

FRAMEWORK AGREEMENT TITLE:

Supply of IT Equipment.

Reference: INT/AFG/2024/KBL/.....

This contract is made between:

INTERSOS Humanitarian Aid Organization,

With Headquarter in Rome, Italy, Via Aniene 26/A

Mission in Afghanistan – Kabul Office

Address: House # 41, Street # 03, Qala e Fathullah, Kabul

Telephone No.:

E-mail:

Represented by

Hereinafter referred to as the Contracting Authority

And

Name of Company:

License #

Reg#

TIN°:

Represented by

Phone number:

Hereinafter referred to as the Contractor

Both sides have agreed upon the conditions of this contract as defined in the following points:

Article 1: Purpose of the Framework Agreement

The purpose is to define the terms and conditions under which INTERSOS receives from the contractor.

Supply of IT Equipment to INTERSOS compound in Kabul.

This contract is a Framework Agreement. This means it isn't an obligation to purchase by INTERSOS nor does the supplier have the exclusivity to sell to INTERSOS.

This Framework Agreement sets defined goods and payment terms, which the supplier must respect when receiving an order from INTERSOS.

Article 2: Contractual Documents

This Framework Agreement includes the following Annexes:

Annex I: Technical Specifications and Financial offer.

Annex II: Company business certificate

Annex III: Company's representative ID card

Annex VI: Company's TAX Identification

Annex V: Bank details for the contractor.

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. It is valid from 1st March 2024 to 28th February 2025, and renewable for another period of 1 year if the Contracting Authority deems the performance of the Contractor meets expectations. 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 which conditions.

Article 4: Contract value

The total amount of sum of all invoices (the gross amount) cannot exceed 300,000.00 AFN (Three hundred thousand Afghanis).

Article 5: Ordering and Delivery Process

Every purchase will be triggered by INTERSOS by submitting to the Contractor a Purchase Order (PO), whose price is Quoted in Local Open Tender with ref: LOC/INT/AFG/01/2024, by the legal authority of the company.

The Contractor must sign this PO, refusal to do so will be a breach of the contract.

In case of missing, damaged, or nonaccepted items the supplier must complete the delivery within 2 Days.

The Contractor is responsible for loading and unloading with all distribution in the field and the delivery should be taken place to the location where it is requested and mentioned in the purchase order

The Contractor is obliged to provide the requested Materials 5 days a week (from Sunday to Thursday) with considering loading and unloading times, from 8 am to 4:00 pm

Article 6: Price and Taxes

According to the Afghanistan Taxation Policy on Goods and Services, this contract is subject to 2% Tax. The Tax will be paid to the Department of Tax by the Contracting Authority on behalf of the Contractor.

Therefore, all prices indicated by the contractor on his Invoices are including the 2% tax, called the gross amount.

This gross amount will be reduced from the 2% tax by the Contracting Authority when paying the contractor, called the net amount.

Article 7: Terms of Payment

At the beginning of each month, the Contractor will provide the Contracting Authority with an Invoice for the goods delivered the previous month.

The Contracting Authority will then compare the Contractor's Invoice with all the PO and GRN of the previous month. He will ensure the total quantity of goods delivered and their total prices are matching with the Invoice provided by the supplier.

Once all information has been verified and agreed on, the Contracting Authority will proceed with the payment within Ten (10) working days.

Payments will be made in AFN (Afghanis).

The payment shall be made in AFN (Afghanis) through bank transfer to the contractor bank account – Annex V.

Article 8: Quality

The Contractor undertakes to provide the Contracting Authority with goods that respect the quality and technical characteristics as described in **Annex I: Technical Specifications**. If the goods fail to meet the specifications, the Contracting Authority reserves the right to request better goods as agreed in the initial terms.

Failure to meet these quality standards will be a breach of the contract.

Article 9: Communication

Any written communication relating to this Framework Agreement between the Contracting Authority and the Contractor must state the Framework Agreement title and its reference, and must be sent by e-mail or by hand with the delivery receipt at:

For the Contracting Authority		For the Contractor	
Name		Name	
Position		Position	
Address		Address	
Telephone:		Telephone:	
Email:		Email:	

Article 10: Settlement of Disputes

In the event of a dispute, the two parties will resolve their problem in an amicable manner in the presence of the Senior Management of the two organizations within 15 days. Any disputes that could not be resolved in manner will be referred to the applicable court in Kandahar.

Article 11: Code of Ethics

The Contractor represents and warrants that neither it, nor any of its sub-contractors or vendors is engaged in any practice inconsistent with the following code of conduct for vendors: Employment is freely chosen, freedom of association and the right to collective bargaining are respected, working conditions are safe and hygienic, no child labor/protection of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed. Any breach of this representation and warranty shall entitle the Contracting Authority to terminate this Contract immediately upon notice to the Contractor, at no cost to the Contracting Authority.

Any breach of the requirements in this Framework Agreement or in any annexes provided by the Contracting Authority including involvement in money laundering, human trafficking and terrorism in the country and involving with terrorism sponsoring individuals, organization and countries as designated by UN will result in the automatic cancellation of this Framework Agreement.

The Contracting Authority has the right to decline any order under process in the event of discovering the above issue.

The present contract is read and understood by both parties and is printed in three copies. The Official Language of the present Contract is English.

Kabul, 29th of February 2024

For the Contractor

Company

Represented by

Position: president of the company

Date & Stamp

For the Contracting Authority

INTERSOS – Humanitarian Organization

Represented by:

Position: Country Director

Date & Stamp

Annex I

Technical Specifications and Financial Offer

Delivery time	Delivery Address	Specifications	Price	Goods
<p>The Contractor is obliged to provide the requested Materials 7 days a week, from 8 am to 4:00 pm</p> <p>To INTERSOS office in Kabul - House # 41, Street # 03, Qala e Fatullah, Kabul</p>		<p>As per Quoted Price and given Sample to the office</p>	<p>The Agreement is on the Quoted Price in Local Open Tender REF: LOC/INT/AFG/ 04/2023</p>	<p>Supply of IT Equipment</p>

Annex II

Company business certificate

Annex III

Company's representative ID card

ANNEX VI: COMPANY'S TAX IDENTIFICATION

Annex V: Bank details for contractor

