

19 June 2020

Mr. Amiran Gamkrelidze  
General Director  
National Centre for Disease  
Control & Public Health  
9 M.Asatiani St  
0177 Tbilisi  
GEORGIA

UNICEF Partner Code: G16004

**UNICEF Reference: Cost Estimate 10022109 Revision 1 (Please quote on all correspondence)**

Dear Mr. Amiran Gamkrelidze,

We are pleased to share with you our revised Cost Estimate for Xpert (R) Xpress SARS-CoV-2 diagnostic test kits totalling USD **478,240.40** valid until **15 July 2020**, as per your original request received through UNICEF Georgia office on 27 March 2020 and subsequent communications.

As per your request received on 17 June 2020, this Cost Estimate has been revised in order to reflect the following changes:

- Paragraph **1. Delivery** has been updated.
- Due to the change in the governing MoU from standard PS MoU to World Bank Agreement template, Paragraphs **3. Agreement and Order Confirmation/Payment**, have been updated.
- **Terms on Liability and Claims** Paragraph has been included.
- Validity of the Cost Estimate has been extended.

All other terms and conditions remain unchanged.

This revision cancels and replaces all previous versions of this document.

Please be advised that your request for Cost Estimate has been split due to the different commodities requested and the remaining CE is being processed and will be issued separately.

Please be advised that this Cost Estimate is issued for Xpert (R) Xpress SARS-CoV-2 diagnostic test kit quantities that are anticipated to be available from September 2020 onwards. It should be noted that the production capacity, though improving, is expected to remain very limited. Therefore, it is likely that the deliveries will have to be staggered in multiple shipments.

In addition to the information on costs, we would like to bring the following to your kind attention:

**1. Delivery**

UNICEF's ability to deliver by the anticipated project closing date is dependent upon prompt finalization of the Agreement and subsequent payment by the World Bank (including all processes required to facilitate such). It is the responsibility of the partner to secure permission from the World Bank for any delivery of products and services which would go beyond the termination date of the Financing Agreement. UNICEF will not be responsible for objections or any ineligible costs to be claimed by the World Bank, including due to delays from the partner in completing its respective responsibilities.

The estimated prices are in accordance with Incoterms 2020 CIP (Carriage and Insurance Paid To) Tbilisi, Georgia, with shipment by

air.

Given the high demand for this product, each and every order shall be confirmed with the supplier in terms of availability and lead times.

As soon as the funds have been received (see para. **4. Order Confirmation/Payment**) UNICEF will confirm the allocation of the requested quantities with the supplier and will present this information to the partner for their acceptance prior to initiation of procurement and placement of the purchase order with the supplier. An additional 2-3 weeks should be allowed for preparing and expediting the shipment.

Please be advised that, as known, COVID-19 outbreak has had a significant impact on the international freight. We are closely monitoring the situation and we will do our utmost to deliver as requested. However, our ability to comply with the desired delivery timeline depends heavily on the availability of international freight options.

Please note that until handover to the Government at agreed delivery points per Incoterms 2020 CIP (Carriage and Insurance Paid To) Tbilisi, Georgia, UNICEF (through its supplier(s) and freight forwarder(s)) will be the Government's custodian to the Outputs. UNICEF delivery of supplies is complete upon delivery at Tbilisi, Georgia and handover of the necessary documentation for the Government to receive supplies. UNICEF's responsibility therefore ends, and responsibility is transferred to the Government and shall be effective upon delivery at Tbilisi, Georgia. UNICEF will not be responsible for distribution of the supplies to their final destination in country.

The Government or its representative is the consignee. The Government or its representative is therefore responsible for customs clearance, paying taxes, tolls and duties etc as well as onward transport beyond Tbilisi, Georgia.

## **2. Commodities/Services**

Kindly note that the items will be delivered with the following documents:

- AWB
- Invoice
- Packing list
- Certificate of Analysis

Any request for further documentation must be stated at time of order confirmation and will not be accepted after the purchase order has been placed.

## **3. Agreement**

Prior to any procurement activity, a signed Agreement for the provision of Procurement Services between both parties is required. The purpose of the Agreement is to set out the framework of processes, rights and obligations related to procurement services as well as to outline areas of understanding between the parties. According to our records, the Agreement which is to be applied to this Cost Estimate has yet to be signed and is therefore not in force. We understand that the anticipated Agreement will be in connection with the P173911 - Georgia Emergency COVID-19 Response Project and credit/grant 9113-GE account. Once signed and received, the procurement activity shall be initiated and performed by UNICEF in accordance with the terms and conditions of the forthcoming Agreement. Therefore, the terms and conditions herein are subject to change once the Agreement to be applied has been agreed upon.

### **Terms on Liability and Claims**

Any Government claims against UNICEF arising out of or related to the procurement of the Supplies shall be dealt with in accordance with the provisions of the Basic Cooperation Agreement.

UNICEF does not assume liability with regard to any claims arising out of or relating to or connected with this Agreement, including but not limited to those arising out of or relating to any defect in the quality or quantity of Supplies, the delivery of the Supplies, the use of the Supplies, or otherwise, unless caused by UNICEF's failure to execute the procurement with reasonable diligence. UNICEF

will under no circumstances be liable for any incidental, indirect or consequential damages or for lost revenues or profits arising as a result of UNICEF's procuring the Supplies or performance of its obligations or exercise of its rights under this Agreement. UNICEF's total liability in any event will not exceed the value of the procurement of Supplies with respect to which a claim is made.

UNICEF accepts no liability for any third-party claims arising out of or related to the Agreement, including but not limited to those arising out of or relating to any defect in the quality or quantity of Supplies, the delivery of the Supplies, the use of the Supplies, or otherwise, unless caused by UNICEF's failure to execute the procurement. The Government indemnifies and will deal with, defend and hold UNICEF harmless in connection with any third-party claim or other cause of action arising out of or relating to this Agreement. In case of dispute on the technical conformity or quality of WHO-approved products, the Parties accept final assessment by WHO.

The Government will be responsible for asserting all claims available to it either (a) automatically, pursuant to purchase contracts entered into by UNICEF; or (b) as a result of the terms under which UNICEF has procured the Supplies. UNICEF will provide all reasonable assistance to the Government in connection with such claims; provided, however, that UNICEF and the Government shall first reach agreement as to any costs to be incurred in that respect (including but not limited to counsel's fees or court costs).

Any compensation received by UNICEF from manufacturers, suppliers or shippers arising out of or related to contractual or other liability of such manufacturers, suppliers or freight forwarders in connection with the procurement and delivery of the Supplies shall be for the Government's account and shall be dealt with by UNICEF in accordance with the Government's instructions.

#### **4. Order Confirmation/Payment**

Upon written acceptance of the Cost Estimate, UNICEF will issue the payment request to the World Bank as stipulated by the Agreement. Such payment request can only be submitted following finalisation of the Agreement, and related processes.

UNICEF will initiate the procurement upon receiving the funds from the World Bank.

#### **5. Handling Fees**

The handling fees are established at the minimum amount UNICEF reasonably concludes is required to meet all related transaction costs and to support the supply of quality assured goods and services. The handling fees appear beneath each line item of the Cost Estimate.

#### **6. Contingency Buffer**

A standard 6 per cent contingency buffer is added to the estimated cost of supplies and is used to cover against fluctuations in the commodity market and in currency exchange rates. Any charges made against the contingency buffer will be shown in the Statement of Account.

#### **7. Inspection of Goods Received**

Partner is requested to inspect all goods upon arrival, make remarks on the shipping documents and put the carrier on claims notice when appropriate.

UNICEF must be informed immediately after the inspection in order to assist with filing any insurance claims. In any event the above measures must be taken within the following time limits:

Air: 14 days upon arrival of goods shipment (Ref: Montreal Convention, 1999)

#### **8. Statement of Account**

After shipment of all supplies and recording of all expenses incurred, UNICEF will provide a Statement of Account. Any balance remaining will, upon your instructions, either be refunded or held for new requests. Any amount due to UNICEF should be paid as per agreed payment terms.

#### **9. Cost Estimate**

Item No.	WH/ NW	Material No.	Description	Quantity	Unit	Unit Price in USD	Amount in USD
10	NW	U321495	Xpert Xpress SARS-CoV-2 kit/10 tests				
			Handling fee 4.50% = 17,859.60	2,000	each	198.440	396,880.00

**Item offered**

MANUFACTURER REF. NO. XPRSARS-COV2-10

Regulatory version: CE-IVD

The kit contains sufficient reagents to process 10 specimens or quality control samples. The kit contains the following:

10 x Xpert® Xpress SARS-CoV-2 Cartridges with Integrated Reaction Tubes, also

- Bead 1, Bead 2, and Bead 3 (freeze-dried) 1 of each per cartridge

- Lysis Reagent 1.5 mL per cartridge

- Binding Reagent 1.5 mL per cartridge

- Elution Reagent 3.0 mL per cartridge

- Disposable Transfer Pipettes 12 per kit

- CD 1 per kit

- Assay Definition File (ADF)

- Instructions to import ADF into GeneXpert software

- Flyer 1 per kit

Instruction for use is available at <https://www.fda.gov/media/136314/download>

Cost of supplies 396,880.00

Freight, Insurance & Inspection 39,688.00

Handling fee 17,859.60

**Total estimated costs 454,427.60**

**Contingency buffer 23,812.80**

**Total amount to be deposited 478,240.40**

**Estimated weight/volume** : 1,600 KG / 5.380 M3

**Consignee** : Please provide the correct consignee details including contact person, email address and mailing address for this order when reverting with the acceptance of the Cost Estimate.

**Delivery terms** : CIP Tbilisi, Georgia

**Mode of shipment** : Air

\* WH = warehouse item; NW = non-warehouse item.

Kindly note, for computational purposes, item unit prices figure to three decimal places. Total amounts are quoted to two decimal places.

We appreciate the opportunity to provide a Cost Estimate and hope the information in it is satisfactory. For any further clarification please do not hesitate to contact your focal point Stine Kragh, [skragh@unicef.org](mailto:skragh@unicef.org) or [psid@unicef.org](mailto:psid@unicef.org).

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