

## Section IV: Contract Forms

E sourcing reference: **SUPPLY OF ULTRA-PORTABLE DIGITAL X-RAY MACHINE– ITB/2022/40407**

### IV-1: UNOPS General Conditions of Contract

In the event of a Contract, the following conditions of contract will apply:

- UNOPS General Conditions of Contract for goods

The conditions are available at: <http://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx>

## IV-2: UNOPS Special Conditions of Contract

The following Special Conditions for Goods (SCG) shall supplement and/or amend the General Conditions for Goods (GCG). Whenever there is a conflict, the provisions herein prevail over those in the GCC. The corresponding Clause number of the GCC is indicated in the left column of the below table.

Clause in General Conditions	Special Condition of Contract
GCC 4.1	<p>The delivery term is as mentioned in Schedule of Requirement.</p> <p>In case of either Air or Sea shipment, the supplier shall provide draft AWB/BL and other shipping documents much in advance to UNOPS. UNOPS will apply for Tax exemption certificate (TEC). The time taken for TEC may take at least 6 weeks or more. UNOPS will provide the greenlight for the shipment once the TEC is received and the shipment shall be dispatched only after receipt of green light from UNOPS.</p> <p>The details of shipping and/or other documents, to be furnished to UNOPS for applying for TEC by the Supplier are:</p> <ol style="list-style-type: none"> <li>1. Commercial invoice, indicating the United Nations Office for Project Services Myanmar as the Purchaser the PO number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</li> <li>2. AWB/BL</li> <li>3. Packing list identifying contents of each package;</li> <li>4. Any other/additional procurement – specific document(s) required for quality assurance and delivery/payment purposes.</li> </ol> <p>Any delivery date or time specified in the Purchase Order shall be of the essence and failure to deliver within the time promised or specified shall enable The UNOPS to release himself from any obligation to accept or pay for the Goods, and/or to cancel all or part of the Purchase Order without prejudice in either case to his other rights and remedies. Delivery documents should be made available by the Supplier to the UNOPS.</p> <p>Part-deliveries may be made only with the prior written consent of UNOPS. UNOPS may refuse to accept un-authorized part-deliveries.</p>
GCC 4.4	The delivery term is as per “Schedule of Requirement” (Incoterm 2020).

GCC 4.9	<p>The transfer of ownership for Goods shall be made in accordance with the INCOTERM 2020 and at the time of the quantitative and qualitative reception of all the Goods ordered at the agreed place of delivery.</p>
GCC 4.5	<ul style="list-style-type: none"> <li>● The warranty period shall remain as comprehensive warranty for <b>3 years</b> for the whole system including all necessary spare parts (i.e. batteries when applicable, etc.) from date of satisfactory installation of equipment. For purposes of the Warranty, the place(s) of final destination(s) shall be: <b>Central TB medical Store, Insein, Yangon, Myanmar.</b></li> <li>● At any point of time the spares parts should be adequate to take care of the warranty obligations.</li> <li>● Upon receipt of such notice of non-functioning of equipment from UNOPS/NTP during the warranty period, the Supplier shall, within a period of 2 days and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the site. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim what so ever, shall lie on the Purchaser for the replaced parts/goods thereafter.</li> <li>● In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.</li> <li>● The supplier shall visit the site at least once in 6 months for the preventive maintenance service of the equipment during the warranty period.</li> </ul>
GCC 29	<p>Add Clause 29 (Offered Price)</p> <p>The prices charged for the Goods supplied shall not be adjustable.</p>
GCC 30	<p>Add Clause 30 (Payment Term)</p> <p>The payment will be made to the supplier by direct transfer to his bank account, as provided by the supplier to UNOPS in the vendor registration form, in the following manner:</p> <p>100% of the payment shall be made within 30 days after satisfactory completion of delivery and successful testing at final destination and on submission of payment documentation (Signed Invoice, Original Delivery Notes certified by respective focal person of the destination area, Testing &amp; Commissioning report, etc.)</p>

	<p>If the assembling and commissioning of the equipment could not be done by the supplier due to delay from the NTP, 100% payment will be made on delivery at final destinations.</p>
GCC 31	<p>Add Clause-31 (Liquidated Damages)</p> <p>Except under the circumstances of Force Majeure as described under Article 12, if the Vendor fails to deliver any or all of the Goods by the date(s) of delivery or perform the services tied to the delivery of Goods within the period specified in the Contract, UNOPS may, without prejudice to any or all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of <b>0.1%</b> of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, UNOPS may terminate the Contract pursuant to Article 13.</p>
GCC 32	<p>Add Clause – 32 (TRADE TERMS)</p> <p>Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2020.</p>