

## Section IV: Contract Forms

**E sourcing reference: SUPPLY OF FIXED TYPE DIGITAL X-RAY MACHINE – ITB/2023/46067**

### 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 for Goods
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 Tax exemption. Once the TEC is received, UNOPS will provide the greenlight for the shipment. Shipment shall not be made without getting clearance from the 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. BOL</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-authorised part-deliveries.</p>
GCC 4.4	The delivery term is as per “Schedule of Requirement” (Incoterm 2020).

GCC 4.9	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.
GCC 4.1	<ul style="list-style-type: none"> <li>• The warranty period shall remain for comprehensive warranty for <b>5 years</b> from the date of satisfactory installation of equipment. For purposes of the Warranty, the place(s) of final destination(s) shall be the same places as provided in "Schedule of Requirement".</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 <b>3 working days</b> 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 whatsoever, 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 <b>once in 3 months</b> for the preventive maintenance service of the equipment during the warranty period.</li> </ul>
GCC 25	<p>Add Clause 25 (Observance of the Law)</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>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 method and conditions of payment to be made to the Supplier (Payment will not be made to any other party) under this Contract shall be as follows :</p> <p>Payment shall be made within thirty (30) days after the receipt of Goods at NTP warehouse (Yangon) and on submission of payment documentation</p>

(Invoice, Original Delivery Notes certified by respective focal person at the warehouse, etc).

**The following conditions are applicable for payment transfer:**

For Foreign suppliers, 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.

For local suppliers who offer in USD, **UNOPS's preferred method of payment is cross currency payment through AYA bank** since these banks are offering with special workers' rate for UNOPS suppliers.

- It means payment will be processed in USD but the supplier shall receive the equivalent MMK of USD transfer amount with the Bank's exchange rate. This may change subject to any update in CBM guidelines and regulations.
- The name of the bank account must be the same as the name of the supplier company.

For local suppliers who offer in USD, the alternative payment method is the third Party Payment process. However, this could be considered only if the cross-currency payment is not feasible.

If the local bidders (from Myanmar) require a third party payment process, Bidder shall include the name of the third party in their bids including supporting documents on their legal position and documents supporting their relationship and agreement with the primary bidder.

UNOPS will do the due diligence and eligibility/background check on the third party (payment entity) in addition to the selected bidder's company.

The Contractor shall acknowledge and agree that UNOPS makes no representations or warranties regarding Third Party Payments. Under no circumstances whatsoever shall UNOPS assume any responsibility or obligation with respect to any part of all of the third party payment, including, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any Third Party Payment. If the Contractor decides to enable or use Third Party Payment, the use of such Third Party Payments are governed solely by the terms and conditions of the present Agreement. The Contractor irrevocably waives any claim against UNOPS with respect to such Third Party Payment.

The use of third party payment is done at the Contractor's own discretion and risk and with the Contractor's agreement that the Contractor will be solely responsible for any loss or damage experienced as a result of the use of third party payment. "Third Party Payment" in the context of the Agreement, means a payment to a third-party person who is not a principal party to a contract or transaction. Any warranty that is provided by such a third party is provided solely by the third party and not by UNOPS or any UNOPS affiliate.

**For all suppliers, if there are any bank charges when transferring the payment, it has to be borne by the supplier.**

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>