****

**FRAMEWORK AGREEMENT**

**VOUCHER PROGRAMME IN city, country**

**N°: FA-XXXYYYYZZZZZZZ**

|  |
| --- |
|  |

Place, date

Between

**Name of the Vendor**, full address, Tel. +

Represented by: full name of the person representing the Vendor, hereinafter referred to as the Supplier.

and

**The International Committee of the Red Cross**,

Represented by: full name and title of the person representing the ICRC, hereinafter referred to as the ICRC.

For the purpose of this agreement, each party shall appoint a Contact person.

The Contact person for the ICRC is:

Name:

Function:

Phone number:

E-mail address:

The Contact person for the Supplier is:

Name:

Function:

Phone number:

E-mail address:

The parties shall promptly notify each other of any change in the name or details of the Contact person. All necessary information regarding the voucher program shall be done in writing, validated and endorsed by Contact persons.

Parties have concluded the present contract on the following terms and conditions.

# **OBJECT**

* 1. Within the framework of its assistance program in Country, the ICRC intends to purchase the following items with the implementation of voucher program in here specify the name of the district, region where the voucher programme will be implemented. e.g. Maiduguri Borno State. That means that the vouchers provided by the ICRC to the beneficiaries are to be exchanged for a choice of items at the shop participating in the program. The Supplier will return the vouchers to the ICRC in exchange of payment.
	2. This agreement shall commence on (insert the date) and shall expire (insert the date), unless terminated sooner under the terms of this agreement. All vouchers will be considered void, whether they have been redeemed or not on (date), here insert the validity of voucher.

# **OBLIGATIONS OF THE SUPPLIER**

* 1. The Supplier will participate in the voucher programme and supply (here you can specify food, agricultural, construction, depending from the type of voucher programme) items to the beneficiaries against payment through vouchers as set out in Annex I “Conditions of supply of commodities through voucher programme”
	2. The Supplier will accept all valid vouchers issued to the beneficiaries by the ICRC under this particular voucher scheme.
	3. The Supplier acknowledges that this Agreement does not guarantee that any minimum quantities of items / goods / commodities will be sold through this voucher scheme.
	4. The Supplier will only supply items that are included in the categories listed in Annex I “Conditions of supply of commodities through voucher programme” and meet the ICRC technical specifications and quality standards set out in Annex II “Technical specifications and quality standards”.
	5. The Supplier will make sure to have required quantity of items available in shops during the voucher programme and to resupply them in the deadlines agreed during a supplier assessment.
	6. If the ICRC requires items normally sold by the Supplier but not included in Annex I, these additional items may be incorporated in Annexes I and II through a formal written Amendment that will include the specifications / quality standards agreed by the both Parties.
	7. Supplier will carry out beneficiaries identification here insert how the beneficiary identification is to be done, e.g. physically check identity card number against ID number on the beneficiary list. However make sure that the identification process is well explained to the supplier and the means of verification are given to him on time to ensure that the designated beneficiary has the voucher and nobody else.
	8. Supplier will not discount the vouchers for cash and will provide to the beneficiaries the full value of the presented vouchers.
	9. Supplier will issue invoices to the beneficiaries, as evidence of the sale and for record keeping. This part will depend from the circumstances, however if the invoice is part of the reconciliation process, make sure to put it as a Supplier’s obligation.
	10. The Supplier is an independent contractor, responsible for the actions of its employees or representatives. The Supplier, its employees, or representatives will be under the sole responsibility of the Supplier without any employment relationship whatsoever with the ICRC.
	11. The Supplier has the sole and full responsibility to perform under this Agreement and will not enter into any sub-contract or transfer to any third party any of its rights or obligations under this Agreement.

# **OBLIGATIONS OF THE ICRC**

* 1. ICRC will distribute vouchers to the beneficiaries in the amount of xy local currency.
	2. ICRC will conduct random quality check of the Supplier’s premises and the required items in the Supplier’s shop.
	3. ICRC will pay the redeemed voucher to the Supplier in accordance with the agreed terms (see 5. Payment)
1. **PRICE**
	1. The prices offered by the Supplier are in line with the current market prices for the type, quality, including any transportation and handling costs, of the requested items. If this is agreed, make sure that prices are revised regularly (monthly or depending from the market, every 2-3 months). This can depend from the voucher programme and circumstances, but in case not applicable, the possible option can be that the prices are fixed and set up in the Annex I with other requirements for the requested items, in that case use this paragraph:

The Supplier will offer the items at prices that are in line with the prices in Annex I which reflect the general market price and include the costs of adequate packaging to protect the items during transport, storage and handling by the beneficiaries. This is a fixed price for put for how long prices are to be fixed, it may correspond to the validity of the programme or regular revision of the market prices (if foreseen to be done during a programme duration) months. No increase of taxes, duties, labour or others will influence the Frame Agreement and the price agreed herein, which remain binding.

* 1. The price is in currency, VAT exempted.
1. **PAYMENT**
	1. Payment terms: here define what are the agreed terms and deadlines for vendor’s payment (e.g. payments for supplier services, will be done by bank transfer within xy banking days after reception and acceptation of the invoice, from ICRC).
	2. Invoice needs to be accompanied here specified what need to be provided from supplier side in order to be paid for redeemed vouchers, e.g. Invoice needs to be accompanied by associated, redeemed vouchers, list of beneficiaries with the serial numbers of the vouchers that were redeemed and the signatures of the beneficiaries who redeemed the vouchers.
	3. The ICRC will guarantee the payment of value of the goods indicated on the voucher.
	4. The quantities mentioned are estimated for xy months. The ICRC may increase or decrease the quantity according to the daily and monthly demand. Lower ordered quantity by the end of this contract will not have any impact (increase) on the price.
	5. The ICRC will pay only for the items bought, however the quantities are estimation and are indicative.
2. **QUALITY INSPECTION AND ACCEPTANCE**
	1. This contract is subjected to quality acceptance by the ICRC. The Supplier will give necessary assistance to the ICRC. However, the ICRC may contract an inspection company or any other institution to control the quality of the goods and to verify that they conform to the ICRC specifications and quality standards.
	2. The Supplier will be responsible for the quantity and quality delivered according to the agreed specifications (Annex I and II). In case of delivery of non-conforming merchandise, the ICRC has the right to reject commodities not meeting the specifications stipulated in the contract.
	3. The Supplier guarantees that the required items comply at a minimum with any applicable national laws, standards and norms.
	4. In case items do not conform to the specifications, quality standards or national laws they will be replaced during the voucher programme. The ICRC may cancel the contract or request replacement of the goods. In both cases, the Supplier is liable for any cost of replacement and any other costs that may occur.
3. **PENALTY CLAUSE**

* 1. Failure by Supplier to avail the full quantity by the mentioned date will result in the Supplier being penalized with a 1% reduction of the value of the undelivered goods per day of delay. The penalty clause will be imposed for late delivery of a commodity unless due to force majeure without prejudice to other measures stipulated in the present general conditions.  Nevertheless, the seller must inform the ICRC immediately in the case of possible delays or force majeure in order to enable the ICRC to take appropriate measures. After ten days of non-justified delay, the buyer reserves the right for partial or total cancellation of the order without any appeal right for the Supplier.
1. **GENERAL CONDITIONS**
	1. All conditions not mentioned herein shall be governed by the ICRC General conditions on purchasing.

8.2 All notices under this contract will be given in writing and will be deemed to have been properly submitted when acknowledged received by the Contact person.

8.3 For the purpose of this contract, xyzzz shall be considered the applicable language.

1. **APPLICABLE LAW**
	1. This contract is governed by Swiss law, without regards to conflicts of law principles.
2. **DISPUTES AND ARBITRATION**
	1. Any dispute or claim arising out of or relating to this agreement, including the breach, termination or invalidity thereof, shall be finally and exclusively settled by arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) arbitration rules in force on the date when the Notice of arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one, the seta of arbitration shall be Geneva, Switzerland and the language shall be English.
	2. Nothing in this agreement shall be interpreted as an express or implied waiver by the ICRC of its privileges and immunities as recognized under national and international law.
3. **CONTRACT AMENDMENTS**
	1. No change in, modification of, or addition to the terms and conditions contained in this agreement shall be valid unless set forth in a written document signed by both parties, which specifically states that it constitutes an amendment thereto.
4. **TERMINATION**
	1. This agreement can be terminated by either party with a written pre notice of specify the number of months, e.g. 1 month (in case the voucher program is lasting for few months, 2-3, please adjust the pre notice period accordingly) Depending from the circumstances (e.g. small trader, not reliable market or similar. The Supplier shall return immediately to the ICRC any funds received in advance.
5. **SIGNATURES**
	1. The agreement shall come into force from the day of its signing (xx.yy.zzzz.) and shall continue in full force until xx.yy.zzzz, unless terminated earlier in accordance with Article 10. if there is a special clause related to the contract duration, you can mention it.

**For the ICRC: For the Supplier:**

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

**Annex I**

**CONDITIONS OF SUPPLY OF COMMODITIES THROUGH VOUCHER PROGRAMME**

The Supplier shall supply items through the voucher programme under the conditions set out below:

1. **Required commodities:**

Within the voucher program the Supplier will supply following goods: here provide the list of all required items to be supplied, e.g.

* Seeds
* Fertilisers
* Tools
* Spare Parts for Farming Equipment
* …………

Items must be fit for human consumption and, if vouchers are provided for food be of sound, fair and marketable quality. Commodity and quantities of items will be fixed as indicated on the voucher.

Not obligatory, but you can also provide information about voucher programme in general and estimated quantities, e.g.

Number of Household 750HH x NGN 10,690 per month = NGN 24,052,500 (3 month consumption estimation). Or how many kg of food items per beneficiary, in order to have estimated quantities.

1. **Prices:**

In case prices are fixed (or not) for the duration of the voucher programme, they should be listed here, as mentioned in 4.2. e.g.



Please note that the above-mentioned quantity is only indicative to the maximum quantity that should be delivered per this Frame Agreement.

1. **Packing and Marking**

Here list all requirements regarding the packaging and marking, e.g.

The items will be packed in plain neutral bags, provided by the ICRC and sewn by the supplier or

The items will be packed in their original packing with the manufacturer`s original logo.

For every beneficiary the supplier will weigh punctually and separated every item before commence of distribution.

Quantities of commodities per voucher / beneficiary are the following



**Annex II**

**TECHNICAL SPECIFICATIONS AND QUALITY STANDARDS**

The required items, under the voucher programme and available at the Supplier’s shop will meet the following conditions:

Here list all technical, quality specifications for the required items, e.g.

Brown Beans:

For all aspects of the product, unless described otherwise here below, the standard of Codex Alimentarius last edition applies.

* Product must be:
* Fit for human consumption and be sound, fair and marketable quality.
* In accordance with the present specification, fumigated prior to shipment.
* Free from abnormal flavor/odour and living insects/pest or moth.
* With an expiry date valid for minimum 6 months at date of delivery.

Delivered goods to be according to approved samples.

Beans Specification:

Moisture: Maximum 14%

Foreign matters: Maximum 1%

Other variety: Maximum 2%

Total defect (including splits ,broken, discolored): Maximum 7%

Split + broken: Maximum 4%

Weeviled / Holed grains: Maximum 1%

Hydrocyanic acid: Maximum 20mg/kg (before cooking)

Aflatoxin total: Maximum 4 micrograms/kg

Ochratoxin: Maximum 5 micrograms/kg

Salmonella: Absent on 25g sample

Dead insects: Maximum 2 per kg

Live insects: Free from live insects

Cooking time: After soaking for 24 hours: 45 minutes average (maximum 90 minutes)

Harvest: 2014/2015

Local origin

Fumigated before delivery

Iodized edible salt:

Iodized Salt Specification:

Moisture content: 1.7% maximum (dried at 140°C)

Sodium chloride as NaCI: 99.16 &(on dry basis)

Alkalinity as Na2 Co3: 0.07% maximum (on dry basis)

Iodine as KI03: 80 ppm, minimum, 160 ppm maximum

 (on dry basis)

Acid insoluble matter: 0.02 % maximum (0n dry basis)

Barium (spot test): No trace

Colour: the salt shall be white and 10g of salt in 100ml Water shall give a colorless solution having neutral reaction

Origin: Local