

## Section IV: Contract Forms

E-sourcing reference: For the Supply of Condom in Myanmar

Case reference: ITB/2023/47349

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

In the event of a Contract, the following General Conditions of Contract will apply:

- UNOPS General Conditions of Contract for the provision of 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 UNOPS 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 General Conditions of Contract 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>Due to the limitation of custom procedure, we require separate shipments, separate sets of BLs and other shipping documents for each lot even if they are the same delivery time requirement as they are for different beneficiaries and a separate Tax Exemption certificate (TEC) approval process is required.</p> <p>The supplier shall provide draft BOL and other shipping documents in advance to UNOPS for prior checking. Then the supplier shall provide final BOL and other shipping documents as soon as the Goods are delivered to the shipping line.</p> <p>The shipment shall be made within 10 days of UNOPS issuing the Greenlight.</p> <p>Depending on the rules and regulations of Myanmar custom department which may be updated from time to time, UNOPS may request separate sets of BLs and other shipping documents to expedite the importation of the shipment into the country. The supplier may need to submit additional sets of Invoice, packing list and other related documents (upon request from authority) to UNOPS to expedite and proceed with the tax exemption.</p> <p>The details of shipping and/or other documents, to be furnished to UNOPS</p> <ol style="list-style-type: none"> <li>1. Signed 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. Bill of Lading (BL)</li> <li>3. Packing list identifying contents of each package;</li> <li>4. Internal Test Analysis Report of the Manufacturer for the items offered;</li> <li>5. Certificate of Inspection furnished to Supplier by the nominated agency (where inspection is required)</li> <li>6. Certificate of Analysis for each batch- Certificate of quality control test results in conformity with the World Health Organization.</li> <li>7. 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</p>

	<p>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-authorised part-deliveries.</p>
GCC 4.2	<p>The inspection and test procedure is specified in Technical Specifications.</p> <p>Regardless of any pre-shipment inspection (and the result thereof) All goods may be subject to inspection/audit and quality control testing by UNOPS/ The Global Fund or its designated representatives, to the extent practicable, at all times and places, including during the period of manufacture and, in any event, prior to final acceptance.</p> <p>UNOPS/The Global Fund or Sub-Recipients may also carry out quality control testing of the Goods any time during the shelf life of Goods even after the acceptance of Goods by consignee.</p> <p>If any inspection/audit or test is made on the premises of the Supplier and/or the manufacturer, the Supplier, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors of UNOPS/ The Global Fund in the performance of their duties.</p> <p>All inspections and tests on the premises of the Supplier or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect/audit and accept or reject goods shall neither relieve the Supplier from responsibility for non-conforming Goods nor impose liabilities on The UNOPS therefore. The Supplier shall maintain a Quality Assurance system to guarantee the quality of the goods (including, for example, a recall system). All records related to this Quality Assurance system and related to the Purchase Order shall be kept complete and made available by the Supplier to The UNOPS during the performance, pursuant to this Order and for twenty four (24) months thereafter.</p>
GCC 4.4	<p>The delivery term is as per "Schedule of Requirement". (Incoterm 2020)</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 25	<p><b>Add Clause 25 (Observance of the Law)</b></p> <p>All obligations relating to its registration as a qualified vendor of goods or services to UNOPS, as such obligations are set forth in UNOPS vendor registration procedures" shall include compliance with the "Code of Conduct for Suppliers" of the Global Fund to Fight AIDS, Tuberculosis and Malaria (as may be amended from time to time), available at the Global Fund's internet site.</p>
GCC 29	<p><b>Add Clause 29 (Offered Price)</b></p> <p>The prices charged for the Goods supplied shall not be adjustable.</p>

GCC 30	<p><b>Add Clause 30</b></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>On Receipt of Goods at Yangon: The Contract Price of the Goods delivered shall be paid within thirty (30) days of receipt of goods in Yangon and submission of complete documents specified in GCC Clause 4.1 by direct bank transfer to the Supplier's nominated bank account. Any bank charges shall be borne by the supplier.</p>
GCC 31	<p><b>Add Clause-31 (Liquidated Damages)</b></p> <p>Except under the circumstances of Force Majeure as described under <b>Article 12</b>, 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 <b>Article 13</b>.</p>
GCC 32	<p><b>Add Clause – 32 (TRADE TERMS)</b></p> <p>Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2020.</p>