

Section IV: Contract Forms

E sourcing reference: SUPPLY OF LAB AND MEDICAL EQUIPMENT TO CAMBODIA – RFQ/2023/49513

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

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 the schedule of Requirement.</p> <p>The supplier shall provide AWB/BL 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. 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; 2. AWB/BL 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. 5. Declaration of Country of Origin of the product by the supplier 6. Registration with the NDRA in Cambodia is not a mandatory requirement. For products imported into Cambodia, with UNOPS as consignee, have a waiver from registration. <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. 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 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> <p>The payment shall be made to the supplier's nominated bank account through direct bank transfer within 30 days after receipt of goods at Phnom Penh Airport/Seaport, Cambodia and submission of documents (signed invoice, packing list, AWB) as specified in GCC Clause 4.1. Any bank charges shall be borne by the supplier</p>
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 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>Add Clause – 32 (TRADE TERMS) Whenever an Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2020.</p>