

## Section IV: Contract Forms

**E sourcing reference: Supply of Pharmaceutical Products to Cambodia - ITB/2023/48753**

### 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 shipping documents (draft AWB, Invoice, packing list, COA) 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 to UNOPS for applying for TEC by the Supplier are:</p> <ol style="list-style-type: none"> <li>1. Two Commercial invoice, indicating the United Nations Office for Project Services ARHC 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</li> <li>3. Two (2) copies of 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 "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.</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 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 4.2	<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 or for such other period as may be specified in this Order.</p>
GCC 4.3	<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 UNOPS 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> </ol> </li> </ol>

	<ul style="list-style-type: none"> <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> </ul>
GCC 4.4	<p>The delivery term is CPT - Phnom Penh Airport as per Incoterms 2020.</p> <p>Custom clearance to be done by UNOPS.</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><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 (Payment Term)</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>Within 30 days after the arrival of Goods at Phnom Penh Airport, Cambodia and the presentation of signed invoice and final AWB by the supplier.</p>
GCC 31	<p><b>Add Clause-31 (Liquidated Damages)</b> 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.</p>
GCC 32	<p><b>Add Clause - 32 (TRADE TERMS)</b> Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2020.</p>