

# FRAMEWORK AGREEMENT – SUPPLY

## *[Insert FWA number]*

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### PARTIES:

This agreement is entered into by:

*[Supplier]*

Represented by: *[insert Name of Company Representative]*  
Registration number: *[insert Company Registration Number]*  
Company Address: *[insert full address]*  
Phone number: *[insert phone number]*

hereinafter referred to as the “SUPPLIER”

and

### GOAL

Represented by *[insert Name of Country Director]*  
Registration number: *[insert financial Registration number]*  
Office Address: *[insert Office address]*  
Phone number: *[insert Office phone number]*

Hereinafter referred to as the “PURCHASER”.

The SUPPLIER and the PURCHASER have agreed to the following terms and conditions:

### OBJECT OF THE CONTRACT: SUPPLY OF *[insert type of commodity]*

#### 1. PREAMBLE

1.1 This Framework Agreement between the SUPPLIER and the PURCHASER is the result of a GOAL tender No. *[insert reference No.]* and sets in place the mechanism for the PURCHASER to purchase from the SUPPLIER the items listed in Annex A – Item and Price Schedule, for the agreed price for the duration of this Framework Agreement.

#### 2. DURATION OF THE CONTRACT

2.1 The contract is valid for a period of *[insert number of years]* years starting on *[insert start date]* and ending on *[insert end date]*.

#### 3. CURRENCY AND MEANS OF PAYMENT:

- 3.1 The currency of all contracts resulting from this Framework Agreement is *[insert Contract currency]*.
- 3.2 Payment shall be exclusively done by cheque or bank transfer. Bank Transfer may be effected by either the GOAL Country or GOAL HQ (for large sums of money).
- 3.3 Under no circumstances will cash payments be made
- 3.4 All prices listed in Annex A – Item and Price Schedule, are inclusive of all taxes, customs clearance and delivery costs, depending on the INCOTERM used.

#### **4. EXECUTION OF THE CONTRACT:**

##### **4.1 Transmission of the Order:**

- 4.1.1 When required, the PURCHASER shall place orders on the SUPPLIER, based on the list of items and prices listed in Annex A, Item and Price Schedule, to this Framework Agreement, through an authorised GOAL Purchase Order.
- 4.1.2 The Framework Agreement number shall be annotated on all the Purchase Orders.
- 4.1.3 Several GOAL Purchase Orders may be placed for delivery to different destinations. Each GOAL Purchase Order is an individual Contract for delivery and invoicing.
- 4.1.4 The quantities to be supplied shall be stated in the GOAL Purchase Order.
- 4.1.5 The PURCHASER is under no obligation to place a GOAL Purchase Order.
- 4.1.6 The GOAL Purchase Orders will not become valid until signed and stamped by both the PURCHASER and the SUPPLIER.
- 4.1.7 The GOAL Purchase Order shall bear the authorized signatures and official stamps of the PURCHASER and SUPPLIER to be valid.

##### **4.2 Delivery:**

- 4.2.1 The delivery of 100% of the items on the Purchaser Order must be effective within **[insert the number of days]** working days following the signing of the GOAL Purchase Order by the SUPPLIER.
- 4.2.2 For international procurement, the INCOTERM used will determine the place of delivery.
- 4.2.3 The SUPPLIER shall pack and deliver the goods stated in the GOAL Purchase Order to the PURCHASERS Warehouse/destination, as stated in the GOAL Purchase Order. Delivery is on the SUPPLIERS account and unloading is on at the PURCHASERS account.
- 4.2.4 A SUPPLIER Packing List shall accompany the goods.
- 4.2.5 The GOAL Purchase Order number shall be annotated on the Packing List.
- 4.2.6 On receipt of the Goods, the GOAL Warehouse Manager/Logistician shall:
  - (i) Carry out a quantity and quality check of the delivered Goods. Items that do not correspond to the GOAL Purchase Order shall be rejected. The items shall be replaced by the SUPPLIER and delivered to the GOAL Warehouse within 24 hours without any additional cost to PURCHASER.
  - (ii) Raise a GOAL Goods In Docket acknowledging official receipt of the Goods into the GOAL Warehouse, and provide the SUPPLIER with a copy of the GOAL Goods In Docket (GID) bearing his signature, which shall be attached to the invoice to enable payment.

##### **4.3 Payment Process:**

- 4.3.1 The SUPPLIER shall issue invoices based on the prices set in Annex A, Item and Price Schedule, of this Framework Agreement.
- 4.3.2 Each Invoice shall relate to a GOAL Purchase Order.
- 4.3.3 Each Invoice must have annotated on it the GOAL Purchase Order number.
- 4.3.4 The PURCHASER shall do a three (3) way match between the GOAL Purchase Order, the SUPPLIERS Invoice, and the GOAL Goods In Docket (received from the GOAL Warehouse which has received the Goods).
- 4.3.5 If the Invoice matches the GOAL Purchase Order and GOAL Goods In Docket then the Invoice will be forwarded to the GOAL Finance Office for payment. If the Invoice does not match the GOAL Purchase Order and GOAL Goods In Docket, then the Invoice will be returned to the SUPPLIER for correcting and resubmitting.
- 4.3.6 The PURCHASER shall pay within thirty (30) working days following the acceptance of the supplies as detailed in article 4.2 and receipt of the Invoice.

##### **4.4 Penalties:**

- 4.4.1 All deliveries shall be considered completed when delivery of 100% of the items ordered are received. Where there are multiple deliveries scheduled, each scheduled delivery shall be counted as a separate delivery requirement for the purposes of this Clause.
- 4.4.2 For all items that are not received by GOAL, according to the INCOTERM used, by the stated 'Due Delivery Date' on the GOAL Purchase Order, shall, at the discretion of GOAL, be subject to Article X and XVII of the GOAL Terms & Conditions (Annex B to this Framework Agreement).

## **5 LIABILITY:**

- 5.1 The PURCHASER shall not be held liable to a third party for any damages caused in the exercise of respective duties under this Framework Agreement.
- 5.2 In case of any dispute or differences relating to either this Framework Agreement, or any subsequent GOAL Purchase Order, the two parties shall refer the Terms & Conditions of Contract (Annex B to this Framework Agreement and attached to all GOAL Purchase Orders).

## **6 REVIEW OF THE CONTRACT:**

- 6.1 This Framework Agreement will be formally reviewed on an annual basis by the PURCHASER against prevailing market conditions to assess continuing relevance and value for money.
- 6.2 **[Delete if not applicable]** The prices listed in Annex A, Item and Price Schedule are fixed for [X] months. At the end of each period, the SUPPLIER may submit new prices. The PURCHASER reserves the right to check these against prevailing market prices and reject unreasonable inflation.

## **7 AMENDMENT TO THE CONTRACT:**

- 7.1 Any amendment to this Framework Agreement (additional item or price amendment) shall lead to a contractual amendment that shall be signed by both parties.
- 7.2 One party shall send 'Requests for Amendment' to the other party, who has the right to refuse to endorse the request.
- 7.3 A request to increase the price of the items listed in Annex A, Item and Price Schedule, outside of the scheduled reviews as detailed in article 6.1, may lead to the termination of this Framework Agreement.

## **8 TERMINATION OF THE CONTRACT:**

- 8.1 Any party shall terminate the contract with one (1) month written notice period required.
- 8.2 Any termination notice given by either party to the other, shall be in writing via relevant address, and the relevant party may acknowledge by letter, or by signing the same notification receipt of the same.

## **9 ORDER OF PRECEDENCE OF DOCUMENTS**

- 9.1 This Framework Agreement includes the following:
- Annex A –Item and Price Schedule
  - Annex B – GOAL Term & Conditions of Contract
- 9.2 The SUPPLIERS Offer dated **[insert dated of offer]** which is included as Annex C.

## **10 MISCELLANEOUS:**

- 10.1 The PURCHASER retains the right to procure items or services from other suppliers.

10.2 This agreement is made in English and any interpretation of this contract shall be according to the English language version. This agreement is made in two (2) copies; both originals are given to the SUPPLIER and PURCHASER respectively.

**For and on behalf of the SUPPLIER**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witnessed By:**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***Suppliers Stamp***

**For an on behalf of the PURCHASER**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***GOAL Stamp***

**ITEM AND PRICE SCHEDULE**

<b>SERIAL</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>
1			
2			
3			
4			
5			
6			
7			