

FRAME AGREEMENT

(MSRP number:)

Between

The Office of the United Nations High Commissioner for Refugees

94 rue de Montbrillant, 1202 Geneva, Switzerland

(hereinafter referred to as "UNHCR")

And

VMS-Companie SRL

Dostoevski 16/45 St.

Balti, 3100

Republic of Moldova

(Hereinafter referred to as the "Contractor")

Preambles and Object of the Frame Agreement

WHEREAS, UNHCR wishes to retain the Contractor for the provision of office and other furniture on a "non-exclusive basis" in accordance with the terms and conditions set forth in this Frame Agreement; and

WHEREAS, the Contractor represents that it is qualified, ready, able and willing, and possesses the necessary expertise, qualified personnel, facilities, equipment, tools, insurance and other means, to provide the required goods in accordance with the terms and conditions set forth in this Frame Agreement.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions contained herein, UNHCR and the Contractor (collectively referred to as the "Parties" and each individually as a "Party") agree as follows:

Article 1 – Purpose

1.1 The purpose of this Frame Agreement is for the Contractor to provide, on a "non-exclusive basis", office and other furniture (the "Goods") to UNHCR, in accordance with the terms and conditions specified herein and in **Annex A**.

1.2 This Frame Agreement does not constitute an agreement for the provision of any or all of the Goods. Only an order in the form of a Purchase Order as provided in Article 6 below shall obligate UNHCR to pay for the Goods identified in such Purchase Order.

1.3 The Parties acknowledge and agree that nothing in this Frame Agreement commits, nor shall be construed as committing, UNHCR to deal with the Contractor as a sole or first preferred source supplier of the Goods. This Frame Agreement is on a

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non-exclusive, secondary bidding basis and UNHCR may order or have ordered the Goods set forth herein from other Framework Agreement holders or any other source whenever UNHCR, in its sole discretion, deems it necessary or in its best interest. UNHCR reserves the right to enter concurrently into any additional contracts with other companies for any or all of the Goods covered by this Frame Agreement.

Article 2 – Frame Agreement Documents

2.1 This document, together with the other named documents referred to below and attached as annexes hereto constitute the entire agreement (this “Frame Agreement”) between UNHCR and the Contractor:

Annex A: UNHCR General Conditions of Contract for the Provision of Goods (2018 revision)

Annex B: UNHCR Request for Quotation # UNHCR/MDACH/RFQ/2022/203 dated 8 November 2022, including its annexes

Annex C: The Contractor’s commercial offer dated 17 November 2022.

Annex D: UN Supplier Code of Conduct

2.2 The documents constituting the Frame Agreement are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the following order of priority shall apply:

- (a) this document; then
- (b) Annex A (UNHCR General Conditions of Contract for Goods); then
- (c) Annex B (UNHCR Request for Quotation); then
- (d) Annex C (Contractor’s proposal); then
- (e) Annex D: UN Supplier Code of Conduct.

2.3 This Frame Agreement embodies the entire agreement of the Parties with regard to the subject-matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or written, relating to the subject-matter hereof exist between the Parties except as herein expressly set forth.

2.4 Any document or receipt issued in connection with this Frame Agreement shall be consistent with and subject to the terms and conditions of this Frame Agreement and, in case of any inconsistency, the terms and conditions of this Frame Agreement shall prevail.

Article 3 – Agreement Term

3.1 This Frame Agreement is entered into on the date of the latest signature hereto and shall be deemed to take effect as of 15 December 2022 (the “Effective Date”). The Parties acknowledge and agree that, from the Effective Date to the date of the latest signature to this Frame Agreement, the Contractor has supplied certain Goods



contemplated hereunder pursuant to purchase order number PO 736 (dated 29 December 2022), PO 746 (dated 30 December 2022), PO 754 (dated 31 December 2022), PO 825 (dated 24 February 2023) and PO 849 (dated 20 March 2023) and that the supply of such goods is governed by the terms and conditions of this Frame Agreement. The Parties further acknowledge that the Contractor has been paid a total of 4,133,480.00 MDL by UNHCR for the supply of such goods, which the Contractor accepts in full and final settlement of all such goods supplied to date. The Contractor represents and warrants that there is no actual or threatened claim or dispute against UNHCR or otherwise in connection with such goods supplied.

3.2 This Frame Agreement shall remain in effect until the date falling 1 (one) year after the Effective Date, unless terminated earlier in accordance with the terms of this Frame Agreement.

3.3 UNHCR may, at its sole option, extend the term of this Frame Agreement, under the same terms and conditions as set forth herein, for an additional period of up to one (1) year, provided that UNHCR provides written notice of its intention to do so at least thirty (30) days prior to the expiration of the initial term of this Frame Agreement referred to in Article 3.2 above.

Article 4 – Responsibilities of the Contractor

4.1 For the entire term of this Frame Agreement, the Contractor shall maintain capacity to deliver the Goods upon receipt of UNHCR's order. UNHCR will carry out secondary-bidding processes for each purchase of Goods as set out in the RFQ documents (**Annex B**), and if the Contractor is unable to supply and deliver the requested Goods, the Contractor shall notify UNHCR in writing within three (3) working days of receipt of UNHCR's request under the relevant secondary-bidding process. In the event of conflicting priorities and urgency, UNHCR and the Contractor shall discuss and agree on the earliest possible delivery date, which shall be expressly indicated in the relevant purchase order.

4.2 The Contractor undertakes to provide, at its own expense, all personnel, equipment, supplies, materials, tools, transportation, and other facilities required for the performance and completion of the orders.

4.3 The Contractor shall ensure that it and its personnel shall provide the Goods with the necessary care and diligence, and in accordance with the highest professional standards.

4.4 The Contractor represents and warrants that the Goods shall conform to the specifications set forth in the relevant request issued by UNHCR under the relevant secondary-bidding process.

4.5 The Contractor shall deliver the Goods to UNHCR's warehouse at Industrialia 5 St., 2023 Chisinau, Republic of Moldova or at such location as may be specified in the relevant Purchase Order.

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4.6 The Contractor acknowledges and agrees that UNHCR may inspect the Goods prior to delivery, at the Contractor's Cost. The inspection of the Goods prior to delivery shall not substitute for the inspection of Goods after delivery to UNHCR.

4.7 The Goods shall be delivered in accordance with the timeframe agreed upon by both Parties and as indicated in the related Purchase Order.

4.8 The Contractor shall provide UNHCR with written evidence of delivery of the Goods pursuant to this Contract. Such evidence of delivery shall, at a minimum, consist of shipping documentation and written acceptance of the goods by the receiving warehouse/recipient personnel.

4.9 In the event that the purchase order issued by UNHCR does not conform to the terms hereof or does not contain all the information required to fulfil the order, the Contractor shall promptly contact UNHCR to clarify the information.

Article 5 – Responsibilities of UNHCR

5.1 Prior to each planned need for Goods, UNHCR will send a request for quotation, including concrete specifications to the Contractor and, where applicable, other relevant holder(s) of frame agreements for the provision of furniture. The Contractor shall revert to UNHCR with a quotation within seventy-two (72) hours of receipt of such request for quotation, including a proposed competitive offer for the relevant planned Goods (the "Closing Date").

5.2 UNHCR reserves the right to accept or reject the Contractor's quotation for any relevant planned Goods at its sole discretion. UNHCR shall inform the Contractor of its final decision to accept or reject the Contractor's quotation for any given relevant planned Goods no later than one (1) week after the Closing Date. If UNHCR's final decision is to accept the Contractor's quotation for any given relevant planned Goods, UNHCR shall proceed to issue a Purchase Order to the Contractor for the relevant Goods in accordance with Article 6.

5.2 The Contractor acknowledges that UNHCR shall have no obligation to provide any assistance to the Contractor in providing the Goods other than expressly set forth in this Frame Agreement or in any Purchase Order issued hereunder.

Article 6 – Purchase Order Fees

6.1 The Parties acknowledge and agree that the total amount reflected in respective purchase orders shall be based upon the outcomes of Request For Quotation process (Secondary bidding) which UNHCR will run for each purchase of Goods that it wishes to make, involving the Contractor and one or more other holders of frame agreements for the supply of furniture items to UNHCR, provided that unit prices quoted by the Contractor in such Request For Quotation process shall not exceed the prices listed in **Annex C** hereto (for standard catalogue items).

6.2 Upon receipt of any Purchase Order from UNHCR, the Contractor shall immediately let UNHCR know if any information or specifications are missing from the order.



6.3 The Contractor shall not provide, and UNHCR shall not be bound to accept or pay for, any Goods unless and until UNHCR has issued a Purchase Order therefor.

6.4 No Purchase Order shall be valid or binding upon UNHCR unless and until such Purchase Order has been signed by an authorized representative of UNHCR.

6.5 Any Purchase Order issued hereunder shall be subject to the UNHCR General Conditions of Contract (**Annex A**). Any additional terms or conditions proposed by the Contractor are rejected unless approved in writing by an authorized representative of UNHCR.

6.6 UNHCR shall not be liable to pay for any amount in excess of the PO Fee.

Article 7 – Invoices and Payment Terms

7.1 In full consideration for the complete, satisfactory and timely performance by the Contractor of all its obligations under this Contract, UNHCR shall pay the Contractor a fee in accordance with the Purchase Order (the “Contract Price”).

7.2 Payments made by UNHCR to the Contractor shall be paid to the following account:

Bank: Moldindconbank SA

Account Name: VMS-Companie SRL

Account number: MD36 ML00 0000 0022 5122 1173

7.3 Subject to satisfactory delivery of the Goods, the Contractor shall issue invoices to UNHCR as follows:

The Contractor shall issue an invoice to UNHCR upon delivery of the Goods, in accordance with and as specified in the relevant Purchase Order.

7.4 Each of the Contractor’s invoices shall clearly bear reference to the Purchase Order number to which the invoice relates.

7.5 Each Contract Price is an all-inclusive amount, and the Contractor, acknowledging that incurring costs in excess of those budgeted by UNHCR is subject to the UNHCR Financial Rules and Regulations, shall not do any work, or permit any work to be done, which would result in any payment or payments by UNHCR of any amount in excess of the Contract Price, without a prior valid amendment to the Contract.

7.6 The Contractor acknowledges and agrees that UNHCR may withhold payment in respect of all or part of an invoice in the event that, in the opinion of UNHCR, the Contractor has not performed its obligations in accordance with the terms of the Contract or if the Contractor has not provided the required documentation, listed in Article 4.8 above.

7.7 In addition to any other rights and remedies available to it, UNHCR shall have the right, without prior notice to the Contractor (any such notice being waived by the Contractor), upon any amount becoming due and payable hereunder to the Contractor,

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to set-off any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNHCR to the Contractor or any claim for loss or damage to UNHCR property) owing by the Contractor to UNHCR hereunder or under any other agreement between the Parties. UNHCR shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

7.8 If UNHCR disputes any invoice or a portion thereof, UNHCR shall notify the Contractor, accordingly, including a brief explanation of why UNHCR disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UNHCR shall pay the Contractor the amount of the undisputed portion within 30 days of receipt of the Contractor's invoice. UNHCR and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to a disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UNHCR shall pay to the Contractor the relevant amount (if any) within 30 days from the date of resolution of such dispute.

7.9 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract, nor any accrued interest on payments withheld by UNHCR that are subject to a dispute.

7.10 Payments made in accordance with this Article 7 shall constitute a complete discharge of UNHCR's obligations with respect to the relevant invoice or portion thereof.

7.11 Payments effected by UNHCR shall not relieve the Contractor of its obligations under this Contract and shall not be deemed an acceptance by UNHCR of the Goods.

Article 8 – Review; Improper Performance.

8.1 UNHCR reserves the right to review all Goods provided by the Contractor under this Frame Agreement, to the extent practicable, at all reasonable places and times during the term of this Frame Agreement. UNHCR shall perform such review in a manner that will not unduly hinder the performance of the Contractor. The Contractor shall cooperate with all such reviews by UNHCR, at no cost or expense to UNHCR.

8.2 If any Goods provided by the Contractor do not conform to the requirements of this Frame Agreement, without prejudice to and in addition to any of UNHCR's rights and remedies under this Frame Agreement or otherwise, UNHCR shall have the following options, to be exercised in its sole discretion:

- (a) If UNHCR determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UNHCR may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UNHCR, the measures necessary to re-perform or take other appropriate actions to remedy the improper performance within 7 (seven) days of receipt of the written request from UNHCR or within such shorter period as UNHCR may have specified in the written request if emergency conditions so require, as determined by UNHCR in its sole discretion.



- (b) If the Contractor does not promptly take corrective measures or if UNHCR reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UNHCR may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UNHCR's obtaining the assistance of other entities or persons, the Contractor shall cooperate with UNHCR and such entity or person in the orderly transfer of any works already completed by the Contractor.
- (c) If UNHCR determines, in its sole discretion, that improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UNHCR may terminate this Frame Agreement in accordance with Article 15 ('Termination') of the UNHCR General Conditions of Contract (**Annex A**) without prejudice to and in addition to any of its other rights and remedies under this Frame Agreement or otherwise.

Article 9 – Authorizations

9.1 In addition to the Contractor's obligations under Article 6.10 ('Export Licensing') and Article 21 ('Observance of the Law') of the UNHCR General Conditions of Contract (**Annex A**), the Contractor shall be responsible for obtaining, at its own cost, all licenses, permits and authorizations from governmental or other authorities necessary for the performance of this Frame Agreement. UNHCR shall cooperate with the Contractor as necessary and appropriate including where appropriate by liaising with relevant authorities.


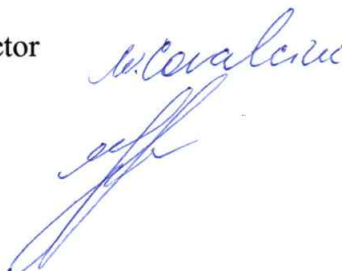
9.2 Notwithstanding anything to the contrary herein, UNHCR's sole obligation with respect to customs matters shall be to provide the Contractor with a documentary certificate identifying the items concerned and stating that such items are for the sole use of UNHCR. If any further documentation is required by any authority, the Contractor shall advise UNHCR and UNHCR agrees to provide reasonable assistance to the Contractor in obtaining such documents

Article 10 – Notices

10.1 Except as otherwise specified in this Frame Agreement, all notices and other communications between the Parties required or foreseen under this Frame Agreement shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, or certified mail, transmitted to the Party for whom intended at the address or facsimile number shown below or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Frame Agreement.

If to the Contractor:

Ms. Mariana Covalciuc, Managing Director
vmscompanie@gmail.com



If to UNHCR:

29 Sfatul Tarii street, Chisinau, Moldova

Attn: Miklos Karoly karoly@unhcr.org
Attn: Vladimir Bliznicenco bliznice@unhcr.org

10.2 Notice by mail or recognized overnight delivery service shall be effective on the date it is officially recorded as delivered to (or refused by) the intended recipient by return receipt or equivalent. All notices and other communications required or contemplated by this Frame Agreement delivered in person or by facsimile shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of actual receipt as evidenced by an acknowledgement of personal receipt or a valid fax transmission confirmation sheet report.

Article 11 – Miscellaneous


11.1 If any provision of this Frame Agreement shall be held to be invalid, illegal, or unenforceable (in whole or in part), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

11.2 Headings and titles used in this Frame Agreement are for reference purposes only and shall not be deemed a part of this Frame Agreement for any purpose whatsoever. Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa.

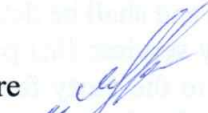
11.3 This Frame Agreement and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Frame Agreement in two (2) identical originals in counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.

For and on behalf of UNHCR

Signature: 
Name: Francesca Bonelli
Title:
Date:

For and on behalf of the Contractor

Signature: 
Name: Mariana Corade
Title: director
Date:

