

Section IV: Contract Forms

eSourcing Reference:: Supply of Medical Equipment(s) to the Philippines -ITB/2024/52723

VI-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 the provision of goods

The conditions are available at:

<http://www.unops.org/english/Opportunities/suppliers/how-we-procure/Pages/default.aspx>

VI-2: UNOPS Special Conditions of Contract

The following Special Conditions for Goods (SCG) shall supplement and/or amend the General Conditions for Goods (GCC). 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
GCC 4.1	<p>The delivery term is as mentioned in the schedule of Requirement.</p> <p>The details of the documents, to be furnished by the Supplier for the payment purpose are:</p> <ol style="list-style-type: none"> 1. Two Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser, UNOPS Asia Region ARHC , the PO number, Goods description, quantity, unit price, and total amount. Invoices must be signed and stamped, or sealed with the company stamp/seal; 2. Two (2) copies of Packing list identifying contents of each package 3. Internal Test Analysis Report of the Manufacturer for the items offered (if applicable) 4. Any other/additional procurement – specific document(s) required for quality assurance and delivery/payment purposes. <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-authorized part-deliveries.</p>
GCC 4.4	<p>The delivery term is DDP - Final destinations, Philippines as per Incoterms 2020.</p>

Clause in General Conditions	Special Condition of Contract
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>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 supplier's bank account will be credited through a direct transfer within 30 days of the satisfactory completion of delivery and receiving of goods at the final destination. This payment will be made upon the submission of all necessary shipping documents, as well as the supplier's completion of comprehensive training and commissioning.</p>
GCC 31	<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><i>The applicable deduction is only for the total contract price of the delayed units only.</i></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>