

GOVERNMENT OF THE REPUBLIC OF  
SOUTH SUDAN



**Standard Invitation  
for Quotation**

**for**

**Non-Consulting Services**

Trial Edition, Nov 2024

# Preface

Procurement of Non-Consulting Services 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 Regulations, 2024).

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

The procedures and practices presented in this document have been developed through broad international experience and are mandatory for use in procurement of non-consulting services 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 of non-consulting services under public financing, contact:

Executive Director  
South Sudan Public Procurement and Disposal of Assets Authority

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## ABBREVIATIONS AND ACRONYMS

<b>GCC</b>	General Conditions of Contract
<b>ICB</b>	International Competitive Bidding
<b>RFQ</b>	Invitation for Quotation
<b>LPO</b>	Local Purchase Order
<b>NCB</b>	National Competitive Bidding
<b>PE</b>	Procuring Entity
<b>PPDA 2018</b>	Public Procurement and Disposal Act, 2018
<b>PPDAA</b>	Public Procurement and Disposal of Assets Authority
<b>SCC</b>	Special Conditions of Contract
<b>SP</b>	Service Provider
<b>SPP</b>	<b>South Sudanese Pounds</b>
<b>SoR</b>	Statement of Requirement
<b>SRFQ</b>	Standard Invitation for Quotation
<b>TIN</b>	Tax Identification Number
<b>VAT</b>	Value Added Tax

## SECTION I: INVITATION FOR QUOTATIONS

**[Insert Name of Procuring Entity (PE)]**

**[Insert logo]**

QUOTATION No: *[Insert quotation number]*

for

THE PROVISION OF NON-CONSULTING SERVICES *[Insert description of services in each lot/package if there are lots or packages]*

### INVITATION FOR QUOTATIONS

Date: .....

To: *[Insert name of Service Provider]*

1. This Request for Quotation (RfQ) follows the General Procurement Notice for the ***[Insert name of the Procuring Entity's (PEs)]*** for the ***[Insert year]*** financial year that appeared in the ***[Insert name of the news paper]*** issue No. ***[Insert issue number]*** of ***[Insert date, month and year of issue]***.
2. The Government of South Sudan has set aside funds for the operation of the ***[Insert name of the PE]*** during the financial year ***[Insert year]***. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for which this RfQ is issued.

OR

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

3. You are hereby invited to submit your priced quotation for the provision of the non-consulting services as described in the Statement of Requirement (SoR) and Prices as detailed in Section II.
4. All quotations in one original plus ***[Insert number of copies]*** copies, properly filled in, and enclosed in plain envelopes marked ***"Quotation No. [Insert quotation number] [Insert lot/package number and description of services to be provided for each lot/package]"***, must be delivered to the address ***[insert physical address, room number, floor, building/plot]***

5. Deadline for submission will be on ***[insert day and date]*** at ***[Insert time]*** hours local time. Quotations will be opened promptly thereafter in public and in the presence of bidders' representatives who choose to attend in the opening at the ***[insert the physical address of the place for quotations opening]***
6. Late, partial and electronic quotations, and 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: STATEMENT OF REQUIREMENTS AND SCHEDULE OF PRICES

1) Lot *[Insert lot number/package number]*: *[Insert description of the specific service]*


S/No	Description of the Service	Unit of measure	Quantity/ Scope	Rate (SPP)	Amount in SPP
1					
2					
3					
4					
5					
<b>Total Amount for the Services excluding VAT</b>					
<b>Add VAT</b>					
<b>Total Amount for the Services including VAT</b>					

2) *[Insert Statement of Requirements for the services to be provided]*

NOTE: *[Specify time of the services, frequency in a day, week or month, quantity, specific places with specific duty].*

*[For the case where there are several lots the PE should do the same for each lot/package as 1 and 2 above.]*

**Note:**

 Bidders are encouraged to visit the site where services will be provided as arranged by the PE.

### SECTION III: INSTRUCTIONS TO BIDDERS

1. The site will be at the *[Insert physical address and location]* and Services should be completed within *[Insert duration of the service]* after the acceptance of the quotation no. *[Insert quotation number]*, for Provision of *[Insert service to be provided]* services *[Insert lot number and description]*.
2. Bidder shall attach the following documents to its quotation:
  - 2.1 A duly completed and signed priced quotation as per the Statement of Requirements and Schedule of Prices;
  - 2.2 A valid Business License;
  - 2.3 A valid VAT and TIN certificate;
  - 2.4 A list of recent performed contracts of similar nature *[insert minimum number of contracts depending on the complexity of the service to be provided]* including the names and addresses of the Clients for verification;
  - 2.5 Bid Securing Declaration;
  - 2.6 A duly Notarized Power of Attorney;
  - 2.7 Form of Integrity in Section IX dully filled and signed; and
  - 2.8 *[insert any other documents deemed necessary by the PE]*.
3. Information on technical specifications and drawings are detailed **Section VII and Section VIII respectively**.
4. Bid price:
  - 4.1 The contract shall be for scope of services as described in **Section II**.
  - 4.2 Corrections, if any shall be made by crossing out, initialing, dating and rewriting.
  - 4.3 All duties, taxes and other levies payable by the **Bidder** under the contract shall be included in the total price.
  - 4.4 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.
  - 4.5 The prices should be quoted in South Sudan Pounds.
5. The Bidder shall complete the Quotation Submission Form which is attached as **Section IX**. The Quotation Submission Form must be completed without any alterations to its format and no substitute shall be accepted.
6. The payment will be made in *[Insert the currency of the payments]*.
7. Quotation shall remain valid for a period of not less than *(PE to insert the period but should not be not less than forty five (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.
9. The Procuring Entity will evaluate and compare the quotations in the following manner:
  - 11.1 Preliminary Examination: to determine substantially responsive quotations i.e. which are properly signed and conform to the terms and conditions and specifications.
  - 11.2 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.
  - 11.3 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:
    - 11.3.1 making any correction for errors;
    - 11.3.2 making appropriate adjustment for any other acceptable variations, deviations or omission; and
    - 11.3.3 making appropriate adjustments to reflect discounts for the award or other price modifications offered.
10. The Procuring Entity will award the contract to the Bidder whose quotation has been determined to be substantially responsive and who has quoted 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 services originally specified in the scope of services for each lot without any change in unit price or other terms of conditions and this shall be reflected in the form of contract.
12. Notwithstanding the above, the Procuring Entity 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 Bidder 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 LPO including all conditions and terms of payments should be furnished to the bidder with this invitation for quotations]***
15. The bidder have the right to seek for review of procurement decisions pursuant to provisions of the Public Procurement and Disposal of Assets Act 2018, and the Public Procurement and Disposal of Assets Regulations 2024.

## SECTION IV: LOCAL PURCHASE ORDER (LPO)

*[Insert Full Name of Procuring Entity (PE)]*

*[Logo]*

*[Insert the Address of the PE]*

# Local Purchase Order for Procurement of Non Consulting Services

**Quotation No:** *[Insert quotation Number]*

*[Insert Description of Services]*

*[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 provide non-consulting services 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 SPP VAT inclusive or exclusive]*.
- 2. Delivery Period:** The services are to be delivered within *[insert number]* days/weeks/months from the date of this LPO.
- 3. Delivery point:** The services are to be executed at *[indicate physical address of the location for execution of services]*
- 4. Contact Person:** Notices, enquiries and documentation should be addressed to *[insert name and position of individual]* at *[insert address]*
- 5. Payment to Service Provider:**

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;
  - Acceptance certificate signed by a responsible person or committee for certifying satisfactory completion of the order/service]; and
  - *[List other documents required]*
- 6.** 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 specifications)*
    - *[List any other such documents]*

## Schedule of Requirements and Prices

Item No.	DESCRIPTION	Unit of Measure	QUANTITY	Unit Price SPP.	Total Price SPP.	Warranty Period (Where applicable)
<b>Total Amount in SPP. (including VAT)</b>						

**For Client:**

Signature:.....

Name:.....

Designation:.....

Date:.....

**For Service Provider:**

Signature:.....

Name:.....

Designation:.....

Date:.....

## SECTION V: GENERAL CONDITIONS OF CONTRACT FOR LPO

1. **Contract Documents**

1.1 The Conditions of Contract and the Specifications form an integral part of the Contract Documents and they are to be read in conjunction with all other documents forming the Contract. In cases where there appears a conflict the priority of the documents shall be as stated in **GCC 6**.
2. **Definitions**

2.1 In these Conditions of Contract the following expressions shall have the meanings assigned to them as hereunder

**The Client** means the Procuring Entity procuring the services as named in the Contract.

**Service Provider** means the person or persons or firm whose quotation has been accepted by the Client.

**Service** means the Service to be provided in accordance with the contract.
3. **Instructions**

3.1 Instructions given by the Client shall be in writing or in electronic forms that provide record of the content of communication. If for any reason such instruction is given orally the Service Provider shall comply with such instruction. Within a period of seven (7) days, the orally given instructions shall be confirmed in writing or in electronic forms that provide record of the content of communication.
4. **Language**

4.1 All notices, instructions, correspondence or any other written documentation concerning the contract shall be specified in the Special Conditions of Contract (**SCC**).
5. **Applicable Law**

5.1 The contract, its meaning, interpretation and execution shall be governed by the laws of the Republic of South Sudan.
6. **Priority of Contract Documents**

6.1 The several documents forming the contract are to be taken as mutually explanatory of one another but in case of discrepancy the priority of the documents shall be as follows:

  - a) Local Purchase Order;
  - b) Letter of Acceptance;
  - c) Quotation Submission Form;
  - d) Special Conditions of Contract;
  - e) General Conditions of Contract;
  - f) Drawings if any;
  - g) Statement of Requirements and Schedule of Prices; and

- h) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
- 7. Execution of the Contract.** 7.1 The Service Provider shall provide all labour, tools, transport, materials and whatever is required for the provision of the services. The Service Provider shall carry out the services in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.
- 8. Sub-contracting** 8.1 The Service Provider shall not sub-contract the whole or part of the work under this contract without prior written approval of the Client. Such approval shall not relieve the Service Provider from any liability or obligation under the contract and the Service Provider shall be responsible for default or negligence of any of the sub-contractor(s).
- 9. Supervision of Services by Service Provider** 9.1 The Service Provider shall execute the services with due diligence and comply with the standard of performance required by the Client so as to meet the specific requirements of quality, quantity and time frame. If at any time the Client observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the Service Provider to correct the situation.
- 10. Inspection** 10.1 The Client or his authorized representative has the right to inspect the services and the Service Provider shall provide reasonable assistance for the same as and when required by the Client.
- 11. Rejected Services** 11.1 Services not in compliance with the requirements of the contract will be rejected. On the instruction of the Client, the Service Provider shall at his own cost correct or re-execute such rejected Services to the full satisfaction of the Client.
- 12. Performance Securing Declaration** 12.1 Within three (3) days of receipt of the notification of Contract award, the successful Service Provider shall furnish to the Client the Performance Securing Declaration in the Format provided in the bidding documents.
- 12.2 The Performance Securing Declaration, shall remain in force until the completion of the execution of the services, and in the event the Service Provider failing to offer the services, the Client, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement and Disposal Authority.
- 13. Insurances** 13.1 The Service Provider shall provide, in the joint names of the Client and the Service Provider, insurance cover for loss, or damage, theft and other related situation to Client's office, equipment, plant, and materials that may be caused by negligence of the staff of the Service Provider. The Service Provider shall also provide insurance cover for compensation of personal injury or death of the employee of the Service Provider while they are at work.

- 14. Liabilities of the Service Provider** 14.1 The Service Provider shall keep the Client harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Client against any liability arising under the Employment and Workmen's Compensation ordinances or similar laws.
- 15. Force Majeure** 15.1 Neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.
- 15.2 Notwithstanding the provisions of GCC 22 and 23, the Service Provider shall not be liable for 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.
- 15.3 For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent.
- 15.4 If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delay the Affected Party from performing its obligations under the Contract. The Notice shall be given within fourteen (14) days after the Affected Party becomes aware, or should have become aware, of the relevant event or circumstances constituting Force Majeure;
- 15.5 Upon completion of the event of Force Majeure and issuance Notice pursuant to GCC 14.4, the Affected Party must, as soon as reasonably practicable recommends the performance of its obligations under the contract. Where the Affected Party is the Service Provider, the Service Provider must provide a revised Program rescheduling the service to minimise the effect of the prevention or delay caused by the event of Force Majeure.



- 15.6 In the event of any loss or damage happening from any operation of the forces of nature against which the parties to the contract could not reasonably have foreseen, such a loss or damage shall be borne by both the Client and the Service Provider.
- 16. Quality of Service and Workmanship** 16.1 All services and workmanship shall be of the respective kind and quality as provided for in the contract and in accordance with the Clients instructions and subjected to such tests as the Client may require.
- 17. Access to Materials** 17.1 The Service Provider shall identify all sources of materials required for services prior to the commencement of the services. The Client shall where required facilitate access to such sources. The Service Provider shall not use materials designed under this contract without prior written authorization of the Client.
- 18. Exit of Site** 18.1 Upon completion of the services the Service Provider shall remove from the site all equipment, tools, surplus materials, and rubbish and shall have the site clean and in a condition satisfactory to the Client.
- 19. Health and Safety and Protection of the Environment.** 19.1 The Service Provider shall through the contract period have full regard for the health and safety of the working zone and all persons entitled to be on the site and to keep the site in an orderly state to avoid any danger to such persons.
- 19.2 The Service Provider shall comply with all the existing environmental requirements and regulations as stipulated by the Government of South Sudan.
- 20. Commencement and Completion of Service.** 20.2 The Service Provider shall commence and complete the services within the time specified in the SCC or within an extended contract period if such extended time is allowed by the Client.
- 21. Variation** 21.1 The Client may make any variation of the form, quality or quantity of the services and he shall have the authority to instruct the Service Provider accordingly. Such variation(s) shall be through a Variation Order to the Contract. The Client shall determine the amount (if any) which in his opinion should be added to or deducted from the sum named in the contract in respect of any extra or additional services done or services omitted by such order. The amount so determined shall be based on the quotation unit rates or in case no unit rate is applicable, such other rate as will be determined by the Client and agreed by the Service Provider
- 22. Payments** 22.1 **Advance Payment:** An advance payment of the percentage specified in the SCC of contract value may be provided upon submission of acceptable collateral as specified in the SCC. This advance payment will

be deducted in equal installments against each bill submitted by the Service Provider, and shall be wholly recovered.

- 22.2 **Interim Payments:** Payments will be made to the Service Provider monthly after submission of an Invoice if the service provided is in compliance with the terms of the contract. The amount due to the Service Provider under any Invoice shall be paid by the Client to the Services Provider within the time specified in the SCC after submission of Invoice by the Service Provider.
- 22.3 **Final Payment:** The Final Invoice shall be effected within twenty eight (28) working days after the date of submission to Client, provided that all services, corrections and repairs, if any, have been executed to the satisfaction of the Client.
- 22.4 **Delayed Payments:** If the Client fails to make payment within the time stated, the Client shall pay to the Service Provider interest at the rate stated in the SCC.
- 22.5 **Deductions to Payments:** The Client shall be entitled to deduct any sums, advances or debts recoverable from the Service Provider to the Client from any sums payable by the Client to the Service Provider under this contract provided that this provision shall not affect any other remedy by action at law or otherwise by which the Client may be entitled to the recovery of any such moneys.
- 22.6 **Payment to Service Provider's Staff and Workmen:** In case of failure of payment of wages or any other compensation due to staff and workmen and/or rental fees for equipment/ vehicle hire and material under this contract the Client shall be entitled to withhold payments from the Service Provider. The Client shall make use of such withheld payments to pay the Service Provider's workmen, their wages or other compensation and/or outstanding rental fees and such payments shall be treated as the payment received from the Client by the Service Provider under this contract.

**23. Liquidated Damages**

- 23.1 If the Service Provider fails to perform the services within the time stated in the contract or within any extended time allowed for by the Client the Service Provider shall pay to the Client as Liquidated Damages at a rate of 0.1% of the Contract price per day to a maximum of 10% of contract price.

**24. Settlement of Disputes**

- 24.1 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.

- 24.2 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.
- 24.4 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 rendering the services under the Contract.
- 24.5 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.
- 24.6 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Client shall pay the Service Provider any monies due the Service Provider.
- 25. Termination of Contract**
- 25.1 If the Service Provider fails to commence the services within the specified time or there are reasons to believe that he may not complete the services within the specified time or there are delays beyond the completion date or he fails to comply with any one of the contract conditions or he pays no attention to the instructions issued by the Client or he becomes bankrupt, the Client shall be entitled to terminate the contract and engage a new Service Provider to provide the Service.
- 25.2 If the Client fails to pay the Service Provider within 60 days of the date of the submission of claim by the Service Provider, the Service Provider may terminate the contract
- 25.3 If the Client determines, based on the reasonable evidence that the Service Provider has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices in competing for or in executing the Contract shall terminate the contract.
- 25.4 Notwithstanding the above, the Client may terminate the Contract for convenience.
- 25.5 If the Contract is terminated, the Service Provider shall stop execution of the services immediately, make the premises where services were being carried out safe and secure, and leave the premises as soon as reasonably possible.

- 26. Payment if Contract Terminated**
- 26.1 If the contract is terminated, the Service Provider shall be paid by the Client, in so far as such amounts or items shall not have already been covered by payments on account made to the Service Provider, for all service provided prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Client under this GCC the Client shall be entitled to be credited with any outstanding balances due from the Service Provider for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the Client to the Service Provider in respect of the provision of the services.
- 27. Assignment**
- 27.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Client.
- 28. Notices**
- 28.1 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 Local Purchase Order (LPO).
- 28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 29. Change of Laws and Regulations**
- 29.1 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 duration of the contract and/or the contract price, then such duration and/or contract price shall be correspondingly increased or decreased, to the extent that the Service Provider has thereby been affected in the performance of any of its obligations under the contract.

## SECTION V: SPECIAL CONDITIONS OF CONTRACT FOR LPO

The following specific data for the Non-Consultant Services to be procured shall complement, supplement, or amend the provisions in the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions in the Special Conditions of Contract (**SCC**) shall prevail over those in the GCC.

<b>GCC No.</b>	<b>Amendments of, and Supplement to, Clauses in the General Conditions of Contract</b>
<b>4.0</b>	Language of the Contract: <i>[specify language to be used]</i>
<b>20.0</b>	Contract start date: <i>[Insert time in week or month]</i> after date of signing the contract
<b>20.0</b>	Time for completion is <i>[Insert time in years or months]</i> from the contract start date.
<b>22.1</b>	Advance payment (if applicable) is <i>[Insert percentage up to a maximum of 20%]</i> of contract price.  Acceptable collateral shall be in the form of irrevocable bank guarantee from a reputable Bank of the same amount.
<b>22.2</b>	The amount due to the <b>Service Provider</b> under any Invoice shall be paid by the Client to the Services Provider within <i>[insert period]</i> after submission of Invoice by the <b>Service Provider</b> .
<b>22.4</b>	If the Client fails to make payment within <i>[insert period]</i> the Client shall pay to the <b>Service Provider</b> interest at the rate <i>[insert rate of interest]</i>
<b>24.5</b>	Arbitration institution shall be <i>[insert institution]</i>  Place for carrying out Arbitration <i>[insert full address of the place/location]</i>

## **SECTION VII: TECHNICAL SPECIFICATIONS**

*(Insert specifications if not the same as in the Description of services)*

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## **SECTION VIII: DRAWINGS**

(Insert DRAWINGS if any)

## SECTION IX: FORMS

*[insert letterhead paper of the Bidder full postal address, and telephone, facsimile and telex numbers and cable address]*

### QUOTATION SUBMISSION FORM

.....[date]

To: *[insert full address of Procuring Entity (PE)]*

We offer to provide the *[insert description of service and Quotation No.]* in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of *[insert amount in words, figures and currency]*.

We also offer to complete the said services within a period of *[insert period]* that includes mobilization period.

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 Quotation for the Validity Period specified in ITB 7, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating in more than one Quotation in this process, other than alternative offers in accordance with the Quotation 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: .....

Name of Bidder: .....

## 2. 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 Procuring Entity (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 the Procuring Entity 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) fail to sign the contract if required by Procuring Entity 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)



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## STANDARD POWER OF ATTORNEY

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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**

*[Insert logo]*

## 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

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<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)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[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) Working 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 Working Days deadline, we will provide the debriefing within five (5) Working 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) Working 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) Working 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]*

**PE :** *[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

..... [date]

To: [name and address of the Service Provider]

This is to notify you that your quotation dated [insert date] for provision of the [insert description of service and quotation number, as given in the quotation documents] for the Contract Price of [insert amount in words, figures and currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

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 Client: .....

**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 Client**]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the Contractor of its obligations under the Contract, I/we shall submit this form of Performance Securing Declaration within a maximum period of fourteen (14) 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 Act PPDA 2018 and Public Procurement Regulations 2022 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 executed services by the Client.

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 Service Provider**]*

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 Service Provider]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Service Provider] (hereinafter called "the Service Provider") has entered into Contract No. [reference number of the contract] dated \_\_\_\_\_ with you, for the Supply of [name of contract and brief description of services to be executed] (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 Service Provider, 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 Service Provider is in breach of its obligation under the Contract because the Service Provider :

- (a) has used the advance payment for purposes other than towards the execution of the services; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Service Provider 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 Service Provider 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 Service Provider 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 X: 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 attached<sup>1</sup>.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

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<sup>1</sup>Signing 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 attached<sup>2</sup> - 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: \_\_\_\_\_

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<sup>2</sup>Signing 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