

FRAME AGREEMENT CONTRACT

between

The Office of the United Nations High Commissioner for Refugees
94 rue de Montbrillant, 1202 Geneva, Switzerland

(hereinafter referred to as "UNHCR")

CONSULTORÍA MEDIOAMBIENTAL DEL VINALOPO S.L. (COVIMED SOLAR)

Poligono Industrial Finca Lacy IIC/Rebajadoras,
Parcela K2ELDA, 03600 – Alicante,
Spain

(hereinafter referred to as the "Contractor")

Preambles and Object of the Contract

WHEREAS, UNHCR wishes to purchase Solar Street Lights in accordance with the terms and conditions set forth in this Frame Agreement;

WHEREAS, the Contractor represents that it is ready, able and willing to sell the Solar Street Lights 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") agree as follows:

Article 1 – Purpose

1.1 The purpose of this agreement is for the purchase on a "non-exclusive basis" of Solar Street Lights as described in Annex C in accordance with the terms and conditions specified herein to UNHCR based on firm prices agreed among the Parties as specified in Annex B hereto.

Article 2 – Contract Documents

2.1 This document, together with the Annexes hereto and the other named documents referred to below, all of which are incorporated herein by reference, constitute the entire agreement (the "Contract") between UNHCR and the Contractor:

Annex A: UNHCR General Conditions of Contract for the provision of Goods and Services (2010 revision)

Annex B: The Supplier's Financial Offer dated 13 June, 2011

Annex C: The Supplier's Technical Offer dated 13 June, 2011

 

11.2 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 Contract 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 12 – Miscellaneous

12.1 If any provision of this Contract 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.

12.2 Other United Nations Agencies, Funds and Programmes may purchase goods against this Frame Agreement under the same terms, conditions and price as those contained herein.

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

12.4 This Contract 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 Contract in two 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: [REDACTED]
Title: Head of SMS

Date:

20/7/12

For and on behalf of the Contractor

Signature

Name: Benjamin Oporto
Title: General Manager
Date: 28-06-2012



Benjamin Oporto