

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, and with the authorization of competent departments, other clauses may be added to cover specific situations.

Article 2 Language of the Contract

2.1 The language used shall be English.

Article 4 Communications

4.1 All communications must be done in writing to the following email address: tenders.afghanistan@intersos.org

Article 12 Performance Guarantee

12.1 5% of the total amount of the contract.

Article 17 Tax

17.1 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.

As a consequence, all prices indicated by the contractor are including the 2% tax. This amount will be deducted when paying the contractor.

Article 26 Inspection and testing

Every item should have at least one year of validity date after delivery to the Intersos office.

Article 27 General principles

27.1 Payments shall be made in AFN currency, through bank transfer.

A Framework Agreement will be signed between INTERSOS (Country Director) and the Contractor from the signature of the Framework agreement till one year (An agreement will be done between the two parties if will extend the period in the future). Within the contract duration and according to its operational needs, INTERSOS reserves the right to purchase only a part of the listed items at different times and specify the requested quantities of services without variation in the unit price offered by your company.

NOTE: The contracting authority is not obliged to make the purchase for the entire amount specified in the Contract.

27.2 Every purchase will be triggered by INTERSOS by submitting to the Contractor a Purchase Order (PO). The Contractor must sign this PO, refusal to do so will be a breach of the contract.

27.3 When the Contractor delivers the goods to INTERSOS a Delivery Note must be filled and signed by both parties. Two signed copies of this delivery note must be made, one for each party.

27.4 Then, once goods have been delivered according to the PO, as acknowledged by the delivery notes, the Contractor will submit to INTERSOS an Invoice matching the price of the goods delivered as per the delivery note. Payment will be made within Ten (10) working days following the submission of the invoice as per the above articles.

27.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 27.1 above:

b) For the total amount of the order, the invoice(s) together with the request for provisional acceptance of the supplies.

Article 30 Delivery

30.3 Delivery will be made with offload at INTERSOS in the following addresses:

- To Kabul: Mast Chena, Jagdalak, Cheldokhtaran, Dinarkhail, Bagrami, Dehsabz, Baba Qushqar Char Asiab, Shina, and Qamari districts with Rural Areas.
- To Kandahar: Spin Boldak, Loy Kariz, Maiwand, Zheray, Panjwaye, and Arghasan districts with Rural Areas.
- To Zabul: Shajoy Yakhab, Shahbaz Khel, Badin, Qalat-Bawray, Bakorzai, and Qalat PH districts with Rural Areas.
- To Uruzgan: Char China, Chora, Dihrawud, Chenartu, Khas Uruzgan, Gizab and Trankot districts with Rural Areas.

Article 33 Warranty obligations

33.6 The contractor must provide a warranty against any factory defect or damage that occurred before the delivery to the contracting authority.

33.7 The warranty must remain valid for 6 months after delivery.

Article 41 Settlement of disputes

41.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Kabul in accordance with the national legislation of the state of the Contracting Authority.

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