



FRAMEWORK AGREEMENT
Continuous Supply of Oxygen to Hospitals to be
Used for COVID-19 Patients

Project Name: **Somalia Crisis Recovery Project (SCRCP)**
Loan/Credit/Grant No. **IDA-D6300**
Reference No. **SO-MOF-235310-GO-RFB**
Financing Agreement Closing Date: **30 September 2024**
FA Completion Date: **2-years from Contract signing date**

between

THE FEDERAL GOVERNMENT OF SOMALIA

and the

UGAS PRODUCTION

Dated August 26, 2021

FORM OF AGREEMENT

This Framework Agreement reference number (SO-MOF-235310-GO-RFB) is made for the *supply and Delivery of Continuous Supply of Oxygen to Hospitals to be used for COVID-19 Patients (FA) on the day of August 26, 2021*

between

The Ministry of Finance, Federal Government of Somalia (the Purchaser(s)) and **Ugas Production Company** incorporated under the laws of Federal Government of Somalia and having its principal place of business at Waberi Road-Mogadishu, Somalia (Supplier).

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Purchaser(s) during the Term of the Framework Agreement, as and when the Purchaser(s) wishes to purchase them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

Framework Agreement Provisions

Schedule 1: Schedule of Requirements

Schedule 2: Price Schedules

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of **Federal Government of Somalia** on the day, month and year indicated above.

For and on behalf of Client

Ministry of Finance, Federal Government of Somalia


Dr. Abdulkadir D. Belleh



Minister of Finance, Federal Government of Somalia

For and on behalf of the Supplier



Liibaan Abdulkadir Hassan

Managing Director, UGAS Production

Framework Agreement Provisions (FAP)

Framework Agreement Provision (FAP)	Description
1. Definitions	<p>1.1. The following words and expressions shall have the meanings hereby assigned to them</p> <ul style="list-style-type: none"> (a) “Bank” means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors. (b) “Base Price” is the Framework Agreement (FA) unit price prior to any price adjustment in accordance with FA Provision FAP 8. (c) “Business Day” is any day that is an official working day of the Purchaser. It excludes the Purchaser’s official public holidays. (d) “Call-off Contract” is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. (e) “Closed Framework Agreement” is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement. (f) “Commencement Date” is the date this Framework Agreement is signed by both parties, being the commencement of the Term. (g) “Contract Price” is the price payable to the Supplier as specified in each Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (h) “Day” means calendar day. (i) “Goods” means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the FA Provisions, that the Supplier is required to supply to the Purchaser under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.

	<ul style="list-style-type: none">(j) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).(k) “Incoterms” means the international commercial terms for goods published by the International Chamber of Commerce (ICC).(l) “Lead Purchaser”, when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Purchasers as specified in the FAP 2.2. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Purchaser. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Purchaser named in the Call-off Contract.(m) “Multi-User Framework Agreement” means a Framework Agreement where there is more than one Purchaser permitted to purchase through a Call-off Contract, as specified in the FAP 2.2;(n) “Purchaser” is the Borrower’s agency(ies) that is/are permitted to purchase Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Purchaser includes Lead Purchaser, or Responsible Agency.(o) “Purchaser’s Country” is the country specified in the FAP 2.3.(p) “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination.(q) “Responsible Agency”, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by
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	<p>the participating Purchasers. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.</p> <p>(r) “Secondary Procurement” is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.</p> <p>(s) “Single-User Framework Agreement” means a Framework Agreement where there is only one Purchaser, as specified in the FAP 2.2.</p> <p>(t) “Supplier” means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Purchaser, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.</p> <p>(u) “Term” mean the duration of this Framework Agreement as described in the FAP2.4 starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FA 2.5.</p>
<p>2. Framework Agreement Specific Information</p>	<p>2.1. This Framework Agreement relates to the purchase and supply, under separate Call-off Contracts, of Continuous Supply of Oxygen to Hospitals to be used for COVID-19 Patients (FA). The Goods, and Related Services, are more fully described in Schedule 1: Schedule of Requirements including, where applicable: list of Goods, list of Related Services, Technical Specifications, Drawings and Inspections and Tests.</p> <p>2.2. <i>This is a Single-User Framework Agreement</i></p> <p>2.3. The Purchaser’s Country is: <i>Somalia</i></p> <p>2.4. The Framework Agreement and the Call-off Contracts shall be governed by and interpreted in accordance with the laws of <i>Federal Government of Somalia</i>: “the Purchaser’s Country”.</p> <p>2.5. The Term of this Framework Agreement <i>is 2 years</i> from the Commencement Date.</p> <p>2.6. The Term may be extended, at the Purchaser’s sole discretion, and where there has been satisfactory performance by the Supplier. To extend the Term, the Purchaser shall give the Supplier <i>no less than three (3) months’ notices, in writing</i>, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement <i>shall be no longer than three (3) years</i>.</p>

	<p>2.7. The edition of Incoterms that shall apply is: <i>Not Applicable</i></p> <p>2.8. Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing using the quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered, or on the notice’s effective date, whichever is later.</p> <p>The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, including notices, are specified below. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day-to-day operation of the Framework Agreement.</p> <p>2.9. Purchaser’s Representatives</p> <p>The name and contact details of the Purchaser’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p><i>Saleiman Sheikh Umar</i> <i>Direct General Ministry of Finance</i> <i>Federal Republic of Somalia</i> <i>Email: dg@mof.gov.so</i></p> <p>2.10. Supplier’s Representatives</p> <p>The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p><i>Liban Abdulkadir Hassan</i> <i>Managing Director</i> <i>Waberi Road-Mogadishu, Somalia</i> <i>Email: info@ugasproduction.com</i></p>
<p>3. Framework Agreement Documents</p>	<p>3.1. This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.</p> <p>3.2. This Framework Agreement comprises the following documents.:</p> <ul style="list-style-type: none"> (a) Framework Agreement, including all Sections and Schedules; (b) Notice of Conclusion of a Framework Agreement; and

	<p>(c) Offer submission form (from Primary Procurement process).</p>
<p>4. Supplier's Obligations</p>	<p>4.1. The Supplier shall offer to supply (standing offer) to the Purchaser, the Goods, including any Related Services if applicable, described in the Framework Agreement Schedule 1: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.</p> <p>4.2. The Supplier shall respond to a request from a Purchaser for quotation or direct contracting within the period specified in that request by either (i) submitting a quotation or (ii) accepting award of contract in case of direct selection or (iii) informing the Purchaser that it does not intend to supply the Goods and Related Services (if any) under the Call-off Contract.</p> <p>4.3. During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 4.4 (a) to 4.4 (c) below. The Supplier shall notify the Purchaser immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.</p> <p>4.4. The Goods supplied under Call-off Contracts that may be awarded by the Purchaser shall be:</p> <ul style="list-style-type: none"> (a) of the quality, type and as otherwise specified in the Framework Agreement, Schedule 1: Schedule of Requirements; (b) at the Contract Price specified in the Call-off Contract; and (c) in such quantities, at such times and to such locations as specified in the Call-off Contract. <p>4.5. The Supplier agrees that this Framework Agreement and any additional provisions set out in a Call-off Contract, shall apply to the supply of Goods.</p> <p>4.6. Forced Labor The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking.. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.</p>

	<p>Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p> <p>4.7. Child Labor</p> <p>The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. <p>4.8. Health and safety obligations</p> <p>The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.</p>
<p>5. Continued Qualifications and Eligibility</p>	<p>5.1. The Supplier shall continue to have the nationality of an eligible country. A Supplier or subcontractor, shall be deemed to have the nationality of a country if the Supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of</p>

	<p>constitution or association) and its registration documents, as the case may be.</p> <p>5.2. All Goods and Related Services to be supplied under a Call-off Contract and financed by the Bank shall continue to have their origin in eligible Countries. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. Ineligible Countries, if any, are listed in FAP 5.5 below.</p> <p>5.3. To continue to be eligible the Supplier shall not have been sanctioned by the Bank, pursuant to the Bank’s Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group’s Sanctions Framework.</p> <p>5.4. The Purchaser may require, during the Term of the Framework Agreement, evidence of the Supplier’s continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.</p> <p>5.5. At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. [<i>none</i>].</p>
<p>6. Role of Lead Purchaser or Responsible Agency</p>	<p>6.1. Where there is a Lead Purchaser or Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Purchaser(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Purchaser or Responsible Agency.</p> <p>6.2. The Lead Purchaser or Responsible Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Purchaser named in the Call-off Contract.</p> <p>6.3. Where no Lead Purchaser or Responsible Agency has been appointed, the named Purchaser is responsible for managing and administering the Framework Agreement and the provisions in</p>

	FAP 2.9 above, in relation to communications and notices etc., apply to the Purchaser.
7. Contract Price	7.1. The Contract Price for each call-off Contract shall be determined by applying: the Base Price (unit price/s) stipulated in the Framework Agreement, Schedule 2 , subject to any adjustments specified in FAPs 8 and 9 ; and any additional price for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in Call-off Contract.
8. Adjustments for changes in Cost	8.1. Adjustments to the Base Price (unit prices) stipulated in the Framework Agreement: The unit price/s offered by the Supplier, as stipulated in the FA, shall apply to all Call-off Contracts awarded during the Term of the FA. The unit price/s shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.
9. Adjustments for Changes in Laws	9.1. If after the date of 28 days prior to date of Offer submission for the Framework Agreement, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Base Price (unit price/s) stipulated in the Framework Agreement, then such unit price/s shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with FAP 8 .
10. Subcontractors	10.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Call-off Contracts if not already specified in the Framework Agreement. Such notification, in the Framework Agreement or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Call-off Contract.
11. Warranty	11.1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

	<p>11.2. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>11.3. The Supplier shall comply with any additional warranty obligation specified in the Call-off Contracts.</p>
12. Copyright	<p>12.1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p>
13. Patent Indemnity	<p>13.1. The Supplier shall, subject to the Purchaser's compliance with 13.2 below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <ul style="list-style-type: none"> (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and (b) the sale in any country of the products produced by the Goods. <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>13.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in 13.1 above, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p>

	<p>13.3. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>13.4. The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>13.5. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p>14. Limitation of Liability</p>	<p>14.1. Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) Under each Call-off Contract, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the Call-off Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.
<p>15. Force Majeure</p>	<p>15.1. The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Framework Agreement and/or a Call-off Contract is the result of an event of Force Majeure.</p> <p>15.2. For purposes of this provision, “Force Majeure” means an event or situation beyond the control of the Supplier that is not</p>

	<p>foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>15.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>15.4. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
<p>16. Language</p>	<p>16.1. The language of this Framework Agreement, and any Call-off Contract is English Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.</p> <p>16.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
<p>17. Fraud and Corruption</p>	<p>17.1. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group’s Sanctions Framework, as set forth in the Appendix to this Framework Agreement Provisions (Fraud and Corruption).</p> <p>17.2. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement process or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>

<p>18. Records, inspections and audit</p>	<p>18.1. The Supplier shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Goods, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.</p> <p>18.2. Pursuant to paragraph 2.2 e. of the Appendix to the Framework Agreement, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of the Framework Agreement and/or any Call-off Contract. The Supplier’s and its subcontractor’s attention are drawn to FAP 17 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).</p>
<p>19. Confidential Information</p>	<p>19.1. The Purchaser and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.</p> <p>19.2. The obligation of a party under FAP 19. 1 above, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the Bank or other institution(s) participating in the financing of a Call-off Contract (b) now, or in future, enters the public domain through no fault of that party (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
<p>20. Change to the Framework Agreement</p>	<p>20.1. Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework</p>

	Agreement has been signed by both Parties, and before it expires.
21. Assignment	21.1. The Supplier shall not assign, in whole or in part, its obligations under this this Framework Agreement and/or Call-off Contracts, without the prior written consent of the Purchaser.
22. Termination of the Framework Agreement	<p>22.1. The Purchaser, without prejudice to any other remedy for breach of the Framework Agreement or Call-off Contract, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:</p> <ul style="list-style-type: none"> (a) in the judgement of the Purchaser, the Supplier has engaged in Fraud and Corruption, or (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible, or (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement and/or Call-off Contract, in whole, or in part, without the prior written consent of the Purchaser, or (d) the Supplier becomes bankrupt or otherwise insolvent, or (e) the Supplier fails to perform any other obligation under the Framework Agreement and/or any Call-off Contract. <p>22.2. The Purchaser may terminate this Framework Agreement and/or any Call-off Contract, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Purchaser's convenience, the extent to which the performance of the Supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.</p> <p>22.3. Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts already entered into under this Framework Agreement shall continue in full force and effect. However, no further Call-off Contracts shall be awarded once the Framework Agreement is terminated.</p>
23. Dispute resolution in relation to the Framework Agreement	<p>23.1. In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.</p> <p>23.2. Where parties have exhausted the process described in FAP 23.1, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with</p>

	<p>such a referral, and split the costs of the adjudicator/. In appointing the adjudicator parties should agree whether or not the adjudicator's decision is to be final and binding.</p> <p>23.3. Further dispute resolution mechanism for Call-off contracts shall be as specified in the Call-off Contracts.</p>
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Appendix to the Framework Agreement

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Framework Agreement – Schedules

SCHEDULE 1: SCHEDULE OF REQUIREMENTS

1.1. Summary of Technical Specifications. *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

Item	Description	Capacity refill per day	Delivery Period	Delivery Location
Supply of oxygen to hospitals to be used for COVID19 patients	Medical oxygen cylinders refill 150 bar, Purity 95%, 7m3 oxygen	Maximum 300 cylinders	Three (03) Days after Issuance of a Call-Off Order	De-Martino Hospital

FOR FULL SPECIFICATIONS FOR GOODS FOR COVID-19 EMERGENCY RESPONSE [As Applicable]: *LINK WHO recommended [specifications](#)*

1.2. Inspection and Tests

The following inspections and tests shall be performed: *The test for quality (Oxygen purity) and quantity of oxygen shall be conducted using oximeter*

SCHEDULE 2: PRICE SCHEDULES

1	2	4	5	6
Item No	Description of Goods	Unit Price Supply portion	Unit Price Related Services	Unit Price (4+5)
<i>1.</i>	<i>Supply and Delivery of oxygen cylinders at De-Martino Hospital, Mogadishu</i>	<i>\$ 65</i>	<i>N/A</i>	<i>65</i>