

Framework agreement

About the provision of catering services - (WARDI/Care /Nagasho project/ Procurement process -

04.)

Between

WARDI Relief and Development Initiative

WARDI main office: Laami yare road, Bullo-Xubey, Wadajir district, Mogadishu, Banadir region,

WARDI Bardhere office:

Represented by Executive Director, Mr. Hussein Dubow Abdi Isak

Line: +252- 857358

Email: procurement@wardi.org

- Hereafter also referred to as „client”

And

[Name, address], represented by Mr/Ms

- Hereafter also referred to as „service provider”

- Hereafter, client and service provider will also be referred to as “party” individually and “parties” together -.

Preamble

Until December 2028, the client will have a need for provision of catering services. However, due to the service being required on needs basis, the items or services are not required at a specific time, but on demand according to requirements to be determined on short notice. Therefore, a framework agreement with minimum of two service providers was bid out via a negotiation procedure without a call for competition. In case of a call-of, the client will ask all bidders with whom this framework agreement was concluded to submit current prices for the items/services listed in the annex 1, in accordance with the offers received at the tendering process. The service provider with the lowest price will then be asked to carry out the services or delivery of items within the details agreed upon in the annexes 1 & 2.

Against this background, the present framework agreement, which contains the essential framework conditions and general regulations of the cooperation, will be concluded between the contracting parties.

1 Subject matter and obligations of the framework agreement

1. The service provider delivers products or provides services for the client on the basis of this framework agreement. Specifications and estimated maximum quantities are included in the attachment of the TOR. The client is entitled to exceed or fall short of this total demand up to a maximum limit of 20 percent of the estimated order volume. The client is also entitled to demand deviating or new products or services from the service provider's range.
2. If the client has a specific need for services from the service provider from the estimated total cost/quantity specified in the annex 1, the client shall submit a request to the service providers for this partial quantity in text form. Within 3 working days, the service providers are obliged to submit a binding offer for this request, in which the specific prices for the requested services / quantities of items as well as the contact persons are listed.
3. The offer with the lowest price will then be selected and the service provider will then carry out the call-off for the specified quantities.
4. If agreements during individual call-offs deviating slightly from this framework agreement are made expressly and in writing with the consent of both parties, these shall take precedence over the

framework agreement.

2 Quality assurance

1. The services to be provided or the products to be delivered by the service provider on the basis of the call-of agreement shall comply with the quality requirements or (safety) provisions specified in the call to tender.
2. The service provider ensures by means of a proper inspection or outgoing goods inspection that its services or goods comply with the contractual obligations, i.e. services or goods in accordance with this framework agreement or the agreements of individual call-offs.

3 Warranty and liquidated damages

1. The service provider warrants that the services provided, or products delivered are free of defects and comply with the contractually agreed quality requirements. In addition, he guarantees compliance with specially agreed quality requirements.
2. If, despite the possibility of subsequent performance within an appropriate period of time, the service provider has not completely remedied a defective condition, the client is entitled to withdraw from the contract due to any remaining defect or contract breach.
3. If, for reasons attributable to the service provider, these warrants are not attained in whole or in part, the service provider shall, at its discretion, either
 - a. Make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the warrants as its own cost and expense, or
 - b. Pay liquidated damages to the client with respect to the failure to meet the contractual guarantees

4 Prices, price adjustment and terms of payment

1. The reference prices of the services and goods are listed in the annex 1 to this contract. They are total prices. They include all additional services, any ancillary (freight) costs and, in the case of deliveries.
2. If the service provider requests an upward price adjustment which deviates from the prices stated in the annex by more than 20 percent, the client has a special right of termination of the framework agreement.
3. The delivery of services / items shall be made at the expense and risk of the service provider to the delivery address specified by the client in the call to tender (call-off agreement).
4. Invoice settlement shall become due for payment after fulfillment of the contractual obligations upon receipt of the invoice by the client.
5. Further payment conditions are listed in the annex 2 of this framework agreement.

5 Transfer of risk

The risk of loss and damage to the service provider's products shall pass to the client upon receipt of the contractually defined goods. In the case of services, the price risk shall pass to the client only upon acceptance.

6 Preparation of offer and delay in delivery

1. The deadlines ultimately agreed between the contracting parties for the execution of specific orders are binding (fixed-date business).
2. If the service provider recognizes that agreed services can probably not be met, irrespective of the reasons, it shall notify the client thereof in writing without delay, stating the exact reasons and the foreseeable duration of the delay. In this case, the service provider is obliged to take all necessary and reasonable measures to keep the delay as short as possible.
3. Notification of an expected delay shall in no case change the agreed upon date.
4. If acceptance of the agreed service has become unreasonable for the client as a result of the service provider disproportionately exceeding the deadline, the client may withdraw from the contract.

7 Force majeure

1. For purpose of this clause, “Force majeure” means an event or situation beyond the service provider’s control that is not foreseeable, unavoidable and the cause of which is not due to the service provider’s negligence or lack of due care. Such events may include but are not limited to: guidelines from the client’s financial aid donor, wars or revolutions, fires, floods, epidemics and quarantine restrictions. The impracticability of transports as a result of the blocking of required transport routes is deemed equivalent to a case of force majeure, unless the service provider has caused such an event intentionally or through gross negligence or had knowledge thereof at the time of the submission of the offer.
2. Cases of force majeure which prevent a contracting party from fulfilling its obligation in whole or in part shall release the contracting party concerned from the performance of this contract and the respective call-off agreement until the force majeure ceases to exist.
3. The contracting party for which the force majeure has occurred shall inform the other contracting party thereof without undue delay and, upon request, furnish proof thereof.
4. When deciding the question of whether, after the force majeure has ended, the services shall be provided or a subsequent delivery shall be made for the performance not made during this period, the contracting parties are obliged to reach an agreement by mutual consent, taking due account of the interests of both contracting parties.

8 Term of contract and termination

1. The initial term of this contract is 12 months. It is extended by one year at a time, if the contract is not terminated in writing with 4 months’ notice to the end of the year. The contract ends after three years at the latest.
2. This contract may be terminated for the first time with effect in June 2026. The termination must be made in writing. The date of receipt of the notice of termination by the recipient is decisive for the calculation of the period.
3. The right to terminate for good cause remains unaffected by this contract. A good cause exists in particular if
 - a) there is a case of § 4 para. 2 exists (significant price increase)
 - b) the contracting party is bankrupt or otherwise insolvent
 - c) serious, culpable violations of the contractual obligations by a contractual party occur, due to which it is unreasonable for the terminating contractual party to continue the contract until the next possible termination date,
4. In the cases of § 8 para. 3 (c), termination is only permissible if a period a grace of two weeks, to be set in writing, to remedy the consequences of the infringement (warning) has elapsed fruitlessly. The period applies from the date of receipt of the letter of warning by the warned party.

9 Final provisions

1. Both contracting parties undertake to treat this contract and its contents confidentially and to not disclose them to third parties. This shall also apply for a period of ten years after termination of the contract.
2. Amendments and supplements to this contract shall only be effective if they are made in writing. This also applies to the amendment of this writing form clause.
3. The contracting parties shall endeavor to settle any differences of opinion as amicably as possible, taking into fair consideration the interests of both parties.

10 Applicable laws

This agreement is governed by the laws of Somalia.

11 Severability clause

Should any provision of this contract be or become invalid or unenforceable in whole or in part, it shall not affect the validity of the remainder of the contract. In place of the invalid or unenforceable provision, a valid and enforceable provision shall be deemed to have been agreed which corresponds as far as possible to the economic purpose of the provision to be replaced. The same shall apply to any loopholes in the contract.

Annex 1: Offer of the service provider in the award procedure

Annex 2: Terms of Reference

WARDI main office, Guriceel district, in South Central Somalia the (date)

For the client “**WARDI Relief and Development Initiative**”,

Name: Hussein Dubow Abdi Isak

Title: Executive Director

Signature:

For the contractor

Signature