

GOVERNMENT OF THE REPUBLIC OF
SOUTH SUDAN



GENERAL CONDITIONS OF CONTRACT

for

**Procurement of Non-Consulting
Services by Quotations**

Trial Edition, Nov 2024

Preface

The General Conditions of Contract for procurement of goods is part of the Standard Request for Quotation (SRfQ) prepared by the Public Procurement and Disposal of Assets Authority (PPDAA) for use by Procuring Entities (PEs) in the Republic of South Sudan in the procurement of non-consulting services obtained through Request for Quotation for Procurement of non-consulting services.

The General Conditions of Contract presented in this document have been developed through broad national and purchase of goods that are financed in whole or in part by public funds, and whose service provider has been obtained 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.

This General Conditions of Contract is issued as a trial edition for a period of one year. During this period all those using this document are welcome to share your experiences, and challenges experienced in the use of this document. These will be used to improve the document and issue it as a final Bidding Document after the expiry of the trial period.

To obtain further information on the use of these General Conditions of Contract, contact

The Executive Director
South Sudan Public Procurement and Disposal of Assets Authority

GENERAL CONDITIONS OF CONTRACT FOR LPO FOR NON-CONSULTING SERVICES

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| 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 | <p>2.1 In these Conditions of Contract the following expressions shall have the meanings assigned to them as hereunder</p> <p>The Client means the Procuring Entity procuring the services as named in the Contract.</p> <p>Service Provider means the person or persons or firm whose quotation has been accepted by the Client.</p> <p>Service means the Service to be provided in accordance with the contract.</p> |
| 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 | <p>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:</p> <ul style="list-style-type: none">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.