**FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS**

**SPECIFIC CONDITIONS**

**FOR**

**[PROCUREMENT TITLE]**

**Framework Agreement number: FWA-000-2021**

#### This Framework Agreement for the Supply of Goods (“Framework Agreement”) is entered into between

The Government of the Republic Kiribati, with its office at the address stated in Article 7 (hereinafter referred to as “Procuring Entity”)

and

[name of the Supplier] with address as stated in Article 7 (hereinafter referred to as “Supplier”), together referred to as “the Parties”.

**RECITALS**

WHEREAS the Procuring Entity wishes to purchase from the Supplier, and the Supplier is willing to supply to the Procuring Entity, the Goods as more fully defined hereinafter;

WHEREAS the Supplier is ready and willing to accept this Framework Agreement with the Procuring Entity, the Parties agree to the following terms and conditions:

## General provisions

The following annexes form an integral part of the Framework Agreement.

* Annex A – Condition for Supply of Standard Goods;
* Annex B – Price List;
* Annex C – General Conditions of Framework Agreement;
* Annex D… (*add annexes as required*)

## Scope of the Supply of Goods

The Supplier shall deliver the Goods described in Annex A “Conditions for Supply of Goods” (the “Goods”) on the delivery times agreed (“Delivery Date or Dates”) and in accordance with the technical specifications and other conditions set out in Annex A and shall remedy defects therein in conformity in all respects with the provisions of this Framework Agreement.

All Goods under this Framework Agreement shall be delivered only after receipt of a formal Sub-Order (the “Sub-Order”).

##### For multi-supplier Framework Agreements only

Before a Sub-Order, the Procuring Entity will submit a request for a Sub-Tender (the “Sub-Tender”), to all Parties of the Framework Agreement, to submit a Sub-Tender for the specific Goods specified in the Sub-Tender request, based on the terms and conditions of this Framework Agreement. The response time for the Sub-Tender shall be within three working days, as specified in the request for the Sub-Tender. The Sub-Order will be issued to the Party of the Framework Agreement which submitted the Sub-Tender representing the best value for money.

## Duration and Value of the Framework Agreement

The Supplier shall be able to provide the Goods to the Procuring Entity starting from and until the dates below (the “Term of Engagement”).

The Framework Agreement is subject to a Maximum Value of Sub-Orders for each Period, as defined below. If the Maximum Value has been reached, the Framework Agreement shall either

1. be subject to an earlier optional extension for a new Period or
2. be considered void, with the exception of Clause G-19(f) of the General Conditions of Framework Agreement.

The Procuring Entity has the right to extend the validity of the Framework Agreement with all other terms and conditions unchanged, with one/up to two consecutive period/s with a maximum of 12 months each. This shall be made in writing from the Procuring Entity to the Supplier no less than one month before the end of each Term of Engagement of the Framework Agreement. The Supplier shall without delay confirm the receipt. The Supplier has no right to compensation if such an extension has not been effectuated.

|  |  |  |  |
| --- | --- | --- | --- |
| Period | Term of Service | Term of Engagement | Maximum Value AUD |
| Base Framework Agreement | 12 months |  |  |
| Option 1 | 12 months |  |  |
| Option 2 | 12 months |  |  |

## Monitoring and Evaluation

The Procuring Entity will conduct a performance assessment of the execution of the Framework Agreement before the end of each Term of Engagement.

The Procuring Entity will also conduct independent reviews on the quality and progress of the Sub-Orders before making payment in accordance with Article 4.

Should there be major deviations from the terms and conditions of the Framework Agreement, the conditions of Clause G-11 of the General Conditions of Framework Agreement shall apply.

## Payment

* 1. The Procuring Entity shall pay the Supplier for the Goods satisfactorily delivered during the Term of Engagement in accordance with the Framework Agreement, up to a maximum value, as defined in Article 2, or its equivalent (the “Maximum Value”). Total payments, including fees, expenses, VAT and other taxes and any other payment, to the Supplier under this Framework Agreement shall not exceed the Maximum Value.
  2. Payments will be made upon complete and accepted delivery of each Sub-Order.
  3. Invoices must be prepared in accordance with the “Rules for the Preparation of Invoices” provided in Clause G-11 of the General Conditions of Framework Agreement, in AUD or another currency agreed with the Procuring Entity. All invoices shall be addressed and sent in accordance with Clause G-10 of the General Conditions of Framework Agreement to the Official Address defined in Article 6.
  4. The Supplier shall have sole responsibility for
     1. the payment of all taxes, including any indirect taxes and value-added taxes (VAT) arising out of or in connection with the Goods or the Framework Agreement, and
     2. the filing of any required tax returns or other information related thereto with the relevant tax authorities.
  5. If any tax must be paid by the Procuring Entity on account of any payment hereunder, the amount of any such tax shall be deducted from the amount payable by the Procuring Entity to the Supplier.
  6. Payment shall be made within 30 days upon receipt of a correct invoice, subject to Article 4 a, b and c, and the Procuring Entity’s approval of deliverables, in accordance with Clause G-4 of the General Conditions of Framework Agreement.

## Rights and Obligations of the Supplier

The rights and obligations of the Supplier are strictly limited to the terms and conditions of this Framework Agreement, including the General Conditions of Framework Agreement attached as Annex C, which together with Annexes A and B form an integral part of the Framework Agreement. Accordingly, the Supplier shall not be entitled to any payment except as expressly provided in this Framework Agreement.

## Official Addresses for Notices and Requests

Any notice or request under this Framework Agreement shall be in writing. Such notice or request shall be deemed to be duly given or made when it has been delivered by hand, mail or e-mail to the Party to which it is required to be given or made at such Party's address specified below. In case of a change of contact person, the Party concerned is obliged to inform the other Party in good time.

### For the Procuring Entity:

|  |  |
| --- | --- |
| Procuring Entity |  |
| Address |  |
| Country: | Republic of Kiribati |
| Attention: | [authorized Contract Manager] |
| e-mail: |  |
| Phone: |  |

### For the Supplier:

|  |  |
| --- | --- |
| Supplier |  |
| Address |  |
| Country: |  |
| Attention: | [authorized representative] |
| e-mail: |  |
| Phone: |  |
| Bank account |  |

## Priority of Framework Agreement Documents

This Framework Agreement comprises the following Annexes and Attachments in the descending order of precedence:

1. Framework Agreement for supply of Goods
2. Annex C; Government of Kiribati General Conditions of Framework Agreement
3. Annex A; Conditions for supply of Goods
4. Annex B; Price List
5. Sub-Orders

## Amending the Standard Terms and Conditions

The following Specific Conditions have been agreed by the Parties, and shall replace the referred Clause 00 of the of the General Conditions, wholly or partly, as described below

*[clearly regulate possible and exceptional amendments of the General Conditions, which have to be approved in advance by the OAG]*

## Effectiveness

This Framework Agreement shall become effective upon the date of signature by both Parties and shall continue in full force and effect until the earlier of

1. the completion of all deliveries of Goods subject to Sub-Orders, and all payments therefor, or
2. termination of the Framework Agreement in accordance with Article 4 or Clause G-11 of the General Conditions of Framework Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Parties have agreed on the terms and conditions of this Framework Agreement which has been signed in two (2) original copies whereof the Parties have received one (1) copy each.

**FOR THE PROCURING ENTITY FOR THE SUPPLIER**

(date, name and signature) (date, name and signature)

------------------------------------------------------- -------------------------------------------------------

**In witness by**

(date, name and signature) (date, name and signature)

------------------------------------------------------- -------------------------------------------------------

**ANNEX A**

# CONDITIONS FOR SUPPLY OF GOODS

## Goods to be supplied

*Detailed description of goods, quantity, technical specification etc.*

## Sustainability and environmental requirements

*In addition to G-3* *of the GCC*

## Inspection and/or testing

*See G-4 of the GCC Details of the* *inspection and/or testing that the Procuring Entity requires, if there are any*

## Securities

*See G-6 of the GCC*

## Delivery time(s)

*Delivery date(s)*

## Terms of Delivery

*DDP of Incoterms 2020 is recommended*

## Carrier nomination

## Documents to be provided

*Such as invoice, packing lists, product manuals, instructions, warranties, other documents, etc*

## Packing requirements

*In addition to G-7 (c) of the GCC*

## Other conditions

**ANNEX B**

# PRICE LIST

*Specification of Price for each item of Goods.*

*May be a separate document. If so, delete this page and mark the separate Price List ‘ANNEX B’*

# ANNEX C – GENERAL CONDITIONS OF FRAMEWORK AGREEMENT

*[Refer to the GCC in .pdf format, replacing this document]*