

Section IV: Contract Forms

E sourcing reference: Supply of Health Products to Tuvalu - RFQ/2022/38081

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 of Contract shall supplement and/or amend the General Conditions of Contract. Whenever there is a conflict, the provisions herein prevail over those in the General Conditions of Contract. 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 the schedule of Requirement.</p> <p>The supplier shall provide BOL and other shipping documents much in advance to UNOPS. UNOPS will apply for a Tax exemption certificate (TEC). Once the TEC is received, UNOPS will provide the greenlight for the shipment.</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"> 1. Two 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 and stamped, or sealed with the company stamp/seal; 2. BOL 3. Two (2) copies of Packing list identifying contents of each package 4. Any other/additional procurement – specific document(s) required for quality assurance and delivery/payment purposes. <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>
GCC 4.4	<p>The delivery term for the products to be imported is as per Section II : Schedule of Requirement, CPT or DAP Funafuti Port, Tuvalu (to be decided at the time UNOPS ask for the freight)</p>
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 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>

	On Receipt of Goods at Tuvalu: The Contract Price of the Goods delivered shall be paid within thirty (30) days after arrival of goods at – Funafuti Port of Tuvalu and submission of complete documents specified in GCC Clause 4.1 by direct bank transfer to the Supplier's nominated bank account.
GCC 31	Add Clause-31 (Liquidated Damages) 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 0.1% 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 .
GCC 32	Add Clause – 32 (TRADE TERMS) Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2020.