

## Section IV: Contract Forms

E-sourcing reference: **Supply of Medical Instruments to Philippines**

**Case reference: ITB/2024/52711**

### 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>In case of Air shipment, the supplier shall provide AWB and other shipping documents much in advance to UNOPS.</p> <p>In case of Sea shipment, 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 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, 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. Bill of Lading (BL)/ Air Waybill (AWB)</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>
GCC 4.4	The delivery term is DDP - Final destinations, Philippines as per Incoterms 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><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 method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract shall be as follows:  The Contract Price of the Goods delivered is expected to be processed <b>within 30 days after the satisfactory completion of delivery and receiving of goods at each final destination</b> as per Schedule of Requirements and on submission of payment documentation. Payment will be by direct transfer to the supplier's bank account.</p>
GCC 31	<p><b>Add Clause-31 (Liquidated Damages)</b></p> <p>Liquidated Damages - 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> <p><b><i>The applicable deduction is only for the total contract price of the delayed units only.</i></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>