

Framework Agreement

FWA/YEM/AD/2025/004

INTERSOS – International Humanitarian non-governmental Organization operating in Yemen having its office in, Aden.

Address:

E-mail: yemen@intersos.org

Represented by the CD or their delegate

Hereinafter referred to as “Contracting Authority”

of the one part,

and

Company name:

Represented by:

Registration number:

Address:

Vat number:

Email 1:

Email 2:

Phone number:

(“the Contractor”)

of the other part,

have agreed as follows:

CONTRACT TITLE: FWA of Rent of Vehicles
Identification number LOC-INT-YEM-AD-2025-001

Article 1. Subject

- 1.1. The Contractor is committed to provide Transportation Services and vehicle rental during the duration of this Framework Agreement according to the request by the First Party the vehicle and the driver shall remain with contracting authority the whole day available for any transportation in the areas mentioned during the hours mentioned in the agreement.
A Purchase Order (PO) should be signed by both Parties in due time for each order. The prices will be applied, as per the following supplies:

Vehicle Rental Services for South of Yemen

- 1.2. The place of acceptance of the supplies shall be Yemen, the time limits for delivery shall not exceed **48 hours** and the **INCOTERM** applicable shall be DDP.
- 1.3. The Contractor shall comply strictly with the terms of the Special Conditions and the technical annexes.

Article 2. Order of precedence of contract documents

- 2.1. The contract is made up of the following documents, in order of precedence:
- This Framework agreement.
 - The Special Conditions
 - The General Conditions.
 - The Technical Specifications and offer.
 - Price list
 - Vehicles' insurance
 - Drivers insurance
 - GPS contract
 - ADD ANY OTHER RELEVANT DOCUMENT
- 2.2. The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.
- 2.3. By signing this FWA, the contractor agrees that and Purchase Order issued under the FWA shall hold the terms and conditions of the listed documents herein with their order of precedence.

Article 3. Purpose of the framework agreement

This framework agreement is related to the open tender with reference number **LOC-INT-YEM-AD-2025-001** and the offer submitted by the Contractor. The purpose is to define the terms and conditions under which INTERSOS receives Rental Vehicle Service for Transportation Including Driver, Fuel, Maintenance, Insurance and other relevant services from the contractor and or service provider.

Article 4. Entry into Force and Duration of the Framework Agreement

The agreement comes into force on the date of its signature by the two parties **and remains valid for one year** 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 what conditions

Article 5. Scope of Framework Agreement

- 5.1. This Agreement with the purpose specified in Article 1 will be valid during the period specified in Article 6 and cover all areas in the south of Yemen. All locations where the service is required will be identified by the Contracting Authority depending on the needs.
- 5.2. As specified in ANNEX V, various categories are included in this Agreement and will be specified within the Purchase Order of the Contracting Authority to the Contractor. There is no mileage limitation for the use of vehicles and the Contractor agrees that

the unit cost of the vehicles will not be changed based on the mileage used during the period of this Agreement.

- 5.3. Any other terms and conditions included under the Scope of Work will be committed to by the contractor.

Article 6. Quantities

The quantities mentioned in the tender process are only an estimation. The Contractor acknowledges being informed of the fact that the Contracting Authority cannot commit to any quantities because of the intrinsically unforeseeable nature of its activities. On the other hand, the Contractor also agrees to provide the required quantities on time and location as per the need of the Contracting Authority's

Article 7. Price

- 7.1. The prices specified in the quotation of the Contractor correspond to maximum prices which shall remain valid for the duration of this agreement. These prices may not be changed during this period, except when an amendment is issued and signed by both parties. No other costs such as delivery, tax or any other relevant cost of whatever kind may be added to the price agreed upon.
- 7.2. The price of the supplies shall be in full compliance with the price list.
- 7.3. Payments shall be made in accordance with the General and/or Special Conditions (Articles 27 to 29).
- 7.4. Payments shall be made by Bank transfers and shall be authorised by INTERSOS.

Name of account holder:
Account Number (USD):
Account Number (R.Y.):
Name of Bank:

Article 8. Purchasing Procedure

- 8.1. Pursuant to this framework agreement, the Contracting Authority shall issue purchase orders and in accordance with its needs for the duration of the agreement to which the terms of this agreement shall apply in full and agreed specifications and prices.

Purchase Orders ("PO") will be issued and approved on a regular basis under the terms of the agreement and the PO will then constitute the only financially binding document between the two parties. Therefore, as per the nature of this agreement INTERSOS is not legally bound to purchase any items from the contractor and as such this agreement does not give any exclusivity to either party however, it bind the parties on principles of direct purchases as sole supplier for the items described in this framework contract and not on this financials as the PO is and must be issued to referencing to the contract.

- 8.2. The purchase orders shall refer to this framework agreement and specify for each article to be delivered the following elements:

- Name of Contractor
- Description of service requested.
- Delivery location.

- Quantity
- Unit price and total price
- Signature and stamp of both parties.

8.3. In rare circumstances, the contracting authority may request vehicles for limited duration that is less than the duration listed in the price list. In such cases, the provided price will be divided by 30 days and multiplied by the actual number of needed days and the payment shall only be based on the actual working days for each vehicle's request.

Article 9. Acceptance of service and invoicing

9.1. At the end of each month, a delivery note will be issued detailing the services delivered compared to the PO. The delivery note must be signed by the contractor and INTERSOS. The signature of the latter indicates the acceptance of the service by INTERSOS, without which no payment will be made.

9.2. In addition to the delivery note, the contractor must provide an invoice detailing all the services provided. The invoice must be stamped and signed by the contractor's authorised representative. The invoice must include the following elements:

- Contractor's name and contact details.
- The Contracting Authority name and details as addressee.
- Invoice date.
- Purchase order reference.
- FWA reference number.
- Quantity and description of the service (if applicable).
- Service unit price in USD, inclusive of all costs.
- Method and terms of payment

Article 10. Quality

The Contractor undertakes to provide to the Contracting Authority with service that respects the quality and technical characteristics of the agreed service package as described in the specifications and corresponding to the characteristics of any quotation given to the Contracting Authority by the Contractor. If the service fails to meet the specifications, the Contracting Authority reserves the right to request better service as agreed in the initial terms.

Article 11. Sub-contracting

The Contractor shall not assign or sub-contract this Agreement or any part thereof without prior written permission of the Contracting Authority and in case of a permitted sub-contracting shall not relieve the Contractor's obligations under this Agreement.

Article 12. Auditing

Throughout the period of performance of the framework agreement and for a period of 7 years following completion, the Contractor shall undertake to ensure that donors are granted access (including any subcontractors if applicable) to all supporting documents required for carrying out the necessary checks are provided and in place.

Article 13. Code of Ethics

- 13.1. 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:
 - a. Employment is freely chosen.
 - b. Freedom of association and the right to collective bargaining are respected.
 - c. Working conditions are safe and hygienic.
 - d. No child labour/protection of children is ensured.
 - e. Living wages are paid.
 - f. Working hours are not excessive.
 - g. No discrimination is practised.
 - h. Regular employment is provided, no harsh or inhumane treatment is allowed.
 - i. No malpractices in terms of corruption or fraud/corruption practices whatsoever is shown to happen around this contract.
- 13.2. 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.
- 13.3. Any breach of the requirements in the tender dossier, this framework agreement, or any annexes provided by the Contracting Authority including, but not limited to, involvement in money laundering, human trafficking and terrorism in the country and involving with terrorism sponsoring individuals, organisation 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 issues mentioned under this article.
- 13.4. It is the contractor's responsibility to translate and explain the code of conducts to all their employees and especially drivers, and get their signature of the code of conduct document and in case any driver refused to sign the code of conduct or violates it, the contracting authority reserve the right to not work with that individual driver and it is contractor's responsibility to replace that driver with the ones who agree and sign the code of conduct.

Article 14. Termination of the Agreement

Termination of the Agreement or any PO issued under it can be implemented in following events:

- 14.1. by normal termination at the end of the term with no notification or notice required by neither party.
- 14.2. immediately if the contractor was noncompliant to any of this agreement's terms and conditions, the agreement's annexes, and the Contracting Authority's policies and procedures.
- 14.3. immediately if the contractor was noncompliant to local laws and regulations.
- 14.4. by the Contracting Authority when giving one-month prior written notice to the Contractor of the intention to terminate the agreement or any PO issued under it; or
- 14.5. immediately due to a force majeure event, including but not limited to, natural disaster, civil unrest, war, limitation of donor funding.
- 14.6. by the contracting authority, if the assigned authorised signatory by the contractor changed due to internal or external factors influencing the contractor's ability to perform its obligations under this agreement.
- 14.7. The Contractor is required to maintain a commercial bank account in the company's name for the purpose of receiving all payments. Failure to do so, or any issues arising

in relation to this requirement, may result in the immediate termination of the contract by the contracting authority.

- 14.8. In the event that Article 13 and all its clause are branch in whatsoever way, this contract shall automatically be terminated by the contracting authority without any prior notice but the contractor shall be given a termination notice within one day and they shall not have any right to claim for any cost or sue the contracting authority base on the unethical termination.
- 14.9. This contract shall be terminated if the contractor doesn't within 7 working days provide the contracting authority with all required documentation (for example: Log books, monthly vehicle running report, utilisation report, insurance of the vehicles and others).

Done in English in [two] original(s) for the Contracting Authority and one original being for the Contractor.

For the Contractor

For the Contracting Authority

Name:

Name:

Title:

Title:

Date:

Date:

Signature:

Signature:

Stamp:

Stamp: