1992 (WHO Technical Reports Series No. 823) and ratified in the 34th Annual Report in 1996 (WHO Technical Reports Series No. 863)
- 1.2 The Supplier shall implement the assignment under its own responsibility and in accordance with all the terms of the Conditions and the technical specifications in this agreement (including any changes under the proposed).
- 1.3 The place of delivery of goods shall be in the Contractor's Compound in Juba.

#### **Article 2 Price**

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- 2.1 The unit price referred to in Article 2.1 above shall be the sole price owed by the Contracting Authority to the Supplier under the agreement.  
The Contractor reserves the right to accept, after a market survey, price augmentations. In case of a not justified price augmentation, the supply agreement can be terminated.
  - **The Contract will be valid from xx<sup>st</sup> April 2024 to 02<sup>nd</sup> October 2024 and the supplier will guarantee the price freeze for all duration of the Framework Agreement as per annex 1 -Price List 2024 here attached.**
- 2.3 Since the Supplier is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall, at no additional charge, carry out any work that is the subject of any item in the Cost Estimate documents for which the Supplier indicates neither a unit price nor a lump sum.

#### **Article 3 Order of Precedence of Agreement Documents**

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The agreement is made up of the following documents, in order of precedence:

- Quotation
- Agreement

The various documents making up the agreement shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

#### **Article 4      General Obligations**

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- 4.1**      The Supplier shall perform the agreement with the requisite care, diligence, efficiency and transparency, in line with best practice in the field concerned and in compliance with this agreement. This includes, where specified, the remedying of any defects in the supplies and their substitution.
  
- 4.2**      The Supplier shall respect and abide by laws and regulations of the South Sudan and shall ensure that its personnel, their dependants, and its employees respect and abide by all such laws and regulations. The Supplier shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Supplier, its employees and their dependants of such laws and regulations.
  
- 4.3**      The Contracting Authority and the Supplier undertake to preserve confidentiality of any document, information or other material communicated to them in confidence until at least seven years after the final payment. The Supplier shall treat all documents and information received in connection with the agreement as private and confidential. It shall not, save insofar as may be necessary for the purposes of the agreement's execution, publish or disclose any particulars of the agreement without the prior written consent of the Contracting Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the agreement, the decision of the Contracting Authority shall be final.
  
- 4.4**      The Supplier guarantees that the quantity and quality of products under this agreement are in accordance with the provisions in the offer documents and cost estimate provided. In the event of default, the Contracting Authority may require full or partial reimbursement of the amounts paid and the payment of monetary damages and additional costs that the Contracting authority has incurred due to failure to perform its (supplier's) obligations under this agreement.
  
- 4.5**      The Supplier undertakes all necessary precautions to avoid conflicts of interests (there is a conflict of interests where the impartial and objective exercise of the functions of any person under this agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person) and shall inform the Contracting Authority immediately of any situation constituting or likely to lead to any such conflict.
  
- 4.6**      The Contracting Authority cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Supplier while the Assignment is being carried out or as a consequence of the assignment. The Contracting Authority cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.
  
- 4.7**      The Supplier shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Assignment is being carried out or as a

consequence of the Assignment. The Supplier shall discharge the Contracting Authority of all liability arising from any claim or action brought as a result of an infringement by the Supplier or the Supplier's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

- 4.8** The Supplier shall be bound by the documents that form its offer that are annexed to the present agreement.
- 4.9** The Contracting Authority and the Supplier shall uphold the highest standards of business ethics in the performance of this Agreement. The parties have zero tolerance in respect of all forms of fraud, bribery and corruption. In particular Service Provider further acknowledges Doctors with Africa CUAMM ANTI-FRAUD POLICY of December 2012 (Annex II), article 5, "suppliers of goods, works and services such as independent contractors and their staff, support groups and project partners are required to act with honesty and integrity and encouraged to report cases of fraud, abuse and other illegal activities perpetrated by the staff of the Organization". Therefore, the present Agreement will be considered null and void and will not be binding if at any stage of the Agreement implementation, it will raise any involvement in corruption, fraudulent behaviour or coercion of the Supplier.
- 4.10** The Supplier shall give the Customer's donors the right to access its records when requested.
- 4.11** The Contractor and the Supplier have a common commitment to prevent any form of child abuse.
- 4.12** The Contractor and the Supplier shall have zero-tolerance to any form of sexual exploitation and abuse, as well as other types of Gender-Based Violence, discrimination and non-sexual abuse of power and to adhere to the Contracting Authority policy on "Protection from sexual exploitation and abuse (PSEA)" attached to this Agreement.
- 4.13** The Contractor and the Supplier shall respect health and safety at work, equal opportunities regardless sex, race, religion, age, disability and sexual orientation and to comply with Labour law.
- 4.14** The Contractor and the Supplier shall comply with applicable International Conventions and Policies related to anti-money laundering and combatting terrorism financing.

## **Article 5 Assignment**

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This agreement and the payments attached to it may not be assigned to a third party in any manner whatsoever.

## **Article 6 Payments**

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Cuamm will pay by bank transfer upon receipt of a valid invoice from the supplier and signed delivery note by both parties. The supplier shall provide an invoice at delivered as requested Cars spare part, according to the purchase orders. The Payment will be made at the end of each month.

Banks details of the contractor

Name of the bank: xx

Account's name: xx

## **Article 7 Disputes**

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The Parties shall use their best endeavours to ensure that any dispute or difference arising from or in connection with this agreement be resolved in good faith.

Failing resolution of the dispute or difference, parties may submit the dispute or difference to the South Sudanese courts.

## **Article 8 Termination of the Agreement**

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After giving the Supplier seven days' notice, the Contractor may terminate the agreement in any of the following cases:

- a) The Supplier substantially fails to perform its obligations under this agreement;
- b) The Supplier fails to comply within a reasonable time, after a notice received from the Contractor, which seriously affects the proper and timely performance of the work;
- c) The Supplier refuses or neglects to carry out administrative orders given by the Contractor or his representative;
- d) The Supplier assigns the agreement to the Third Party without the authorization of the Contractor;
- e) The Supplier is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- f) The Supplier has been convicted of an offence concerning professional conduct by a judgment, which has the force of res judicata;
- g) The Supplier didn't comply with the obligation to pay social contributions or other taxes required by law in force in the country of Contracting or is not able to produce or renew his Tax Clearance Certificate;
- h) The Supplier has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the Communities' financial interests;
- i) The Supplier is subject to conflict of interest;
- j) Any organizational modification occurs involving a change in the legal personality, nature or control of the Supplier, unless such modification is recorded in an addendum to the agreement;
- k) Any other legal disability hindering performance of the agreement occurs.
- l) The Supplier suspends the delivery of the supplies, or any part thereof, for more than 10 weeks, for reasons not specified in the agreement or not attributable to the Supplier.

## **Article 9 Termination by the Supplier**

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The Supplier may, after giving 14 days' notice to the Contracting Authority, terminate the agreement if the Contractor:

- a) Fails to pay the Supplier the amounts due under any certificate issued by the Contractor his representative after the expiry of the deadline stated in Art. 7 - Payments;
- b) Consistently fails to meet its obligations after repeated reminders;

## **Article 10 Force Majeure**

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- 11.1** Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control, including but not limited to acts of God, natural and unavoidable catastrophes and events, war or armed conflict, terrorism, fire, explosion, civil commotion or industrial, acts of

government, government or regulatory bodies or other disputes of a third party and needs to inform the other Party immediately after occurrence of the Force Majeure by sending a Notice/Written Letter to other Party.

**11.2** If circumstances of force majeure have occurred and continue for a period of 180 days then, the agreement shall be terminated automatically and the Parties shall be released from further performance of the agreement.

To be signed in English in two original copies, one original copy is for the Contractor and one original copy for the Supplier.

**Date xx/xx / xx**

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|---------------------------|
| <b>For the Supplier</b>   |
| Name:                     |
| Position:                 |
| Sign:                     |
| <b>For the Contractor</b> |
| Name:                     |
| Position:                 |
| Sign:                     |

**Date**

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