



## **LONG TERM AGREEMENT FOR THE PROVISION OF GOODS TO THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)**

This Long Term Agreement (“LTA”) is made between the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations established by the General Assembly of the United Nations, through its Procurement Support Office (“UNDP/PSO”), having its address at Midtermolen 3, P.O. Box 2530, 2100 Copenhagen Ø, Denmark and **XXXX** (the “Contractor” or “LTA holder”), duly incorporated under the Laws of **XXXX** with its headquarters at **XXXX**.

WHEREAS, UNDP desires to enter into a non-exclusive LTA **for the provision of XXXXX** (hereinafter called “Goods”) by the Contractor to UNDP, pursuant to which UNDP can conclude specific contractual arrangements with the Contractor, as provided herein for deliveries of the Goods worldwide;

WHEREAS pursuant to the Request for Proposal XXX by UNDP, the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the “Parties”) hereby agree as follows:

### **Article 1: LTA DOCUMENTS**

1.1 The LTA between the Parties consists of the following documents (hereinafter called “LTA Documents”):

- i. This document including all its Annexes:
  - Annex 1: The UNDP General Conditions for Contracts for the Provision of Goods (“General Conditions”)
  - Annex 2: Special Conditions
  - Annex 3: Price Schedule with corresponding ceiling prices
  - Annex 4: Specifications of Goods

The LTA Documents are complementary of one another. However, in the event of any inconsistency among them, they shall prevail in the order of their enumeration as above in this Article. The Request for Quotations and the Offer from the Contractor documents are not attached hereto but known to and in the possession of the Parties.

### **Article 2: SCOPE OF SUPPLY**

- 2.1 From the entry into force of this LTA until its expiration, the Contractor shall provide as and when requested by UNDP the types of Goods listed in Annex 3 to this LTA, but not restricted to them.
- 2.2 Any requirement under this LTA shall be made through a signed UNDP Purchase Order issued to the Contractor by UNDP. Each Order shall make reference to this LTA.
- 2.3 Where a Purchase Order includes any specific instructions, terms or conditions that explicitly differ from this LTA, the instructions in the Purchase Order shall prevail.

2.4 UNDP does not warrant that it shall purchase any specific quantity of Goods listed in Annex 3 during the term of this LTA and shall not be liable for any costs in the event that no purchases are made under the LTA's validity period.

## **2.5 PRICES AND DISCOUNTS:**

2.5.1 Goods listed in Annex 3 shall be supplied at a price not higher than stipulated therein. In particular:

- i. Prices specified in this LTA shall remain firm and not be increased during the course of the LTA.
- ii. The maximum prices specified in Annex 3 to this LTA cannot be exceeded in quotation offered by the Contractor under this LTA.
- iii. Additionally, in the event that the Contractor is able to offer UNDP a discounted price on placement of orders, the unit prices shall be reduced for specific Purchase Orders.

2.5.2 UNDP shall receive the best price and best conditions available throughout the LTA validity, i.e. prices and conditions to UNDP shall be at least equal to the best prices and conditions available to any UN Organization or other client.

## **Article 3: CHANGES IN CONDITIONS**

3.1 In the event of any advantageous technical changes and/or downward pricing of the Goods during the duration of this LTA, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the LTA.

## **Article 4: DELIVERY TERMS**

4.1 Goods supplied under this LTA shall be delivered in accordance with the terms and conditions of this LTA and the contracted delivery terms (INCOTERMS 2010) indicated in each Purchase Order.

## **Article 5: PERFORMANCE EVALUATION**

5.1 Contractor performance will be measured based on the following criteria:

- to be specified

5.2 Contractor responsiveness will also be measured throughout the period of the LTA. The Contractor shall respond to a minimum of XX% of UNDP's requests, with complete technically compliant offers and within the allocated timelines to respond. Complete offers herein means offers that cover the full request as required in the corresponding RFQ and that provide all the requested information.

5.3 If the Contractor fails to meet UNDP's performance and responsiveness requirements detailed above, the Contractor will receive in the first instance a warning to improve their performance. Continued failure in meeting the set requirements of performance and responsiveness may result in termination of the LTA with the Contractor.

**Article 6: GENERAL AND SPECIAL TERMS AND CONDITIONS**

6.1 UNDP General Conditions and Special Conditions included in Annex 1 and Annex 2 apply to this LTA and each Purchase Order issued, without prejudice of Article 2, paragraph 2.3 of this LTA.

6.2 Any General Conditions of the Contractor shall not apply.

**Article 7: ENTRY INTO FORCE AND TERM OF LTA**

7.1 This LTA supersedes all prior oral or written LTAs, if any, between the Parties and constitutes the entire LTA between the parties with respect to the supply of Goods hereunder.

7.2 This LTA shall enter into force on XXXX and shall remain in force for XXXX months.

**Article 8: AMENDMENTS**

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

**Article 9: TERMINATION**

Both parties shall have the right to terminate this LTA. Notice of termination should be given in writing three (3) months in advance.

Notwithstanding the above, orders that have already been placed by UNDP at the time of notification of termination shall be executed in accordance with the terms and conditions of this LTA.

IN WITNESS WHEREOF, the duly authorized representatives of the PARTIES have signed this LTA.  
For and on behalf of:

**For the Supplier**

**For UNDP**  
**United Nations Development Programme**  
**Procurement Support Office**  
Midtermolen 3, P.O.Box 2530  
DK-2100 Copenhagen Ø - Denmark

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Date: .....

Date: .....