

Section IV: Contract Forms

E sourcing reference: SUPPLY OF DIGITAL AUTOMATIC METHADONE DISPENSER– ITB/2019/8575

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 for Goods (SCG) shall supplement and/or amend the General Conditions for Goods (GCG). 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 schedule of Requirement.</p> <p>The supplier shall provide AWB/BL and other shipping documents much in advance to UNOPS. UNOPS will apply for Tax exemption. 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. Two original 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; 2. AWB/BL 3. 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 supplier <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>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 as per “Schedule of Requirement” (Incoterm 2010).</p>
GCC 4.9	<p>The transfer of ownership for Goods shall be made in accordance with the INCOTERM 2010 and at the time of the quantitative and qualitative reception of all the Goods ordered at the agreed place of delivery.</p>
GCC 4.5	<ul style="list-style-type: none"> • The warranty period shall remain for three years warranty with Yearly service for standard cleaning, calibration and preventive maintenance service of the equipment from date of satisfactory installation of equipment. For purposes of the Warranty, the place(s) of final destination(s) shall be: DDTRU (Drug Detoxification/ Treatment and Rehabilitation Unit) - Ywarthargyi Mental Health Hospital, Yangon, Myanmar. • At any point of time the spares parts should be adequate to take care of the warranty obligations. • (Upon receipt of such notice of non-functioning of equipment from UNOPS/NAP during the warranty period, the Supplier shall, within a period of 2 days and with all reasonable speed, repair or replace the defective goods or parts thereof, free of cost at the site. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim what so ever, shall lie on the Purchaser for the replaced parts/goods thereafter. • In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months. • The supplier shall visit the site yearly for standard cleaning, calibration and preventive maintenance service of the equipment.
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>90% of the payment shall be made within 30 days after the receipt of Goods at Yangon and on submission of payment documentation (Invoice, Packing List and AWB/BL) as specified in GCC Clause 4.1.</p> <p>10% of the payment shall be made within thirty (30) days of receipt of certificate of satisfactory installation of equipment and completion of training.</p>
<p>GCC 31</p>	<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>
<p>GCC 32</p>	<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 2010.</p>