

## ***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 authorisation 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 communication regarding the Contract should take place in written through the designated focal points for all manners related to agreement and Purchase order management, signing and amending the agreement and Purchase orders. Any changes to the below names must be validated by the contracting authority. Should the contracting authority assess, using its own discretion, that changes in signatory are causing impairment to the continuity of supply, the contracting authority then has the right to terminate the agreement.

Contractor		Contracting Authority (INTERSOS)	
Name:		Name:	
Authorised person:		Authorised person:	
Position:		Position:	
Email:		Email:	
Phone Number:		Phone Number:	

The following are authorised to sign on delivery notes and accept invoices by INTERSONS:

1. Country Logistics and Supply manager.
2. CD
3. Head of Operations
4. Head of Programs
5. Logistics Officers

#### **Article 12      Performance guarantee**

12.1 No performance guarantee is required.

## **Article 17 Tax and customs arrangements**

17.1 The Contractor is responsible for any Taxes related to the Contract.

## **Article 27 General principles**

27.1 Payments shall be made in USD, through bank transfer only.

A Framework Agreement is signed between INTERSOS (Head of Mission as the Contracting Authority) and the Contractor. Within the contract duration and according to its operational needs, INTERSOS reserves the right to purchase only a part of the listed items in different times and specify the requested quantities of services without variation in the unit price offered by the 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 items to INTERSOS a Delivery Note/Certificate of Final Acceptance 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 items 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 items delivered as per the delivery note.

27.4 Payment will be made monthly within **Ten (10)** working days following the submission of the invoice as per above articles.

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

- a) By derogation from article 27.5 of the General Conditions, no pre-financing guarantee is required.]
- b) Payment will be 100% after the delivery and acceptance of service based on the PO issued.

## **Article 30 Delivery**

30.3 Delivery will be made in the various locations and after agreement of both parties not more than 48 hours of the submission of the Request.

## **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 Yemen, in accordance with the national legislation of the state of the Contracting Authority.

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