

GOVERNMENT OF THE REPUBLIC OF
SOUTH SUDAN



Standard Request for Quotations

for

Goods

Trial Edition, March 2025

Preface

Procurement of Goods under public financing is carried out in accordance with policies and procedures laid down in the Public Procurement and Disposal of Assets Act, 2018 (hereinafter called PPDA Act 2018) and Public Procurement and Disposal of Assets Regulations, 2024 (hereinafter called PPDA Regulation 2024).

This Standard Request for Quotation (SRfQ) for Goods has been prepared by the South Sudan Public Procurement and Disposal of Assets Authority for use by Procuring Entities (PEs) in the procurement of Goods.

The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in procurement of goods that are financed in whole or in part by Government funds in accordance with the provisions of the PPDA Act 2018 and PPDA Regulations, 2024.

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To obtain further information on procurement under public funding, contact:

Executive Director
South Sudan Public Procurement and Disposal of Assets Authority

Table of Contents

ABBREVIATIONS AND ACRONYMS	1
SECTION I: INVITATION FOR QUOTATIONS	2
SECTION II: SCHEDULE OF REQUIREMENTS AND PRICES	3
SECTION III: INSTRUCTIONS TO BIDDERS	4
SECTION IV: TECHNICAL SPECIFICATIONS	7
SECTION V: LOCAL PURCHASE ORDER (LPO)	8
SECTION VI: GENERAL CONDITIONS OF CONTRACT FOR	11
SECTION VII: SPECIAL CONDITIONS OF CONTRACT FOR LPO	21
SECTION VIII: FORMS	25
SECTION IX: INTEGRITY	36

ABBREVIATIONS AND ACRONYMS

GCC	General Conditions of Contract
ICB	International Competitive Bidding
IFQ	Invitation for Quotation
LPO	Local Purchase Order
NCB	National Competitive Bidding
PE	Procuring Entity
PPDA 2018	Public Procurement and Disposal Act, 2018
PPDA	Public Procurement and Disposal of Public Assets Authority
SCC	Special Conditions of Contract
SSP	South Sudanese Pounds
SRP	Schedule of Requirement and Prices
SIFQ	Standard Invitation for Quotation
TIN	Tax Identification Number
VAT	Value Added Tax

SECTION I: INVITATION FOR QUOTATIONS

[Insert Name of Procuring Entity (PE)]

[Insert Logo]

Quotation No:.....

For

[Insert title or brief description of the goods]

INVITATION FOR QUOTATIONS

Date:

To: [Insert name of Supplier]

1. This Invitation for Quotation follows the General Procurement Notice for this procurement which appeared in the **[insert dates of publication of GPN]**.
2. The Government of South Sudan has set aside funds for the operation of the **[insert the name of the PE]** during the financial year **[insert the year under financing]**. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for which this invitation for quotation is issued.

or

The **[insert name of PE]** has received/has applied for/intends to apply for a **[loan/credit /grant]** from the **[name of financing institution]** towards the cost of **[insert name of project]**, and it intends to apply part of the proceeds of this **[loan/credit/grant]** to cover eligible payments under the contract for which this invitation for quotation is issued.

3. You are hereby invited to submit your price quotation for supplying the goods as described in the Schedule of Requirements and Prices attached in Section II.
4. All quotations in one original plus **[insert number]** copies, properly filled in, and enclosed in plain envelopes marked **[Insert the description of goods to be supplied]** must be delivered to the **[insert physical address, room number, floor, building/plot]**.
5. Deadline for submission will be on **[insert time and date]**. Quotations will be opened promptly thereafter in public and in the presence of Supplier's representatives who choose to attend in the opening at the **[insert the physical address of the place for bid opening]**.
6. Late quotations, portion of quotations, electronic quotations, quotations not received, quotations not opened at the quotation opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

[Insert the title of the Accounting Officer and the name of the PE]

SECTION II: SCHEDULE OF REQUIREMENTS AND PRICES

Schedule of Requirements and Prices

Item	Description of Goods	Units	Quantity	Rate	Amount (SSP.)	Warranty Period (where applicable)
	Total Amount for Supply of Goods excluding VAT					
	Add VAT					
	Total Amount for Supply of Goods (including VAT)					
	Goods to supplied to <i>[insert destination of goods]</i>					

Total Amount in SSD.(in words)	<i>[insert Total Amount for Supply of Goods, excluding VAT]</i>
The delivery period offered is:	<i>[insert number]</i> days/weeks/months from date of LPO

SECTION III: INSTRUCTIONS TO BIDDERS

1. The Supplier shall attach the following to its quotation;
 - 1.1 A duly completed and signed priced offer as per the Schedule of Requirements and Prices attached in Section II.
 - 1.2 A valid Business License.
 - 1.3 A valid VAT and TIN certificate.
 - 1.4 Manufacturer's Authorization Letter.
 - 1.5 A list of performed contracts in the last (*insert period*) years including the names and addresses of the Purchasers for verification.
 - 1.6 A Sample of the goods to be supplied (where applicable) which will remain with the Procuring Entity for validation against the supplied goods.
 - 1.7 Bid Securing Declaration in the Format provided In Section VIII- Forms;
 - 1.8 A duly Notarized Power of Attorney
 - 1.9 Form of Integrity in Section IX dully filled and signed;
 - 1.10 ***[Insert any other documentation required by the PE].***
 - 1.11 Samples;
 - 1.11.1 Where a sample(s) is required by a PE, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, sizes and other details requested in the invitation to bid;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of bids; and
 - (d) evaluated to determine compliance with all characteristics listed in the **Technical Specifications**.
 - 1.11.2 The PE shall retain the sample of the successful bidder. A PE shall reject the bid if the sample-
 - (a) does not conform to all characteristics prescribed in the solicitation documents and
 - (b) are not submitted within the specified time.
 - 1.11.3 Where it is not possible to avoid using a propriety article as a sample, a bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being bid for and that competition shall not thereby be limited to that article only.
 - 1.11.4 Samples made up from materials supplied by a PE shall not be returned to a bidder nor shall a PE be liable for the cost of making them.

- 1.11.5 All samples produced from materials belonging to an unsuccessful bidder which are not claimed by the bidder within a period of thirty (30) days from the date of award of contract shall be the property of the PE and shall dispose them in such a manner as may be directed by the Accounting Officer.
2. Information on technical specifications is attached in Section IV – Technical Specifications
3. Bid price;
 - 3.1 The contract shall be for all quantities as described in **Section II**.
 - 3.2 Corrections, if any shall be made by crossing out, initialing, dating and rewriting.
 - 3.3 All duties, taxes and other levies payable by the Supplier under the contract shall be included in the total price.
 - 3.4 The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 - 3.5 The prices should be quoted in South Sudan Pounds.
4. The Supplier shall complete the Quotation Submission Form which is attached in **Section VIII**. The Quotation Submission Form must be completed without any alterations to its format and no substitute shall be accepted.
5. The payment will be made in South Sudan Pounds.
6. Quotation shall remain valid for a period of not less than *(insert period but shall not be less than 45 days)* days after the deadline for submission.
8. The quotation shall be completed and signed by an authorized representative of the bidder. For this case a duly Notarized Power of Attorney must be submitted together with this quotation.
 In case of a Supplier offering to supply goods that the Supplier itself does not manufacture or otherwise produce, the Supplier must show that they have been duly authorized by the goods' manufacturer to supply the goods in Republic of South Sudan.
9. The Procuring Entity will evaluate and compare the quotations in the following manner:
 - 9.1 Preliminary Examination; to determine substantially responsive quotations i.e. which; are properly signed and conform to the terms and conditions of the invitation for quotations.
 - 9.2 Quotations determined to be substantially responsive will be checked for any arithmetic errors. In case of any arithmetical discrepancy between the unit rate and amount quoted, then the unit rate shall prevail both for the evaluation of quotation and for subsequent contract agreement.
 Comparison of quotations; in evaluating the quotations, the evaluation committee will determine for each quotation the evaluated quotation price by adjusting the quotation prices as follows;
 - (a) making any correction for errors.
 - (b) making appropriate adjustment for any other acceptable variations, deviations or omissions and;
 - (c) making appropriate adjustments to reflect discounts for the award or other price modifications offered.
10. The PE will award the contract to the Supplier whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.

11. The PE reserves the right at the time of contract award to increase or decrease up to fifteen percent (15%) of the quantity of goods to be supplied originally specified in the Schedule of Requirements and Prices without any change in unit price or other terms of conditions and this shall be reflected in the LPO.
12. Notwithstanding the above, the PE reserves the right to accept any quotations and reject all quotations at any time prior to the award of contract.
13. The Procuring Entity reserves the right to reject an Abnormally Low Bid in which the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
 - 13.1 In the event of identification of a potentially Abnormally Low Bid, the Procuring Entity shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
 - 13.2 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Procuring Entity shall reject the Bid.
14. The Supplier whose bid is accepted will be notified for the award of contract by the Procuring Entity prior to expiration of the quotation validity period. ***[The Local Purchase Order (LPO) including all conditions and terms of payments should be furnished to the Supplier with this invitation for quotations]***
15. The bidder have the right to seek for review of procurement decisions in accordance with the provisions of the Public Procurement and Disposal of Assets Act 2018, and the Public Procurement and Disposal of Assets Regulations 2024.

SECTION IV: TECHNICAL SPECIFICATIONS

[Attach Specifications]

SECTION V: LOCAL PURCHASE ORDER (LPO)

[Insert Full Name of Procuring Entity (PE)]

[Logo]

[Insert the Address of the PE]

Local Purchase Order for Procurement of Goods

Quotation No: *[Insert quotation Number]*

[Insert Description of Goods]

[Insert Name and Address of Supplier]

To: ***[Insert Name and Address of Supplier]***

Your quotation reference *[reference number]* dated *[date of quotation]* is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements and Prices against the terms and conditions contained in this Local Purchase Order (LPO). This order is placed subject to the attached Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) for LPO, except where modified by the terms stated below.

TERMS AND CONDITIONS OF THIS LOCAL PURCHASE ORDER:

- 1. Contract Sum:** The Contract Sum is ***[state contract sum in SSP VAT inclusive or exclusive]***.
- 2. Delivery Period:** The goods are to be delivered within ***[insert number]*** days/weeks/months from the date of this LPO.
- 3. Warranty:** The warranty/guarantee period is as indicated in the attached Schedule of Requirements and Prices.

The Supplier shall provide the warranty, as stipulated in the invitation for quotations for goods to be supplied and confirm that if any faults are detected within the warranty period in the supplied/installed goods, the Supplier shall be bound to rectify the fault or replace the goods as the case may be within *[insert number]* days otherwise the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which Purchaser may have against the Supplier under the contract

- 4. Delivery point:** The goods are to be delivered to ***[indicate physical address]***
- 5. Contact Person:** Notices, enquiries and documentation should be addressed to ***[insert name and position of individual]*** at ***[insert address]***
- 6. Payment to Supplier:**

Payment will be made within *[insert number]* days ***[or state alternative agreed payment terms]*** on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:

- An original and two copies of an Invoice;
- A delivery note evidencing dispatch of the goods;
- Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order];
- Electronic Fiscal Device (EFD) receipt; and
- ***[List other documents required e.g. packing lists, certificates, special shipping documents]***

- 7. The following documents form part of this Contract (LPO):**
 - Local Purchase Order (LPO)
 - Letter of Acceptance
 - Quotation Submission Form
 - Special Conditions of Contract for LPO
 - General Conditions of Contract for LPO
 - ***(Attach the standard established specifications , if provided by the Government)***

- [List any other such documents]

SCHEDULE OF REQUIREMENTS AND PRICES

Item No.	Description	Unit of Measure	Quantity	Unit Price SSP.	Total Price SSP.	Warranty Period (Where applicable)
Total Amount in SSP. (including VAT)						

For Purchaser:

Signature:.....

Name:.....

Designation:.....

Date:.....

For Supplier:

Signature:.....

Name:.....

Designation:.....

Date:.....

SECTION VI: GENERAL CONDITIONS OF CONTRACT FOR LOCAL PURCHASE ORDER

1. Definitions

“The Contract” means the agreement entered into between the Purchaser and the Supplier, including all specifications, plans, drawings or other documents and conditions which may be referred to in the Contract.

“The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

“The Goods” means raw materials, products, equipment and other physical objects of every kind and description, whether in solid, liquid or gaseous form, electricity, intangible asset and intellectual property, as well as services incidental to the supply of the goods provided that the value of services does not exceed the value of the goods themselves.

“The Incidental Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

“The Purchaser” means the Procuring Entity purchasing the Goods, as named in the **SCC**.

“The Supplier” means company, corporation, organization, partnership or individual person supplying goods or services, hiring equipment or providing transport services and who is, according to the contract, a potential party or the party to procurement contract with the Purchaser.

2. Eligibility

2.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

2.2 All Goods, Works and Services supplied under the Contract shall have their origin in eligible countries and territories. Eligible countries shall include all member states of the United Nations.

2.3 For purposes of this GCC, “origin” means the place where the Goods were mined, grown, or produced, or from which the Works or Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

	2.4	The origin of Goods is distinct from the nationality of the Supplier.
3. Standards	3.1	The Goods supplied under the Contract shall conform to all standards and requirements mentioned in the technical specifications, plans, drawings, terms of reference or other documentation forming part of the Contract.
4. Use of Contract Documents and Information	4.1	The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	4.2	The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information specified in GCC 4.1, except for purposes of performing the Contract.
	4.3	All documents enumerated in GCC 4.1, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract, if so required by the Purchaser.
5. Patent Rights	5.1	The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods, output of the services, performance of the works, or any part thereof in the Republic of South Sudan
6. Performance Securing Declaration	6.1	Within three (3) days of receipt of the notification of Contract award, the successful Supplier shall furnish to the Purchaser the Performance Securing Declaration in the Format provided in the bidding documents.
	6.2	The Performance Securing Declaration, shall remain in force until the completion of the supply of the goods, and in the event the Supplier failing to supply the goods, the Purchaser, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement and Disposal Authority.
7. Inspections and Tests	7.1	The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost to the Purchaser. The Contract shall specify any inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing or in electronic forms that provide record of the content of communication of the identity of any representatives retained for these purposes.
	7.2	Inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the project site. If conducted on the premises of the Supplier or its

subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 7.3 Should any inspected or tested goods fail to conform to the Specifications, the Purchaser may reject the Goods and the Supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods, Works or Services shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the Purchaser or its representative prior to shipment, installation or other performance in the Republic of South Sudan.
- 7.5 Nothing in GCC 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8. Packing

- 8.1 The Supplier shall provide such packing of Goods as is required to prevent damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 Packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements specified in the SCC and through any subsequent instructions issued by the Purchaser.

9. Delivery and Documents

- 9.1 Delivery of Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and Prices. The details of shipping and/or other documents to be furnished by the Supplier are specified in the **SCC and LPO**.
- 9.2 For purposes of the Contract, "EXW," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 9.3 Documents to be submitted by the Supplier are specified in the SCC and LPO and shall include certificates issued by the Purchaser confirming acceptance of the Goods supplied by the Supplier.

10. Insurance

- 10.1 Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the **SCC**.
- 10.2 Where delivery of Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. The insurance shall be for

- 110 percent of the CIF or CIP value on a “warehouse to warehouse”. All risks basis including War Risks and Strikes.
- 11. Transportation**
- 11.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterm selected as for GCC9.2. No restriction shall be placed on the choice of carrier.
- 11.2 Where the Supplier is required under the Contract to transport Goods to a specified place of destination within the Republic of South Sudan, defined as the Project Site, transport, including insurance and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 12. Incidental Services**
- 12.1 A Supplier may be required to provide any additional services as specified within the LPO
- 13. Spare Parts**
- 13.1 If specified in the SCC, the Supplier may be required to provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier including:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, blueprints, drawings, and specifications of the spare parts, if requested.
- 14. Warranty**
- 14.1 The Supplier warrants that goods and materials supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the **SCC and LPO**. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier, which may develop under normal use of the supplied goods in the conditions prevailing in the Republic of South Sudan.
- 14.2 The Supplier warrants that all Works and Services performed under the contract shall be of the highest professional and technical standards.
- 14.3 Warranties shall remain valid for period specified in the **SCC and LPO** after final acceptance of the Goods by the Purchaser.
- 14.4 The Purchaser shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.

- 14.5 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods, or parts thereof, without costs to the Purchaser.
- 14.6 If the Supplier, having been notified, fails to remedy any defect within the period specified in the **SCC and LPO**, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 15. Payment**
- 15.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the **SCC and LPO**.
- 15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the goods delivered, works completed or services performed, and by documents submitted pursuant to GCC9, and upon fulfillment of other obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case number of days specified in the **SCC and LPO** after submission of an invoice or claim by the Supplier.
- 15.4 Payments shall be made South Sudan Pounds unless otherwise stated in the **SCC and LPO**.
- 16. Prices**
- 16.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid except for any price adjustments authorized in the Contract.
- 17. Change Orders**
- 17.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC31, make changes within the general scope of the Contract in any one or more of the following:
- (a) Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) methods of shipment, packing, construction or performance;
 - (c) the place of delivery; and/or
 - (d) incidental services to be provided by the Supplier.
- 17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this GCC must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments	18.1	Subject to GCC17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
19. Assignment	19.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Purchaser.
20. Sub-contracts	20.1	The Supplier shall notify the Purchaser in writing or in electronic forms that provide record of the content of communication of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract. Subcontracts must comply with the provisions of GCC2.
21. Delays in the Supplier's Performance	21.1	Delivery of goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the SCC .
	21.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods or performance of the Works or Services, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	21.3	Except as provided under GCC24, a delay by the Supplier in the performance of contractual obligations may render the Supplier liable to the imposition of liquidated damages pursuant to GCC 22, unless an extension of time is agreed upon pursuant to GCC 21.2 without the application of liquidated damages
22. Liquidated Damages	22.1	Subject to GCC24 and if stated in the SCC if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the performance, up to a maximum deduction of the percentage specified in the SCC . Once the maximum is reached the Purchaser may terminate the contract pursuant to GCC23.
23. Termination for Default	23.1	The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
	(a)	if the Supplier fails to deliver any or all of the goods or to perform the works or services within the period(s) specified in the Contract, or within any extension

thereof granted by the Purchaser pursuant to GCC 21;
or

- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this GCC:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods, works or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC21, GCC22, and GCC23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this GCC, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative

		means for performance not prevented by the Force Majeure event.
25. Termination for Insolvency	25.1	The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
26. Termination for Convenience	26.1	The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	26.2	Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining goods, the Purchaser may elect: <ul style="list-style-type: none"> (a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed goods, works and services and for materials and parts previously procured by the Supplier.
	26.3	For Works contracts, the Purchaser shall issue a payment certificate for the value of work done, materials ordered, the reasonable costs of removal of equipment and securing the site, and relocation of Supplier's personnel.
	26.4	For Services contracts, the Purchaser shall pay all time-based fees and reimbursable expenses incurred up to the date of termination and for all stage payments due in addition to reasonable costs of removal of equipment and relocation of Supplier's personnel.
27. Settlement of Disputes	27.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within fourteen (14) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation.
	27.2	If, after fourteen (14) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Client or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given

	27.4	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this GCC shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods or performance incidental services under the Contract.
	27.4	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
	27.5	Notwithstanding any reference to arbitration herein, <ul style="list-style-type: none"> (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.
28. Limitation of Liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC 5, <ul style="list-style-type: none"> (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing Language	29.1	The Governing Language of the Contract shall be specified in the SCC .
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of the Republic of South Sudan as specified in the SCC .
31. Notices	31.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in the SCC .
	31.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed both inside and outside of the Republic of South Sudan.
	32.2	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the

contracted goods to the Purchaser or performance of the works or services.

**33. Change of Laws
and
Regulations**

33.1

If after the date invitation to quotations, any law or regulation changed in the Republic of South Sudan (which shall be deemed to include any change in interpretation or application by competent authorities) that subsequently affects the delivery date and/or the contract price, then such delivery date and/or contract price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the contract.

SECTION VII: SPECIAL CONDITIONS OF CONTRACT FOR LPO

The following Special Conditions of Contract (SCC) shall supplement the GCC for LPO. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)	
1.1	The Purchaser is: <i>[Name and address]</i>
1.1	The Supplier is: <i>[Name and address]</i>
1.1	The Project is: <i>[if applicable]</i>
Packing (GCC 8)	
8.2	The Goods shall be packed properly in accordance with standard packing specified by the PE in the Technical Specification.
Delivery and Documents (GCC 9)	
9.1	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> (i.) One original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) original and four copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and four copies of nonnegotiable bill of lading; (iii.) One original plus four copies of the packing list identifying contents of each package; (iv.) insurance certificate; (v.) Manufacturer's or Supplier's warranty certificate; (vi.) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (vii.) certificate of country of origin issued by the chamber of commerce and industry or equivalent authority in the country of origin in duplicate. <p>The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p>

	<i>[Other similar documents should be listed, depending upon the Incoterm retained.]</i>
9.1	<p>For Goods from within the Republic of South Sudan:</p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i.) one original plus four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note, railway receipt, or truck receipt; (iii.) Manufacturer's or Supplier's warranty certificate; (iv.) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and (v.) certificate of country of origin issued by the Chamber of Commerce, Industry and Agriculture or equivalent authority in the country of origin in duplicate. <p><i>[Other similar documents should be listed]</i></p>
Insurance (GCC 10)	
10.1	The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.
Incidental Services (GCC 12)	
12.1	<p>Incidental services to be provided are:</p> <p><i>[Selected services covered under GCC 13 and/or other should be specified with the desired features. The price quoted in the bid or agreed with the selected Supplier shall be included in the Contract Price.]</i></p>
Warranty (GCC 14)	
14.1	<p>The warranty period shall be ____ hours of operation or ____ months from date of acceptance of the Goods or (____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <ul style="list-style-type: none"> (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, <p style="text-align: center;">or</p> <ul style="list-style-type: none"> (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages

	shall be 0.20 per cent per day of undelivered materials/goods value up to the sum equivalent to the amount of ten percent of the contract value.
14.6	The period for correction of defects in the warranty period is:[insert period]
Payment (GCC 15)	
15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in (_____) [currency of the Contract Price] in the following manner:</p> <p>(i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Bidding Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Shipment: ----- percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC 9.</p> <p>(iii) On Acceptance: percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in :[insert the currency] within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p>
	<p>Payment for Goods and Services supplied from within the Republic of South Sudan:</p> <p>Payment for Goods and Services supplied from within the Republic of South Sudan shall be made in South Sudan Pounds, as follows:</p> <p>(i) Advance Payment: percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Bidding Documents or another form acceptable to the Purchaser.</p> <p>(ii) On Delivery: percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC 9.</p>

	(iii) On Acceptance: The remaining percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.
15.3	Rate to be used for paying the Supplier's interest on the late payment made by Purchaser shall be <i>[insert rate]</i> .
Prices (GCC 16)	
16.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC. <i>[To be inserted only if price is subject to adjustment.]</i>
Spare Parts (GCC 17)	
17.1	Additional spare parts requirements are: Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit for goods from abroad.
Liquidated Damages (GCC 22)	
22.1	Applicable rate: <i>[insert rate]</i> Maximum deduction: is equal to the performance security. Note: <i>0.1 to 0.2 percent of the contract value per day of delayed materials or goods, up to a sum equivalent to the amount of the performance guarantee;.</i>
Procedure for Dispute Resolution (GCC 27)	
27.2	Arbitration institution shall be <i>[insert: institution]</i> Place for carrying out Arbitration <i>[insert: full address of the place/location]</i>
Governing Language (GCC 29)	
29.1	The Governing Language shall be:
Applicable Law (GCC 30)	
30.1	The Applicable Law shall be: Laws of the
Notices (GCC 31)	
31.1	i) Purchaser's address for notice purposes: <i>[Insert Purchaser's address]</i> ii) Supplier's address for notice purposes: <i>[insert Supplier's address]</i>

SECTION VIII: FORMS

QUOTATION SUBMISSION FORM

.....[date]

To: [Full address of Procuring Entity (PE)]

We agree to supply the goods specified in the Schedule of Requirement and prices of the *[name and identification number of quotation]* in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* in South Sudan Pounds. We also offer to delivery the said goods within the period ofdays/weeks / months (*delete as necessary*) as specified in the LPO, Special Conditions of Contract and General Conditions of Contract.

This quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We agree to abide by this Bid for the Bid Validity Period specified in **ITB 6**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

We declares that our quoted price did not involve agreement with other bidders for the purpose of bid suppression.

We hereby confirm that this quotation complies with the conditions required by the invitation for quotations.

Authorized Signature:

Name and Title of Signatory:

Date:

Name of Bidder:

Address:

1. Bid Securing Declaration

Date: *[insert **date** (as day, month and year)]*

Bid No.: *[insert **number of bidding process**]*

Alternative No.: *[insert **identification No if this is a Bid for an alternative**]*

To: *[insert **complete name of PE**]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with Procuring Entities, for the period of time to be determined by the Authority, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn or modified our Bid during the period of bid validity specified in the Form of Bid;
- (b) Disagreement to arithmetical correction made to the bid price; or
- (c) having been notified of the acceptance of our Bid by the Procuring Entity during the period of bid validity, (i) failure to sign the contract if required by PE to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the bidding documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert **complete name of person signing the Bid Securing Declaration**]*

Duly authorized to sign the bid for and on behalf of: *[insert **complete name of Bidder**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*
Corporate Seal (where appropriate)

2. Manufacturer's Authorization Form

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Quotation, and subsequently negotiate and sign the Contract with you against Quotation No. *[reference of the Invitation for Quotations]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per GCC 14 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Quotations.

[Signature for and on behalf of Manufacturer]

Note: *This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.*

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the *[insert date, month and year]*, WE the undersigned *[insert name of the company/donor]* of *[insert address of the company/donor]*, by virtue of authority conferred to us by the Board Resolution No. of day of *[insert year]*, do hereby ordain nominate and appoint *[insert name of donee]* of *[insert address of the donee]* to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts, in the execution of bid No. *[insert bid number]* that is to say;

To act for the company and do any other thing or things incidental for *[insert bid Number]* of *[insert description of procurement]* for the *[insert name of the procuring entity]*;

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said *[insert name of the company]* and delivered in the presence of us this *[insert date]* day of *[insert month]* *[insert year]*.

IN WITNESS whereof we have signed this deed on this *[insert date]* day of *[insert month]* *[insert year]* at *[insert region]* for and on behalf of *[insert name of the company]*

SEALED and **DELIVERED** by the
Common Seal of *[insert name of the donor/coy]*
This *[insert date, month and year]*

}

.....
DONOR

BEFORE ME:

.....
COMMISSIONER FOR OATHS

Acknowledgement

I *[insert name of Donee]* doth hereby acknowledge and accept to be Attorney of the said *[insert name of the company/donor]* under the Terms and Conditions contained in this Power of Attorney and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED by the said
[insert name of Donee] Identified to me
by *[insert name]*
The latter being known to me personally
this *[insert date, month and year]*,

}

DONEE

BEFORE ME

Name:.....

Address:.....

Qualification:.....

Signature:.....

COMMISSIONER FOR OATHS

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Bid No: *[insert Bid reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

[insert name]	[insert Bid price]	[insert evaluated price]
---------------	--------------------	--------------------------

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: [insert fax number] **delete if not used**

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: *[insert fax number]* ***delete if not used***

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated *[insert date]* for the supply of *[insert name of the contract and identification number, as given in the SCC]*, for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are requested to furnish the Performance Securing Declaration within three (3) days in accordance with the Conditions of Contract, using for that purpose the of the Performance Securing Declaration Form included herein.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Local Purchase Order

Performance Securing Declaration

Date: *[insert **date** (as day, month and year)]*
Contract No.: *[insert **Contract number**]*

To: *[insert **complete name of Purchaser**]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Supplier of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of three (3) calendar days from the date of the Letter of Acceptance and prior to the signing of the Contract.
2. I/We accept that: I/we will be disqualified from tendering for any procurement contract with any procuring entity in the Republic of South Sudan for the period of time determined by the Public Procurement and Disposal of Assets Authority in accordance with the procedures stipulated in the Public Procurement and Disposal of Assets Act PPDA 2018 and Public Procurement and Disposal of Assets Regulations 2024 if I/We have failed to execute the Contract.

I/We understand that this Performance Securing Declaration shall cease to be valid upon satisfactory performance and final acceptance of the supplied goods by the Purchaser.

Signed: *[insert signature of person whose name and capacity are shown]* in the capacity of *[insert legal capacity of person signing the Performance Securing Declaration]*

Name: *[insert **complete name of person signing the Performance Securing Declaration**]*

Duly authorized to sign the Contract for and on behalf of: *[insert **complete name of Contractor**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*

Corporate Seal (where appropriate)

Bank Guarantee for Advance Payment

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Purchaser]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [reference number of the contract] dated _____ with you, for the Supply of [name of contract and brief description of goods to be supplied] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Supplier, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] () [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier :

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Supplier has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number _____ at _____ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Supplier as indicated in copies of interim payments which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ____ day of ____, 2____, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

SECTION IX: INTEGRITY

UNDERTAKING BY BIDDER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

Each Bidder must submit a statement, as part of the bid documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the tendering company and, where relevant, of its subsidiary in the Republic of South Sudan. If a tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

MEMORANDUM (Format 1)

This company _____ *[name of company]* places importance on competitive tendering taking place on a basis that is free, fair, competitive and not open to abuse. It is pleased to confirm that it will not offer or facilitate, directly or indirectly, any improper inducement or reward to any public officer their relatives or business associates, in connection with its bid, or in the subsequent performance of the contract if it is successful.

This company has an Anti-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects, or contract including agents, consultants, consortium partners, sub-contractors and suppliers. Copies of our Anti-Bribery Policy/Code of Conduct and Compliance Program are attached¹.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

¹Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Bidder. For bids submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme

MEMORANDUM (Format 2)

This company _____ *[name of company]* has issued, for the purposes of this bid, a Compliance Program copy attached² - which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

²Signing of this memorandum is not sufficient if it is not accompanied by the Anti-bribery Policy/Code of Conduct and Compliance programme of the Bidder. For bids submitted by the JVCA each member must submit its Anti-bribery Policy/Code of Conduct and Compliance programme