

**Section IV: Contract Forms E sourcing reference: Cotrimoxazole 480 mg (Sulfamethoxazole 400 mg + Trimethoprim ( 80 mg)Injection ,IV, 5ml ampoule – RFQ/2023/48343**

**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:

[https://content.unops.org/service-Line-Documents/Procurement/UNOPS-General-Conditions-Goods-2017\\_EN.PDF](https://content.unops.org/service-Line-Documents/Procurement/UNOPS-General-Conditions-Goods-2017_EN.PDF)

## 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
<p style="text-align: center;">GCC 4.1 DELIVERY OF GOODS</p>	<p><b><u>For Goods to be imported:</u></b></p> <p>The supplier shall provide shipping documents much in advance to UNOPS. UNOPS will apply for Tax exemption. Once the TEC is received UNOPS will provide the green signal to the supplier to go ahead with 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 by the Supplier are:</p> <ol style="list-style-type: none"> <li>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 in original and stamped, or sealed with the company stamp/seal;</li> <li>2. AWB/BL</li> <li>3. Two (2) copies of 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> <li>5. Self-declaration of Country of Origin of the product by supplier.</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><b><u>Goods offered from Yangon, already imported:</u></b></p> <p>The shipping documents like packing list, weight and volume and handling instruction shall be provided immediately after the PO is issued. The supplier shall handover the goods to the UNOPS selected transporter within 3 working days of UNOPS request.</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>

<p style="text-align: center;">GCC 4.2 INSPECTION OF THE GOODS</p>	<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 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 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 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 or for such other period as may be specified in this Order.</p>
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<p style="text-align: center;">GCC 4.3 PACKAGING OF THE GOODS:</p>	<p>Apart from the instruction provided in the Technical Specifications, the Supplier shall ensure the following:</p> <ol style="list-style-type: none"> <li>1. The Product shall be packaged in immediate and external containers suitable to withstand rough handling in transit and storage under conditions where temperatures may rise to 40 (forty) degrees centigrade and humidity may be as high as 75% (seventy five percent);</li> <li>2. The SUPPLIER shall ensure that the Product is packed in such a manner so that the Product reaches the Delivery Point intact and undamaged, it being recorded that the SUPPLIER shall be solely responsible for loss, damage or expense incurred by the PURCHASER due to insufficient or unsuitable packaging;</li> <li>3. Any damaged or inferior or out of specification Product delivered to the Delivery Point shall be rejected by the PURCHASER and uplifted by the SUPPLIER at the sole cost and expense of the SUPPLIER who shall replace the rejected Product at its expense..</li> <li>4. Each case/crate/carton must carry outside a copy of the packing list describing the contents of the case/crate/carton. Outside case No. 1 should be attached a full set of invoices covering the actual delivery. It is preferred that the accompanying papers be made out in the English language.</li> <li>5. The information on the package insert shall include details relating to : <ol style="list-style-type: none"> <li>a. Name;</li> <li>b. Qualitative and Quantitative Composition;</li> <li>c. Pharmaceutical Form;</li> <li>d. Therapeutic Indication/s;</li> <li>e. Posology and Method of Administration;</li> <li>f. Contraindications;</li> <li>g. Special Warnings and Special Precautions for Use;</li> <li>h. Interactions with Other Medicinal Products and</li> <li>i. Other Forms of Interactions;</li> <li>j. Use during Pregnancy and Lactation;</li> <li>k. Use in Children</li> <li>l. Effects on Ability to Drive and use Machines;</li> <li>m. Undesirable Effects</li> <li>n. Overdose</li> <li>o. Pharmacodynamic Properties</li> <li>p. Pharmacokinetic Properties</li> <li>q. List of Excipients</li> <li>r. Incompatibilities</li> <li>s. Shelf Life</li> <li>t. Special Precautions for Storage</li> <li>u. Nature and Content of Container</li> <li>v. Instructions for Use, Handling and Disposal</li> <li>w. Date of Revision of the Text.</li> </ol> </li> </ol>
<p style="text-align: center;">GCC 4.4 TRANSPORTATION &amp; FREIGHT</p>	<p>The delivery term is as per Schedule of Requirement. (Incoterm 2020).</p>
<p style="text-align: center;">GCC 4.9 TITLE</p>	<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 OBSERVANCE OF THE LAW	<b>Add Clause 25 (Observance of the Law)</b>  "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.
GCC 29 OFFERED PRICE	<b>Add Clause 29</b> The prices charged for the Goods supplied shall not be adjustable.
GCC 30 PAYMENT TERM	<b>Add Clause 30</b> <b><u>For Goods to be imported:</u></b> The payment shall be made to the supplier's nominated bank account through direct bank transfer within 30 days after receipt of goods at Yangon Airport/Seaport and submission of documents (signed invoice, packing list, AWB/BL) as specified in GCC Clause 4.1. Any bank charges shall be borne by the supplier. <b><u>Goods offered from Yangon, already imported:</u></b> The payment shall be made to the supplier's nominated bank account through direct bank transfer within 30 days after receipt of goods at UNOPS selected transporter and successful delivery of goods to final destination and submission of documents (signed invoice, handover note to UNOPS selected supplier and signed delivery notes from the recipient) as specified in GCC Clause 4.1. Any bank charges shall be borne by the supplier. <b><u>Notes :</u></b> If a local supplier bids in MMK and awarded the contract in MMK for goods to be imported into Myanmar with UNOPS as consignee, UNOPS may request to provide an additional invoice in USD for contracted consignment only for the purpose of making an application for TEC. Payment will be based on the MMK invoice for the amount contracted.  For local suppliers who want to submit the offer with the local USD payment, only AYA and Yoma banks can accept the cross currency payment as of now. It means payment will be processed in USD but the supplier shall receive the equivalent MMK of USD transfer amount with the AYA/Yoma Bank's exchange rate. This may change subject to any update in CBM guidelines and regulations. Any bank charges shall be borne by the supplier.  <b><u>Third Party Payment process</u></b>  Bidders to include the name of third party ( For bidders from Myanmar, if required for payment purposes) in their bids including supporting documents on their legal position and documents supports their relationship and agreement with the primary bidder.

	<p>UNOPS will make the due diligence and eligibility/background check on the third party (payment entity) in addition to the selected bidder.</p> <p>The Contractor acknowledges and agrees 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.</p> <p>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.</p>
GCC 31 LIQUIDATED DAMAGES	<p><b>Add Clause-31</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 <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 <b>Article 13</b>.</p>
GCC 32 TRADE TERMS	<p><b>Add Clause – 32</b></p> <p>Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2020.</p>