

25 February 2021

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

UNICEF Partner Code: G16004

**UNICEF Reference: Cost Estimate 10023995 (Please quote on all correspondence)**

Dear Mr. Amiran Gamkrelidze

Following the COVAX Facility's indicative allocation of 129,600 doses of the COVID-19 ChAdOx1-S vaccine ("Vaccine") to the Government, made available from AstraZeneca/SKBio and your subsequent request to procure such Vaccine through UNICEF pursuant to the 2011 Memorandum of Understanding between UNICEF and Georgia ("MoU"), we are pleased to share with you a Cost Estimate for the Vaccine, totalling USD 575,056.00 and valid until 5 March 2021. The Cost Estimate is therefore being issued within the context of the **COVAX Facility** framework which the Government has been made aware of and subscribed to through its commitment agreement with Gavi, the Vaccine Alliance.

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

**1. Delivery**

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

1.2 The Government, on acceptance of this Cost Estimate, and in accordance with the MoU, will be the Consignee, and will assume additional responsibilities as outlined under paragraph 3 below.

1.3 The availability and conditions of offer for the Vaccine quoted for in this Cost Estimate are indicative and shall be confirmed with the manufacturer upon the country's acceptance of the Cost Estimate, and timely transfer of funds to UNICEF Supply Division within the validity period of the Cost Estimate.

1.4 Supply availability, timing of that availability and delivery lead-times for individual allocations will be primarily determined by the allocation process established by WHO and the COVAX Facility. This Cost Estimate is intended to cover the supply of multiple rounds of allocation of the Vaccine based on the indicative allocation, and therefore Government should expect staggered deliveries of the Vaccine, based upon availability.

1.5 In this regard, a firm delivery lead-time for order preparation cannot be established at the time that this Cost Estimate is being issued. The indicative timing of the Vaccine availability from the

manufacturer starting from March 2021 with staggered deliveries onward including through mid- 2021, provided that funds for this Cost Estimate are received by Supply Division within the validity of this Cost Estimate, and according to the above considerations.

1.6. As the COVID-19 vaccine market and availability are both fragile and highly constrained, it is possible that the indicative quantities provided for in this Cost Estimate may be delayed and/or only partially fulfilled. To the extent this occurs, UNICEF will notify the Government, and the Government will only be responsible for the expenditures associated with the supply that is delivered. To the extent alternative vaccine products are made available to the country or additional quantities of the Vaccine over and above what is quoted in this Cost Estimate are subsequently allocated to the country, by the COVAX Facility allocation process, then a separate Cost Estimate will be issued to the Government for their acceptance, to govern those separate transactions.

1.7. The final delivery date of the Vaccine in the country is subject to the timely approval of the shipment documentation and confirmation of readiness to receive the vaccine in the country (commonly referred to as "Green Light") and satisfaction of the other requirements listed below, prior to the initiation of shipment of the vaccines. It should be noted that to avoid delays, it is recommended that the advanced Pre-advise notification and any green light processes are waived for the Vaccine. As you are probably aware, COVID19 has disrupted supply and international Freight. UNICEF will only be able to confirm delivery lead times and possible transport solutions with our suppliers and freight forwarders, upon allocation and once UNICEF has received full order confirmation (See Paragraph 4).

## 2. Vaccine

Kindly note the following:

- The vaccine will be delivered with the following documents:

- AWB
- Invoice
- Packing list
- National Release Certificate
- Certificate of Analysis
- Certificate of Origin

Any request for additional documentation must be stated prior to any order confirmation, and will be conditional to manufacturer acceptance to provide such documentation, in the current pandemic phase, and will incur additional costs, which will be added to this Cost Estimate. Furthermore, it may delay access to the Vaccine. Any requests for additional documentation will not be accepted after the purchase order has been placed.

Please note that the Vaccine is registered with a limited shelf life pending the generation of additional stability data. Therefore, a maximum shelf life of three months upon arrival should be expected. **For the first deliveries, shelf life of less than three months should be expected.**

## 3. Terms on Liability, Indemnity, and Data Sharing

3.1 Procurement activities shall be undertaken by UNICEF in accordance with the PS MoU. However, given the unique attributes related to the COVID-19 vaccine, the following terms and conditions are included in this Cost Estimate and shall apply.

(a) **Liability:** UNICEF will deliver vaccines which are recommended under the WHO Prequalification program (prequalified or Emergency Use Listing (EUL)) and in accordance with the

COVAX Facility requirements. Accordingly, UNICEF will not assume liability for any claims, complaint, damages, any third-party claims of any kind arising out of or relating to the procurement, distribution and use of the Vaccine under this Cost Estimate, including but not limited to 1) vaccine-related injury, loss, sickness or death arising from administering COVID-19 vaccines, even if the injury or death resulted from side effects that were unavoidable; 2) those arising out of or relating to any defect in the quality or quantity of vaccines; and 3) damages arising from mishandling, cold chain interruption, failure to properly follow manufacturer's directions and warnings or any other reason attributed to lack of the Government to perform its responsibilities. The Government shall be solely responsible for any liability that may arise in connection with: (i) the deployment of the Vaccine in the Country; and (ii) the use, administration, storage, handling, or distribution of the Vaccines allocated and distributed to the Country, and related equipment and supplies after title to such Vaccines, equipment and supplies has passed to the Country.

(b) **Indemnification:** The Government will indemnify, hold harmless and defend, at its own expense, UNICEF, its officials, employees and consultants, from and against all suits, claims, demands, losses and liability of any nature and kind, in connection with any third-party claim or other cause of action arising out of or relating to this Cost Estimate including for quality defects, Adverse Events following Immunization (AEFI), sickness, loss, personal injury and death resulting from the administration of the Vaccine. UNICEF will report any such suits, proceedings, claims, demands, losses or liability to Government within a reasonable period of time after having received actual notice.

(c) **Data sharing:** Under the COVAX Facility, UNICEF is required to share data with Gavi, the Vaccine Alliance, donors and other key COVAX stakeholders, and to publish data. In view of this requirement, the Government agrees to share data and exchange information with UNICEF and for UNICEF to share, publish and report procurement data related to this Cost Estimate including but not limited to purchase orders, COVID-19 vaccine doses, lead times, type of products, and related supply prices, (where permissible subject to supply agreements), freight costs, invoices and other data publicly and without any restriction. UNICEF will be solely responsible for sharing of data, and the Country should not be publishing prices for the Vaccine in this Cost Estimate.

3.2 Please note that in accordance with the PS MoU, the Government is the Consignee and thus responsible for national regulatory approvals of Covid-19 vaccines and issuing necessary waivers, customs clearance (including payment of port charges, taxes and levies) and in country logistics. UNICEF will not be responsible for any costs incurred due to the Government not fulfilling these responsibilities.

3.3 UNICEF through the appointed manufacturer(s) or freight forwarder(s) is responsible for arranging insurance and delivery from manufacturer(s) to designated port of entry, where UNICEF responsibility ends.

#### 4. Order Confirmation

Should you accept this Cost Estimate and wish to procure the supplies through UNICEF the following are required:

- a) Written Acceptance of this Cost Estimate;
- b) Advance payment for the total amount of the Cost Estimate is required by transferring funds within the validity period;
- c) Copy of/evidence that Indemnification and Liability agreement has been entered into between the country and the manufacturer; and
- d) Confirmation that the allocated COVID-19 vaccine is acceptable for importation and use from a regulatory perspective, including import license as applicable.

Procurement by UNICEF will not be initiated until all the above requirements have been met.

Please transfer the indicated funds to the UNICEF Bank Account, quoting the Cost Estimate number in the Payment Reference, as follows:

**By bank wire transfer:**

Beneficiary Name:

United Nations Children's Fund - UNICEF Supply Division

Beneficiary Address:

Oceanvej 10-12  
2150 Nordhavn  
Copenhagen  
Denmark

Name of Bank:

Nordea Danmark, filial of Nordea Bank Abp, Finland  
Bank address: Vesterbrogade 8  
Postboks 850  
0900 Copenhagen C (054)  
Denmark

SWIFT Code: NDEADKKK

IBAN: DK42 2000 5005 8488 56

Registration Code: 2191

Account No: 5005848856

Pay-Through/Intermediary Bank (from or via USA):

Bank of America Merrill Lynch, New York  
222 Broadway,  
10038, New York, NY  
SWIFT: BOFAUS3N  
ABA: 026009593

Please note that failure to quote the Cost Estimate in the Bank Transfer may result in a delay to the procurement.

## **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

The Partner or its nominated consignee should inspect all vaccines upon arrival and not later than 24 hours after arrival into the country. The results of the inspection are documented by the Partner/consignee and communicated to UNICEF in a pre-defined format of a Vaccine Arrival Report (VAR) form, included in each shipment. The VAR is requested to be completed and signed either by paper or by mobile application by the Partner/consignee and provided to UNICEF within 3 working days of the vaccine arrival in country. The UNICEF Country Office can also provide the form and guidance on its completion. The timely submission of the VAR is essential for all vaccine shipments procured through UNICEF to monitor shipments of vaccines to country and enable possible corrective actions and potential initiation of insurance claim procedures if/as needed.

In the case of any damage visible or suspected, the Partner/consignee should notify UNICEF immediately, without delay (within the above VAR time limits), make remarks on the shipping documents and additionally put the carrier on claims notice within the following time limits:

Air: No later than 14 days upon arrival of goods shipment (Ref: Montreal Convention 1999).

Please note that it is critical that the partner inspects and within 24 hours of the receipt of the vaccine and **immediately** reports any obvious defects to the supplier (AstraZeneca) in writing, with a copy to UNICEF. Additionally, as the Vaccine is distributed in the Partner's country, the Partner must report to the Supplier (AstraZeneca) in writing with a copy to UNICEF, not later than 7 calendar days of becoming aware of any latent defects in each consignment and at least 15 calendar days prior to the Vaccine shelf life expiry. The quoted pricing in this Cost Estimate is an estimate and will allow for replacement of such defective goods provided that the final aggregate cost of goods across all COVAX procured doses, including any eligible replacement, does not exceed the quoted price. To the extent, replacement and/or recall costs cause the final price to exceed the quoted price, Gavi has informed UNICEF that such costs would initially be covered by the upfront payment that the Partner has made to Gavi in line with its bilateral commitment agreements with Gavi, as part of its subscription to the COVAX Facility.

## 8. Statement of Account

After all charges have been recorded, UNICEF Supply Division's Procurement Services Accounting Unit will provide the final Statement of Account / Invoice, which will require payment of any balances due within 30 days.

We appreciate the opportunity to provide a Cost Estimate and hope the information is satisfactory. For any further clarification please do not hesitate to contact your focal point Bette Hjulmand at [bhjulmand@unicef.org](mailto:bhjulmand@unicef.org) or [psid@unicef.org](mailto:psid@unicef.org).

Yours sincerely,

*Dorcas Noertoft*

pp Dorcas Noertoft 26-02-2021

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Encl.: Cost Estimate **10023995**