

# UNITED NATIONS DEVELOPMENT PROGRAMME

## CLARIFICATION NO. 1

**REFERENCE: 16953 RSC 2020**

**Date: February 28, 2020**

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We notify all interested suppliers that we have received the following query, applicable to **RFQ 16953 RSC 2020**:

### **Question 1:**

Related to 16953 procurement process, we want to ask about the payments. In the TORs you mentioned that the contract has a 1-year duration but only 1 payment at the end of this term. We want to know if we are understanding correctly this context or if you can rearrange for partial payments.

### **Question 2:**

**Payment Terms:** 100% upon complete delivery of goods: if we are not understanding wrong, this will be after 1 year of contract when the following conditions are completed?

- Passing Inspection
- Complete Installation
- Passing all Testing
- Completion of Training on Operation and Maintenance
- Written Acceptance of Goods based on full compliance with RFQ requirements.

### **Question 3:**

**Delivery lead time:** I couldn't find any schedule in the TOR.

- When the platform has to be running?
- When the training has to be done?
- The training has to be in person or can be virtual or remote?

### **Question 4:**

**Technical:** There is no specification about the servers where the platform will be installed. Does the project (GCC) has any server infrastructure?

Do we need to hold it in our servers?

Does it have to be held in a cloud-based server such as AWS.

### **Question 5:**

Regarding the request for quotation REFERENCE: 16953 RSC 2020 - Digital Collaborative Learning Platform for the Green Commodities Community, we want to confirm if the app

mobile require must be Native, Hybrid, or if we also can estimate in example a version with WebViews which is a lot more economic (The latest still have push notifications, etc.).

**Question 6:**

My legal team would like to have clarification on the following issues:

1. Intellectual grants the client a license right to use its Software for an annual subscription fee. Our Company is a SAAS provider with clients around the world, but does not develop for clients software/tools as per specifications. Therefore all rights and title of our Software at all times remains with our company and the client is granted a right to use the Software for the term of the Agreement. Our company cannot agree to any "work for hire" provision or any other provision requiring that IP rights in its Software be transferred to the client.

2. Indemnification of acts and omissions - this obligations should be limited to direct damages and to a monetary cap equal to the annual subscription/license fee.

3. Non- assignment - we would like to clarify that our company shall be entitled to assign its rights and obligations under the Agreement in the event of a merger, sale or reorganization of all or substantially all of our company assets or equity.

Please let me know what are your thoughts on this points and afterward I will send over all the requirement documents.

**Answer to Question 1:**

Payment will be done after the training of the UNDP team on the use of platform and the platform is actively functioning. Approximately one month after the signing of the contract.

**Answer to Question 2:**

Payment will be done after the training of the UNDP team on the use of platform and the platform is actively functioning. Approximately one month after the signing of the contract.

**Answer to Question 3:**

The Platform must be running one month after signing the contract.

The training must be done during the month after signing the contract and launching the platform.

The training can be Virtually.

**Answer to Question 4:**

The offeror needs to provide a server where the platform will be hosted. No preference between cloud-based server or physical.

**Answer to Question 5:**

The app can be Native, Hybrid or WebViews, but they still must provide all the options available on web such as access to forums, group chats, live feed, provide the ability of posting, etc.

**Answer to Question 6:**

Please include these notes in your proposal to be analyzed, as it will be reviewed on the evaluation phase.

**\*End of Document\***