**LONG-TERM AGREEMENT**

**CASE NO. UNOPS-** **GPSO\_PSC\_ITB\_00091180-SOM\_14-013**

**BETWEEN**

**THE UNITED NATIONS OFFICE FOR PROJECT SERVICES**

**AND**

**(SUPPLIER)**

**FOR THE SUPPLY OF PLUMBING ITEMS**

This long-term agreement (hereinafter called “Agreement”) is made between the United Nations Office for Project Services (hereinafter called “UNOPS”) and (name of supplier), a company organized and existing under the laws of (country of supplier) and having its principal offices at (address of supplier) (hereinafter called “Supplier”). The Agreement is made further to UNOPS invitation to bid, reference **PSO\_PSC\_ITB\_00091180-SOM\_14-013**, dated **20th Dec 2014** and subsequent amendments as well as the Supplier’s offer dated (xxx) and subsequent clarifications provided by the Supplier and accepted by UNOPS.

###### PREAMBLE

###### Whereas:

a) UNOPS in its work uses, among other things, **PLUMBING ITEMS** and ancillary services;

b) The Supplier represents that it is qualified, ready, willing and able to supply the goods and ancillary services (if any) described in Annex I (“Goods” and “Services”);

c) The Supplier and UNOPS have agreed in principle that the supply of the Goods by the Supplier shall be pursuant to the *UNOPS General Conditions for Goods* (“General Conditions for Goods”) and the supply of the Services shall be pursuant to the *General Conditions for UNOPS Contracts for Professional Services* (“General Conditions for Services”)*;*

d) The Supplier and UNOPS wish to elaborate on how the abovementioned General Conditions for Goods and the General Conditions for Services shall apply in the context of a long-term arrangement;

e) The Supplier and UNOPS also wish to make additional arrangements in the context of a long-term arrangement; and

f) The Supplier and UNOPS acknowledge that they have read and understood this Agreement (including its Annexes) and are not entering into this Agreement on the basis of any representations not expressly set forth in it.

###### NOW THEREFORE UNOPS AND THE SUPPLIER (HEREINAFTER CALLED “PARTIES”) HEREBY AGREE AS FOLLOWS:

Section 1 – Special conditions

Article 1: Entry into force and term of agreement

This Agreement shall be valid and effective as of (date) and shall remain in force through (date). UNOPS shall have the option to extend the validity of this Agreement at the same terms and conditions for 01 additional year ending (date). Further extensions beyond (date) shall be agreed to by written amendment signed by the Parties.

Article 2: Agreement documents and interpretation

1. Subject to paragraph (c) of this Article, this Agreement consists of the following documents (hereinafter called “Agreement Documents”):

* The Preamble and Sections I and II consisting of [XX] pages
* Annex I: Description of the Goods and Services and Price List
* Annex II: Designation of Parties’ Representatives
* Annex III: General Conditions for Goods
* Annex IV: General Conditions for Services
* Annex V: ITB
* Annex VI: Supplier’s offer

1. The Agreement Documents are complementary of one another. However, in the event of any inconsistency among them, they shall prevail in the order of their enumeration in paragraph (a) of this Article.
2. The following special provisions shall apply notwithstanding any provision to the contrary in the Agreement Documents:
   * “There are no special provisions”.
3. The terms and conditions of this Agreement shall apply to the provision of all Goods and Services by the Supplier to UNOPS.

e) References in the General Conditions for Goods to “Vendor” shall be construed to mean the Supplier.

f) References in the General Conditions for Services to “Consultant” or “Contractor” shall be construed to mean the Supplier.

**Article 3: Terms and Conditions of Annex III applying as of effective date of Agreement**

The Parties hereby acknowledge and agree that the following articles of the General Conditions for Goods apply mutatis mutandis to this Agreement as of the effective date set out in Article 1 above and are not dependent on the submission of any Purchase Order or Contract:

a) Article 1 (Legal Status of the Parties)

b) Article 13.2 (Mines [non-manufacture of anti-personnel mines and components])

c) Article 13.3 (Sexual Exploitation)

d) Article 13.4 (Fundamental Principles and Rights at Work)

e) Article 15 (Indemnification)

f) Article 17 (Proprietary Rights)

g) Article 20 (Termination for Default)

h) Article 23 (Confidentiality)

i) Article 25 (Source of Instructions)

j) Article 26 (Benefits, Corruption and Fraud)

k) Article 27 (Use of Name, Emblem or Official Seal of UNOPS)

l) Article 28 (Assignment)

m) Article 29 (Non-Waiver of Rights)

n) Article 32 (Amicable Settlement)

o) Article 33 (Arbitration)

p) Article 34 (Privileges and Immunities)

The abovementioned articles shall also apply to each Purchase Order.

Article 4: Scope of Agreement

1. The Supplier shall provide, as and when ordered, the Goods and Services listed in Annex I to this Agreement at the prices stipulated therein.
2. This Agreement includes the possibility of providing successor models of the Goods listed in Annex I. In the event of any model, technical or other changes affecting the Goods as specified in Annex I, the Supplier shall offer equivalent or better specifications for any Goods ordered pursuant to this Agreement without any increase in the prices as provided for in Annex I of this Agreement.
3. Any order against this Agreement shall be made by formal Purchase Order issued to the Supplier by an authorized representative of UNOPS as designated in Annex II. The Purchase Order shall set out the quantities required and other terms and conditions for the delivery of Goods and Services. Each Purchase Order shall make reference to this Agreement number LTA UNOPS-GPSO\_PSC\_ITB\_00091180-SOM\_14-012.

1. UNOPS shall have no obligation to purchase any minimum quantities of Goods or Services from the Supplier during the period specified in Article 1, above.
2. The Agreement does not accord any exclusivity to the Supplier with respect to the Goods or Services listed in Annex I**.** UNOPS shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity from any other source at any time.
3. Users of the Agreement will include UNOPS offices worldwide. The Supplier must accept and honour Purchase Orders issued by any UNOPS office in any country.
4. The Parties shall endeavour to execute this Agreement in a spirit of mutual co-operation.

Article 5: Price

The prices of the Goods in Annex I are fixed ceiling prices **DAP UNMAS Camp Mogadishu/ Baidoa/ Kismayo/ Beledweyne** (Incoterms 2010) for the duration of this Agreement, which includes any additional extension period in accordance with Article 1, above. All reductions in market prices mandated by the manufacturer will be passed on in full to UNOPS. The foregoing shall also apply to the Services in Annex I.

Article 6: Supply of Goods DAP UNMAS Camp Mogadishu/ Baidoa/ Kismayo/ Beledweyne (INCOTERMS 2010)

1. Subject to paragraph (b) of this Article and the other express provisions of this Agreement, the Goods shall be supplied **DAP UNMAS Camp Mogadishu/ Baidoa/ Kismayo/ Beledweyne (**Incoterms 2010).
2. The Supplier may be requested to supply the Goods on terms other than that specified in paragraph (a) of this Article to any country worldwide where UNOPS has emergency or development projects. Such supply of Goods would be requested by UNOPS on a case by case basis and, if agreed, such terms shall be recorded, together with any adjusted price, in the Purchase Order and that Purchase Order shall be governed by such terms as well as the provisions of this Agreement that are not inconsistent with such terms. If the Supplier does not agree to supply the Goods on such requested terms, the Supplier shall immediately inform UNOPS in writing.
3. The Supplier undertakes to deliver the Goods and Services within the delivery time specified in Annex I to this Agreement.
4. All orders shall be delivered in full unless partial deliveries are authorized in the Purchase Order or otherwise authorized by UNOPS in writing.

Article 7: Invoicing and Payments

1. Invoices shall be submitted to:

UNOPS

GPSO PSC

UNMAS Camp Mogadishu

Mogadishu International Airport (MIA)

Mogadishu, Somalia

1. For Purchase Orders issued by other UNOPS offices, invoices shall be submitted directly to the office that issued the Purchase Order, and payment will be made directly by that office.
2. UNOPS payment conditions applicable to Purchase Orders executed under this Agreement are payment within thirty (30) days from the date of receipt and acceptance by the office that issued the Purchase Order of the original invoice and all other documents specified in the Purchase Order and this Agreement. Under no circumstances shall UNOPS be liable to pay interest on amounts not paid within this period.
3. UNOPS will not provide Letters of Credit to cover payment obligations, and no advanced payment will be made by UNOPS as part of its payment obligations.
4. Payments by UNOPS shall be made by bank transfer in (name of currency) to the following account:

Name of bank:

Bank address:

Account number:

SWIFT code:

IBAN number:

Account holder:

UNOPS shall bear the charges imposed by its bank. The Supplier shall bear any other bank charges pertaining to such bank transfer.

1. Payments effected by UNOPS to the Supplier shall not be deemed to relieve the Supplier of its obligations under this Agreement.

Article 8: Supplier’s Reporting

1. At the beginning of each quarter (January, April, July, October) the Supplier may be requested to provide a Quarterly Sales Report to UNOPS. These quarterly reports shall be as a minimum as per the below format.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **UNOPS direct purchases under LTA # GPSO\_PSC\_ITB\_00091180-SOM\_14-013 – January 20XX to March 20XX** | | | | | | | |
| **UNOPS office** | **PO date** | **UNOPS PO#** | **Model** | **End country** | **Total** | **Freight** | **FCA-FOB** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **TOTALS** | | | | |  |  |  |

**Article 9: Inspection, etc. System and after sales service**

The Supplier shall provide and maintain an inspection, quality, and manufacturing process control system covering the Goods that is acceptable to UNOPS. Records of all inspection work by Supplier shall be kept complete and made available to UNOPS during the period of this Agreement and for twenty four (24) months thereafter. Copies of all material certifications and test results are to be submitted to UNOPS upon request.

The Supplier shall maintain or provide a service organization reasonably constituted to handle requests from UNOPS or its clients for technical assistance, maintenance, service, repairs and overhaul of the Goods.

Article 10: Notices pertaining to agreement

Unless otherwise specified in this Agreement, all notices and other communications required or contemplated under this Agreement shall be in writing in the English language and shall be delivered either by: (i) personal delivery against signed receipt; (ii) certified mail (which shall be deemed to include delivery by a courier service that provides delivery status information); (iii) confirmed facsimile transmission; or (iv) confirmed e-mail, addressed to the Party for whom intended at the address shown below or such other address as the intended recipient shall have designated by written notice previously given pursuant to this Agreement:

For UNOPS: For the Supplier:

UNOPS […]

GPSO PSC

UNMAS Camp Mogadishu

Mogadishu International Airport (MIA)

Mogadishu, Somalia

Attn.: Senthil Kumar, Procurement Specialist.

senthils@unops.org

Ref.: LTA UNOPS/**GPSO\_PSC\_ITB\_00091180-SOM\_14-013**

Notice by certified mail shall be deemed to have been delivered on the date it is officially recorded as delivered to, or receipt refused by, the Party to whom it is addressed; if a notice is sent by certified mail but cannot be delivered because the Party to whom it is addressed is no longer open for business at that address, the notice shall be deemed to be delivered on the date delivery was attempted.

**Article 11: Notices pertaining to specific purchase orders**

The provisions of Article 10 shall apply to notices and other communications pertaining to specific Purchase Orders, except that notices and other communications from the Supplier shall be sent to the address of the UNOPS office issuing the relevant Purchase Order.

Article 12: Amendment

No amendment to this Agreement or waiver of any of its provisions shall be valid unless approved in writing by the duly authorized representatives of the Parties as stipulated in Annex II.

# Article 13: Termination of agreement

UNOPS may terminate this Agreement, in whole or in part, by thirty (30) days’ prior written notice to the Supplier. Such termination shall be without prejudice to Purchase Orders issued prior to the termination. Upon the termination of the Agreement, the Supplier shall dispose of UNOPS property in accordance with UNOPS’ instructions.

Article 14: Superseding effect

This Agreement shall supersede the contents of any other negotiations and/or agreements between the Parties, whether oral or in writing, pertaining to the subject of this Agreement, and constitutes the entire Agreement between the Parties with respect to the supply of Goods and Services hereunder.

# Article 15: Due diligence

The Supplier shall perform its obligations under this Agreement with due diligence and efficiency and in conformity with sound professional, administrative and business practices. Unless otherwise provided for in this Agreement, the Supplier shall furnish all the technical and administrative support, human resources, materials and equipment necessary to complete the delivery of the Goods and Services.

# Article 16: Competence, moral and ethical conduct

The Supplier shall be responsible for the professional and technical competence of its employees, agents, subcontractors and independent contractors, if any, who shall be expected to respect local customs and conform to a high standard of moral and ethical conduct.

# Article 17: Observance of the law

The Supplier shall respect and abide by all applicable laws, regulations and ordinances of the country in which the obligations under this Agreement are to be performed, and shall take all reasonable measures to ensure that its agents, employees, subcontractors and independent contractors do so.

SECTION II – TERMS AND CONDITIONS GOVERNING EACH PURCHASE ORDER

**Article (A): Conflict between provisions**

In the event of a conflict between the provisions of Section I and Section II of this Agreement, the provisions of Section I shall take precedence.

**Article (B): Terms and conditions governing the supply of goods and services under each purchase order**

The supply of Goods and Services by the Supplier pursuant to a Purchase Order shall be governed by the terms and conditions of this Agreement including its Annexes.

For each Purchase Order, unless the context requires otherwise:

a) Subject to Article 3, references in the General Conditions for Goods to “Contract” shall be construed to only mean the relevant Purchase Order.

b) References in the General Conditions for Services to “this Contract” shall be construed to only mean the relevant Purchase Order.

c) Article 5.2 of the General Conditions for Services shall not apply, unless stipulated by UNOPS in the relevant Purchase Order.

**Article (C): Termination or variation of terms of purchase order**

Each Purchase Order shall be deemed to be a separate contract between the Parties. The termination of or a variation of the terms of a Purchase Order shall not, in and of itself, affect any other Purchase Orders and this Agreement.

# Article (D): Variation in quantities

The quantities specified in any Purchase Order issued in accordance with this Agreement must not be exceeded or decreased without the prior written authorization of UNOPS.

FOR AND ON BEHALF OF FOR AND ON BEHALF OF

[SUPPLIER] UNOPS

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex I**

**Description of the Goods and Services and Price List**

1. **Summary of requirements**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. List of goods and delivery schedule | | | | |
| **Lot N°** | **Description of goods** | **Quantity** | **Unit** | **Delivery schedule from date of contract** |
| 01 | Plumbing Items | As per attached Excel sheet named GPSO\_PSC\_ITB\_00091180\_SOM\_13-010\_Price\_schedule.xls | As per attached Excel sheet named GPSO\_PSC\_ITB\_00091180\_SOM\_13-010\_Price\_schedule.xls | Within 2 weeks from the date of confirmed Purchase order. Delivery location to be mentioned in the PO |

**Consignee address and consignee-wise quantity distribution**

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot N°** | **Consignee address** | **Quantity** | **Unit** |
|  |  |  |  |
| 01 | **Location 01 –**  UNMAS Camp Mogadishu  Mogadishu International Airport, Mogadishu Somalia  **Location 02 –**  UNMAS Camp Kismayo  Kismayo International Airport,  Kismayo Somalia  **Location 03 –**  UNMAS Camp Baidoa  Baidoa Airport,  Baidoa Somalia  **Location 04 –**  UNMAS Camp Beledweyne  Beledweyne Airport,  Beledweyne Somalia | As per attached Excel sheet named GPSO\_PSC\_ITB\_00091180\_SOM\_13-010\_Price\_schedule.xls | As per attached Excel sheet named GPSO\_PSC\_ITB\_00091180\_SOM\_13-010\_Price\_schedule.xls |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 2. List of Related Services and Completion Schedule | | | | | |
| **Service** | **Description of service** | **Quantity** | **Physical unit** | **Place where services will be performed** | **Final completion date(s) of services** |
|
| 01 | Delivery of goods mentioned under Lot 1 as and when required upon receipt of approved Purchase Order from UNOPS | As mentioned in the excel sheet under various locations | As mentioned in the excel sheet | DAP Mogadishu UNMAS Camp | See Timelines under Section 3 of ITB |
| 02 | Delivery of goods mentioned under Lot 1 as and when required upon receipt of approved Purchase Order from UNOPS | As mentioned in the excel sheet under various locations | As mentioned in the excel sheet | DAP Kismayo UNMAS Camp | See Timelines under Section 3 of ITB |
| 03 | Delivery of goods mentioned under Lot 1 as and when required upon receipt of approved Purchase Order from UNOPS | As mentioned in the excel sheet under various locations | As mentioned in the excel sheet | DAP Beledweyne UNMAS Camp | See Timelines under Section 3 of ITB |
| 04 | Delivery of goods mentioned under Lot 1 as and when required upon receipt of approved Purchase Order from UNOPS | As mentioned in the excel sheet under various locations | As mentioned in the excel sheet | DAP Baidoa UNMAS Camp | See Timelines under Section 3 of ITB |

**Annex II**

**Designation of Parties’ Representatives**

**UNOPS**

1. For the purpose of the performance of this Agreement, UNOPS has designated the following as its authorized representatives:

* **The UNOPS Office in charge of the administration of this Agreement is:**

UNOPS

GPSO PSC

UNMAS Camp Mogadishu

Mogadishu International Airport (MIA)

Mogadishu, Somalia

* **The UNOPS officers authorized to approve this Agreement and any amendments to it are:**

Director, GPSO

* **The UNOPS officers authorized to sign Purchase Orders under this Agreement are:**

Officers acting in their capacity as Executive Director, Deputy Executive Director, Regional Director, Head of OC, during the absence of any of the foregoing, persons who are designated as Officers-in-Charge during said absence.

**The Supplier**

1. For the purposes of the performance of this Agreement, the Supplier has designated the following as its authorized representatives:

* **The supplier’s division/office in charge of the administration of this Agreement is:**

[indicate division/office as applicable]

* **The supplier’s representative authorized to approve this Agreement and any amendments to it is:**

[list function/title/name as appropriate]

1. The Parties shall notify each other in writing of any changes to the above representatives.