



**FRAMEWORK AGREEMENT
FOR THE PROVISION OF TRANSLATION SERVICE**

Contract No. INT/MD/22/CONT/008

Chisinau, MOLDOVA

INTER SOS – Humanitarian Aid Organization

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

Mission in Moldova – Chisinau Office

Address: Strada Alexandru Donici

Telephone No.: 022 022 204

E-mail: moldova@intersos.org

Represented by: Marco Buono - Head of Mission - Moldova

Hereinafter referred to as the First Party (The Contracting Authority)

and

Company: *LLC INFOTRANSLATION*

Represented by: Straton Nicolae

Nationality: Moldovan

Full address: R. Moldova, mun. Chişinău, 24 Grigore Vieru Avenue, floor 2, of. 12,

Telephone No.: +37369785277

E-mail: servicii@infotrad.md

have agreed as follows:





Article 1: Purpose of the Framework Agreement

This framework agreement is related to the call for Quotations and the quotation submitted by the Contractor. The purpose is to define the terms and conditions under which INTERSOS or its beneficiaries purchase the service for translation.

Article 2: Contractual Documents

This framework agreement shall include the following contractual documents:

- ANNEX A – Schedule of Rates
- Technical Specifications (if applicable)

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 until the 28th of February 2023.

Article 4: Purchasing Procedure

Pursuant to this framework agreement, the Contracting Authority shall issue purchase orders by electronic mail 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 price as shown in ANNEX A.

The purchase orders shall refer to this framework agreement and specify for each article to be delivered:

- the Contractor's product description
- the Contractor's product reference
- Quantity and packing
- Unit price as per ANNEX A
- Method and terms of payment
- Method and terms of delivery

The Contractor shall confirm orders by sending an acknowledgement of receipt with identical terms within two (2) working days of receipt of the purchase orders.

Article 5: Quantities

The quantities mentioned in the RFQ are for one unit. The Contractor acknowledges being informed of the fact that the Contracting Authority cannot commit to quantities because of the intrinsically unforeseeable nature of its emergency activities.

Article 6: Packaging/Packing

In the absence of any special instructions, the Contractor shall take all useful and necessary precautions to ensure the protection of the products during shipping and handling. The Contracting Authority reserves the right to refuse any products delivered in faulty packaging or mismatching technical specifications.

Article 7: Delivery

The Contractor undertakes to deliver the products ordered by the Contracting Authority to the address specified on the purchase order.

INTER SOS Office _ Strada Alexandru donici, 35 _ Buiucani _ Chisinau

Other delivery addresses may be requested within Chisinau.

The terms of each written translation project are to be agreed upon by both parties. Delivery lead-times shall not be later than 7 days after the receipt of the purchase order from the Contracting Authority. If the products are not delivered within the lead-time specified in the Quotation, the Contractor undertakes to pay penalties for late delivery to the Contracting Authority.





Fixed penalties of 0.5% of the total cost of purchase order concerned will be applied per calendar day of delay, limited to 5%, i.e. 10 days. Beyond, the Contracting Authority shall be entitled to cancel the order without financial compensation or cancel the Agreement.

At the initiative of either of the two parties, a new product may be offered as a replacement to that offered upon signature of the present agreement. The price of this new product shall not exceed the price of the initial product signed for.

Article 8: Price

The prices specified in the quotation of the Contractor correspond to maximum prices which shall remain valid for the duration of this agreement as from signature of the agreement by both parties.

These prices may not be changed during this period. No other costs such as delivery, tax or any other relevant cost of whatever kind may be added to the price agreed upon.

The total amount of the orders within this Agreement cannot exceed MDL (758,000 Seven Hundred fifty-Eight Thousand Moldovan Lei) and/or \$ 40,000 (Forty Thousand US Dollars). The Contracting Authority is not obliged to make the purchase for the entire amount specified in the Agreement.

Article 9: Terms of Payment

As stipulated in the general conditions of purchase, the whole price shall be paid either in MDL by bank transfer or credit card within 7 working days from the date of delivery of the goods in agreed terms and conditions and receipt of the invoice from the Contractor.

Payment of the whole price shall be made by the Contracting Authority to the following bank account :

Bank Name:	BC „MOLDOVA-AGROINDBANK” SA , Sucursala nr.18
Account Name:	c/b:AGRNMD2X441
IBAN number of the Contractor:	MD76AG000000022513679911

Each invoice shall be drawn up in duplicate and include

- Contractor's name and contact details
- Contractor's registration number (if applicable)
- The Contracting Authority name and address as addressee
- Invoice date
- Purchase order reference
- Quantity and description of the products with their serial numbers (if applicable)
- Products' unit price in MDL or in USD, including all (currency will be defined in the Contracting Authority's purchase order)
- Method and terms of payment (if applicable)
- **VAT Inclusion or Exemption in line with the Project status of VAT Exemption following feedback from the Contracting Authority accordingly**

Article 10: Quality

The Contractor undertakes to provide to the Contracting Authority with products that respect the quality and technical characteristics of the agreed products as described in the specifications and corresponding to the characteristics of any samples given to the Contracting Authority by the Contractor. If the products fail to meet the specifications, the Contracting Authority reserves the right to change with the agreed technical specification.

Article 11: Termination of the Agreement:

Termination of the Agreement can be implemented in following conditions;





- By normal termination at the end of the term;
- By non-compliance of any of the agreements of this contract including the Contracting Authority's policies and procedures,
- By non-compliance of local laws and regulations,
- By the Contracting Authority when giving one-month prior written notice to the Contractor of the intention to terminate the 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 the services of the Commission of the European Communities, the Court of Auditors of the European Communities and the authorities of the recipient countries are given access (including by any subcontractors) to all supporting documents required for carrying out the necessary checks.

Article 13: Communication

Any written communication relating to this Framework Agreement between the Contracting Authority and the Contractor must state the Framework Agreement title and identification number, and must be sent by post, fax, e-mail or by hand at:

The Contracting Authority		The Contractor	
Name	Marco Michele Buono	Name	Straton Nicolae
Position	Head of Mission	Position	Director
Address	Strada Alexandru Donici, 35 Buiucani, Chisinau	Address	R.Moldova, mun. Chişinău, 24 Grigore Vieru avenue 24, of. 12,
Telephone:	022 022 204	Telephone:	+37369785277
Email:	moldova@intersos.org	Email:	servicii@infotrad.md

Article 14: Settlement of Disputes

In the event of dispute, the two parties will resolve their problem in 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 Moldova.

Article 15: 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 labour/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 the tender dossier, this framework agreement, 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, 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 Article 14.





Done in **three originals**, in English language, in Chisinau, on the **9 of August 2022**.

For the Contractor

For the Contracting Authority

Name: Straton Nicolae

Name: Marco Michele Buono

Position: Director

Position: Head of Mission

Signature and Stamp:

Signature and stamp: