



**WARDI Relief and Development Initiatives**

Laami Yare Road| Wadajir District| Mogadishu  
3B AMCO Building| Limuru Rd| Parklands| Nairobi  
P.O. Box 71750-00610| Nairobi, Kenya  
Tel: +252 857358/ +254 205210730

**This contract is made between:**

**WARDI Relief and Development Initiative**

(Hereinafter referred to as the “**organization**” which expression where the context so admits, include its personal representatives and assigns), on one part,

**(Company name, contact number, email)**

(Hereinafter referred to as the “**Supplier**” and which expression where the context so admits, include its personal representatives and assigns).

**1. Description of the goods/services**

Procurement of essential medicines for Kalkal health center in Kahda District Mogadishu, Banadir region, Somalia.

This agreement is applicable to all lots for which the supplier has been awarded the contract.

**2. Location**

This will be done in Mogadishu, Banadir region, Somalia.

**3. Language**

This Agreement has been drawn in the English language and any notice, correspondence, or statute hereafter that requires to be served, shall be in English.

**4. Governing Law**

The law applicable to this Agreement shall be the laws of Somalia.

**5. Entry into Force (Date of Commencement of Agreement)**

This agreement shall come into force at the notification of the award.

1

Signed this ..... day of December 2023

Signed this..... day of December of 2023

Signature.....

Signature: .....

Name: Hussein Dubow Abdi

Name:

Designation: Executive Director

Designation: Owner/manager

**WARDI Relief and Development Initiative.**

**(Company name)**

## 6. Contract terms and the amount

The Supplier should procure the goods delivery notification after the entry into force of this agreement within the said delivery date. All the activities will be as per the contract agreed upon between the supplier/service provider and the organization and signed by both parts.

Both parties have agreed to the following;

That (**Company name**) to procure pharmaceutical supplies including medicines and medical consumables as per the specification indicated in the RFQs with the total amount of \$ (xxx) as the company bids submitted to WARDI.

## 7. Entire Agreement, Amendments

This Agreement supersedes any and all other agreements, oral or written, between WARDI and the Supplier with respect to the subject matter hereof, and no agreement, statement or promise relating to the subject matter of this Agreement other than that which is contained herein shall be binding upon the parties. The contract may furthermore be subjected to possible extension of contract.

## 8. Settlements of disputes

1. Any dispute, controversy or claim arising out of or relating to the contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the **arbitration law** at present in force of which the Parties have taken due notice.
2. The Parties agree to be bound by any decision delivered by the arbitrator(s) as the final settlement not liable to other proceedings before any other international or national arbitration commission or court of law, or any such dispute, controversy or claim.

## 9. Termination of the Agreement

This Agreement will normally terminate after completion of the above-mentioned transportation and other related works. It may otherwise terminate by anticipation in the following respects:

### 9.1. Termination by the organization

The organization may terminate this Agreement upon written notice, with immediate effect, if the Supplier shall default in one or more of the following respects, that is to say:

- a. If without reasonable cause, the Supplier wholly or partly suspends the carrying out of any of the works before completion thereof,
- b. If the Supplier fails to proceed regularly and diligently with any part of the works, or
- c. If the Supplier fails to comply with the provisions of this Agreement, and does not remedy such noncompliance within 3 days of being requested to do so by the organization, or
- d. If the Supplier is placed in Liquidation (whether voluntary or otherwise) or a receiver is appointed over his assets.
- e. In the event that the Supplier abandons the contract or without reasonable cause has failed to commence the works or has suspended the progress of the works or does not execute the works to the satisfaction of the organization, then the organization, after giving 2 days' notice in writing to the Supplier and the end of the said period may complete the said works through contracting another Supplier.

#### 9.1.1. Rights of buyer in case of quality defects

- a. In the case that incoming goods do not comply with the data / information given in the offer, WARDI may consider this as faulty delivery. The same applies to flaws which were not found upon receipt of the product.

2

Signed this ..... day of December 2023

Signature.....

Name: Hussein Dubow Abdi

Designation: Executive Director

**WARDI Relief and Development Initiative.**

Signed this..... day of December of 2023

Signature: .....

Name:

Designation: Owner/manager

**(Company name)**

- b. In case of faulty goods/products/ a faulty delivery, the supplier has to deliver compensation within 2 weeks after the defect has been determined or the contracted supplier has to provide a credit note covering all arising costs (e.g. for destruction) or compensation.
- c. If transport conditions were not compliant, WARDI reserves the right to not accept the goods.

**9.2. Termination by the Supplier**

Subject to acceptance Completion of Work having being issued by the WARDI Officer and invoices having been forwarded to the organization, if any amounts due and payable to the Supplier under this Agreement have not been paid within 30 days after the date of completion of the work, the Supplier has the right to seek legal action that may deem necessary.

**9.3. Consequence of Termination**

- a. If termination is not due to default by the Supplier, the Supplier shall be entitled to reimbursement in full for the costs incurred by him prior to termination of his services.
- b. If termination is due to default by the Supplier, the organization is entitled to ask for payment for damages resulting from such default, up to a maximum amount of 10% of the Contract sum.

**10. Financial conditions**

WARDI will pay to the Supplier/vendor the total amount \$ xxxx.xx after 100% delivery of goods; the indicated sum compensates for all provision goods/services under this agreement.

All the payments shall be made either by Bank cheque or Bank transfer. Payments more than 16,000 US dollars will be done through bank transfer. All taxes, customs and other fees owing to the government, that are present or future, are to be declared and paid by the contracted supplier.

<b>3</b>	Signed this ..... day of December 2023 Signature..... Name: Hussein Dubow Abdi Designation: Executive Director <b>WARDI Relief and Development Initiative.</b>	Signed this..... day of December of 2023 Signature: ..... Name: Designation: Owner/manager <b>(Company name)</b>
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