

<b>Draft framework agreement for the purchase of medical supply: Batch X</b>
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**List of batches concerned: is batch X as defined in the specifications**

**BETWEEN THE UNDERSIGNED:**

• **Handicap International Federation**, a non-profit organisation governed by the French law of associations 1901, founded on 19 July 1982 and domiciled at **138 av. des Frères Lumière, CS 88379, 69371 Lyon CEDEX 08, FRANCE**, represented by **Sophie FOUILHE** as procurements manager to whom authority has been delegated by the Chairman, Mr. Jacques TASSI  
Hereafter referred to as "**HI**", and

**ON THE ONE HAND, AND:**

• **Company** .....  
Address: .....  
Represented by .....  
Hereafter referred to as "**the Supplier**"

**THIS INSTRUMENT WITNESSES AS FOLLOWS:**

**ARTICLE 1: PURPOSE OF THE FRAMEWORK AGREEMENT**

This framework agreement is relative to the call for tenders referenced HI/2015/AO/Yemen and the tender submitted by the Supplier to which documents it refers. Its purpose is to define the terms and conditions under which HI purchases mobility aids from the Supplier.

**ARTICLE 2: CONTRACTUAL DOCUMENTS**

This framework agreement shall include the following contractual documents:

- Purchase orders
- General Conditions of Purchase
- Handicap International's best commercial practice
- Specifications
- Batch X tender form
- Any documents drawn up by the Supplier that HI expressly agrees to include in the agreement.

**ARTICLE 3: ENTRY INTO FORCE AND DURATION OF THE FRAMEWORK AGREEMENT**

The agreement comes into force on the date of its signature by the two parties (HI and Supplier). It is valid for a period of one (1) calendar year and renewable twice (2 times). The two parties shall meet prior to the expiry date of this framework agreement to determine whether they wish to renew the agreement and, if so, under what conditions (tender review). The renewal will be confirmed by means of a rider to the initial agreement.

**ARTICLE 4: PURCHASING PROCEDURE**

Pursuant to this framework agreement, HI shall issue purchase orders by fax or electronic mail and in accordance with its needs for the duration of the agreement to which the terms of this agreement shall apply in full.

The purchase orders shall refer to this framework agreement and specify for each article to be delivered:

- Supplier product description
- Supplier product reference
- HI product reference
- Quantity and packing
- Unit price carriage paid in €, exclusive or inclusive of tax
- Method and terms of payment

The Supplier shall confirm orders by sending an acknowledgement of receipt with identical terms within two (2) working days of receipt of the purchase orders.

#### **ARTICLE 5: QUANTITIES**

The quantities mentioned in the tender are for one unit. The Supplier acknowledges being informed of the fact that HI cannot commit to quantities because of the intrinsically unforeseeable nature of its emergency activities.

#### **ARTICLE 6: PACKAGING/PACKING**

In the absence of any special instructions, the Supplier shall take all useful and necessary precautions to ensure the protection of the products during shipping and handling. HI reserves the right to refuse any products delivered in faulty packaging.

The packaging of all the components parts of a single product shall be marked with the Supplier reference.

Each package shall be marked with the following information:

- package number (e.g. 3 / 4)
- gross weight of package
- package size
- delivery slip containing the following information:
  - delivery slip reference
  - delivery address
  - product description, supplier reference and quantity of the products in the package, as well as items remaining to be dispatched
  - serial number

#### **ARTICLE 7: DELIVERY**

The Supplier undertakes to deliver the products ordered by HI to the address specified on the purchase order.

##### **Bioport**

25 Rue du Maine  
Batiment Tour N°2  
38070 St Quentin Fallavier  
France

##### **FOB/ FCA you departure port / airport**

Other delivery addresses may be requested.

Delivery lead-times shall be specified in the tender and calculated from the date of receipt of the corresponding purchase order.

If the products are not delivered within the lead-time specified in the tender, the Supplier undertakes to pay penalties for late delivery to HI. These penalties shall be applicable to all or a portion of the products covered by the agreement. They shall be applied from the third working day after expiry of the contractual delivery date. Fixed penalties of 0.5% of the price concerned will be applied per calendar day of delay, limited to 5%, i.e. 10 days. Beyond, HI shall be entitled to cancel the order without financial compensation. Furthermore, in addition to the penalties, HI reserves the right to request a Supplier to pay any other damages that are the direct or indirect consequence of a delay due to the Supplier.

#### **ARTICLE 8: PRICE**

The prices specified in the tender correspond to maximum prices which shall remain valid for a duration of one (1) year as from signature of the agreement by both parties. **These prices may not be changed during this period.**

At the initiative of either of the two parties, a new product may be offered as a replacement to that offered upon signature of the present agreement. The price of this new product shall not exceed the price of the initial product signed for. In the event of an increase in price, HI reserves the right to cancel the order by registered letter. Changes of this nature may therefore only be made after receipt of written agreement by Handicap International. No other costs of whatever kind may be added to the price agreed upon.

Prices shall be carriage paid up to one of the two following addresses:

**Bioport**

25 Rue du Maine  
Batiment Tour N°2  
38070 St Quentin Fallavier  
France

**FOB/ FCA you departure port / airport**

Prices include all the costs to be met by the Supplier, which are packaging, labelling, packing, transport, loading and insurance.

HI is exempt from VAT on products for export. Purchase orders for these products shall therefore be expressed in Euros, exclusive of VAT, as shall the invoice. Two (2) types of invoicing are possible: inclusive or exclusive of taxes.

A VAT exemption certificate issued by the Tax Office shall be supplied.

**ARTICLE 9: TERMS OF PAYMENT**

As stipulated in the general conditions of purchase, the whole price shall be paid by bank transfer at 30 days end of month as from receipt of the invoice and providing the products have effectively been delivered.

Payment of the whole price shall be made by HI to the following bank account: IBAN number of the Supplier: .....

The Supplier is responsible for issuing a reminder in the event of late payment by HI, requesting immediate payment. From this request of payment date, HI shall be required to settle within two (2) calendar weeks.

Two invoicing addresses are possible:

Handicap International Federation  
138 avenue des frères Lumière  
CS 88379,  
69371 Lyons Cedex 08  
France

Handicap International (name of the programme)  
Accounts Unit  
71, rue de Spa  
1000 Brussels  
BELGIUM

The invoice address shall be specified with each order.

Each invoice shall be drawn up in duplicate and include

- Supplier's name and contact details
- Supplier's registration number
- HI's name and address as addressee
- Supplier's and HI's intercommunity VAT numbers

- Invoice date
- Purchase order reference
- Quantity and Supplier description of the products with their serial numbers
- Products' unit price in Euros, exclusive of tax
- Method and terms of payment

**ARTICLE 10: QUALITY**

The Supplier undertakes to provide HI with products that respect the quality and technical characteristics of the said products as described in the specifications and corresponding to the characteristics of any samples given to HI by the Supplier. If the products fail to meet the specifications, the Supplier shall fulfil the obligations defined in article 9 of the general conditions of purchase.

**ARTICLE 11: DOCUMENTATION**

The Supplier shall provide HI free of charge with commercial and technical brochures in English or in French (if requested) relating to the products, improvements thereto and new versions thereof.

**DRAWN UP IN DUPLICATE**

Handicap International (HI)

Supplier

Date, signature and stamp of the company