

GOVERNMENT OF THE REPUBLIC OF
SOUTH SUDAN



**Standard Request
for Quotations**

for

Minor Works

Preface

Procurement for works 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 Quotation for Minor Works has been prepared by the South Sudan Public Procurement and Disposal of Assets Authority for use by Procuring Entities (PEs) in the procurement of minor works through quotations.

The procedures and practices presented in this document have been developed through broad international experience and are mandatory for use in public projects 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.

.

To obtain further information on procurement under public financed projects, contact:

Executive Director
South Sudan Public Procurement and Disposal of Assets Authority

TABLE OF CONTENTS

ABBREVIATIONS AND ACRONYMS	3
SECTION I: INVITATION FOR QUOTATIONS	4
SECTION II: BILL OF QUANTITIES (BoQs)	5
SECTION III: INSTRUCTIONS TO BIDDERS	7
SECTION IV: LOCAL PURCHASE ORDER (LPO)	9
SECTION V: GENERAL CONDITIONS OF CONTRACT FOR LPO	12
SECTION VI: SPECIAL CONDITIONS OF CONTRACT FOR LPO	21
SECTION VII: SPECIFICATIONS	26
SECTION IX: FORMS	27

ABBREVIATIONS AND ACRONYMS

BOQ	Bill of Quantities
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
PPDAA	Public Procurement and Disposal of Assets Authority
SCC	Special Conditions of Contract
SSP	South Sudanese Pounds
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 works]

INVITATION FOR QUOTATIONS

Date:

To: **[Insert name of Contractor]**

1. 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.

2. You are hereby invited to submit your price quotation for executing the works as described in the Bills of Quantities (BoQs) as shown in **Section II**
3. All quotations in one original, properly filled in, and enclosed in plain envelopes marked **[Insert the description of works to be executed]** must be delivered to the address **[insert physical address, room number, floor, building/plot]**.
4. The deadline for submission of quotations is **[insert time and date]**. Quotations will be opened promptly thereafter in public and in the presence of Bidder's representatives who choose to attend in the opening at the **[insert the physical address of the place for bid opening]**.
5. 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 title of the Accounting Officer and Name of the PE]

SECTION II: BILL OF QUANTITIES (BoQs)

Bill No. 1: Preliminary and General Costs

Item	Activity Name	Units	Quantity	Rate	Amount
Total for Bill No. 1 (carried forward to Summary)					

Bill No. 2: Main Works Item

Item	Description of Works	Units	Quantity	Rate	Amount
Total for Bill No. 2 (carried forward to Summary)					

Bill No. 3: Schedule of Dayworks Rate: Labour*(If applicable)*

Item	Description	Unit	Nominal Quantity	Rate	Amount
	Skilled Labour	hour			
	Unskilled	hour			

	Foreman	hour			
	-etc.-	hour			
		hour			
Total for Bill No. 3 [Labour] (carried forward to Summary)					

Bill No. 3: Schedule of Dayworks Rate: Materials (If applicable)

Item	Description	Units	Nominal Quantity	Rate	Amount
	Cement, ordinary Portland	T			
	Mild steel	T			
	Fine Aggregate	M ³			
	-etc.-				
Total for Bill No. 3 [Materials] (carried forward to Summary)					

Bill No. 3: Schedule of Dayworks Rate: Contractor's Equipment (If applicable)

Item	Description	Units	Nominal Quantity	Rate	Amount
	Grader	Hr			
	Excavator	Hr			
	Concrete Mixer	Hr			
	-etc.-				
Total for Bill No. 3 [Equipment] (carried forward to Summary)					

Dayworks Summary (If applicable)

	Amount
1. Total for Daywork: Labour	
2. Total for Daywork: Materials	
3. Total for Contractor's Equipment	
Total for Daywork (carried forward to Summary)	

GRAND SUMMARY

General Summary	Amount
Bill No.1: Preliminary and General Cost	
Bill No.2: Main Works Item	
Bill No.3: Total for Dayworks	
GRAND TOTAL	

SECTION III: INSTRUCTIONS TO BIDDERS

1. The site will be *[insert the location of the site]* and works should be completed *[insert number]* days/months after acceptance of quotation.
2. The Bidder shall attach the following documents to its quotation;
 - 2.1 A duly completed and signed priced offer as per the Bills of Quantities (BoQ).
 - 2.2 A valid Business License.
 - 2.3 A valid VAT and TIN certificate.
 - 2.4 A list of performed contracts in the last *(insert period)* years of similar nature including the names and addresses of the Employers for verification
 - 2.5 Bid Securing Declaration in the Format provided In Section IX- Forms
 - 2.6 A duly Notarized Power of Attorney;
 - 2.7 Form of Integrity in Section X dully filled and signed; and.
 - 2.8 *[Insert any other documentation required by the PE]*.
3. Information on technical specifications and drawings are in Section VII and VIII.
4. Bid price;
 - 4.1 The contract shall be for all quantities 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 Contractor 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 in 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 South Sudan Pounds (SSP.).
7. 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.
9. The PE will evaluate and compare the quotations in the following manner:
 - 10.1 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.

- 10.2 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.
- 10.3 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;
- (a) making any correction for errors, excluding provisional sums and the provisions, if any, contingencies in the BoQ, but including Dayworks, where priced competitively,
 - (b) making appropriate adjustment for any other acceptable variations, deviations or omission and;
 - (c) making appropriate adjustments to reflect discounts for the award or other price modifications offered.
11. The PE will award the contract to the Bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
12. The PE reserves the right at the time of contract award to increase or decrease up to fifteen percent (15%) of the quantity of works originally specified in the Bill of Quantities without any change in unit price or other terms of conditions and this shall be reflected in the form of contract.
13. 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.
14. 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.
- 14.1 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.
- 14.2 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.
15. The Bidder whose bid is accepted will be notified for the award of contract by the PE prior to expiration of the quotation validity period. ***[The LPO including all conditions and terms of payments should be furnished to the Contractor with this invitation for quotations]***
16. 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: LOCAL PURCHASE ORDER (LPO)

LOCAL PURCHASE ORDER (LPO)

[Insert Full Name of Procuring Entity (PE)]

[Logo]

[Insert the Address of the PE]

Local Purchase Order for Procurement of Minor Works

Quotation No: *[Insert quotation Number]*

[Insert Description of Works]

[Insert Name and Address of Contractor]

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

Your quotation reference *[reference number]* dated *[date of quotation]* is accepted and you are required to execute the works as detailed on the attached Bills of Quantities (BOQ) 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. Completion Date:** The works are to be completed within *[insert number]* days/weeks/months from the date of this LPO.
- 3. Defect Liability Period:** The defect liability period is as indicated in the Special Conditions of Contract for this LPO.
- 4. Site Location:** The works will be carried out at *[insert location]* and is defined in drawings No: *[insert numbers if any]*
- 5. Contact Person:** Notices, enquiries and documentation should be addressed to *[insert name and position of individual]* at *[insert address]*
- 6. Payment to Contractor:**

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 work];
- Electronic Fiscal Device (EFD) receipt; and
- *[List other documents required]*

7. The following documents form part of this Contract (LPO):

- Local Purchase Order (LPO)
- Letter of Acceptance
- Quotation Submission Form
- Bills of Quantities (BOQ)
- 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]*

8. Scope of Works and Prices *[insert activities to be performed and their prices as indicated in the General Summary of BoQs]*

For the Employer	For the Contractor
Signature:.....	Signature:.....
Name:.....	Name:.....
Designation:.....	Designation:.....
Date:.....	Date:.....

SECTION V: GENERAL CONDITIONS OF CONTRACT FOR LPO

GENERAL

1. Definitions

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

The **Adjudicator** is the person named in the Special Conditions of Contract (SCC), to resolve contractual disputes in the first instance if they arise, and as provided for in GCC 25.1

The **Arbitrator** is the person appointed by the appointing authority specified in the SCC, to resolve contractual disputes, and as provided for in GCC 25.4.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

The **Commencement Date** is the date when the Contractor shall commence execution of the Works as specified in the **Certificate of Contract Commencement**. The Commencement Date may be revised by the Project Manager in consultation with the employer by issuing an extension of time

The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 20.

The **Contract** is the Contract entered between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3.

The **Contractor** is a person whether natural or legal whose Bid to carry out the Works has been accepted by the Employer.

The **Employer** is the person named as employer in the **SCC** and the legal successors in title to this person.

The **Project Manager** is the person named in the **SCC** (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.

A **Subcontractor** is a person whether natural or legal who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Works means the works to be executed in accordance with the contract.

A **Defect** is any part of the Works not completed in accordance with the Contract.

Effective Contract date is the date shown in the Certificate of Contract Commencement issued by the Employer upon fulfillment of the conditions precedent stipulated in GCC 3.

The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.

The **Defects Liability Period** is the period named in the **SCC** and calculated from the Completion Date.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the **SCC**.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
- 2.2 If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Local Purchase Order (LPO),
 - b) Letter of Acceptance,
 - c) Quotation Submission Form
 - d) Special Conditions of Contract for LPO,
 - e) General Conditions of Contract for LPO,
 - f) Specifications,
 - g) Drawings,
 - h) Priced Bill of Quantities,
 - i) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the **SCC**.

4. Project Manager's role

- 4.1 Except where otherwise specifically stated, the Project Manager will supervise execution of the contract between the Employer and the

Contractor. The Project Manager shall have no authority to amend the contract.

- 5. Communications** 5.1 Communications between the Parties to the Contract shall be effective only when in writing whether in hard or electronic form that provides record of the content of the communication. A notice shall be effective only when it is delivered at the address specified in the **SCC**.

GENERAL OBLIGATIONS

- 6. Execution of Works** 6.1 The Contractor shall supply all labour, tools, plant, transport, materials and whatever is required for the completion of the works including water and power supply. He shall carry out the works in accordance with the requirements of the contract documents, and such additional instructions as may be issued from time to time.
- 7. Adverse Physical Conditions** 7.1 If during the execution of the works, the Contractor encounters adverse physical conditions other than climatic conditions which were not reasonably foreseeable by the Contractor; the Project Manager in consultation with the Employer shall determine any extension of time to which the Contractor is entitled.
- 8. Sub-contracting** 8.1 The Contractor may subcontract with the approval of the Project Manager, subject to consultation with the Employer. Subcontracting shall not alter the Contractor's obligations.
- 9. Supervision of Works by Contractor** 9.1 The Contractor shall execute the works with due diligence and comply with the established standard specifications required by the Project Manager so as to meet the specific requirements of quality, quantity and time frame. If at any time the Project Manager observes laxity or serious departures from set norms, appropriate action(s) shall be taken by the Contractor to correct the situation.
- 10. Inspection** 10.1 The Project Manager or his authorized representative has the right to inspect the works to see if it complies with the established standard specifications issued by the Employer and the Contractor shall provide reasonable assistance for the same as and when required by the Project Manager.
- 11. Rejected Works** 11.1 Works not in compliance with the requirements of the established standard specifications stipulated in the contract will be rejected. On the instruction of the Project Manager, the Contractor shall at his own cost repair or correct or re-execute such rejected work to the full satisfaction of the Project Manager.
- 12. Insurances** 12.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period in the amounts and deductibles stated in the **SCC** for the following events which are due to the Contractor's risks; loss or damage to Contractors equipment and plant, Materials and for compensation of personal injury or death.
- 12.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval

before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

12.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

12.4 Alterations to the terms of insurance shall not be made without the approval of the Project Manager.

12.5 Both parties shall comply with any conditions of the insurance policies.

13. Liabilities of the Contractor

13.1 The Contractor shall keep the Employer harmless against all claims arising from loss or damage to third parties. He shall fully indemnify the Employer against any liability arising under the Employment and Workmen's Compensation Ordinances.

14. Performance Securing Declaration

14.1 Within three (3) days of receipt of the notification of Contract award, the successful Contractor shall furnish to the Employer the Performance Securing Declaration in the Format provided in the bidding documents.

14.2 The Performance Securing Declaration, shall remain in force until the completion of the works, and in the event the Contractor failing to complete the works, the Employer, following the termination of the contract, shall initiate the blacklisting process with the Public Procurement and Disposal Authority.

15. Force Majeure

15.1 Notwithstanding the provisions of GCC 24 and 26, the Contractor 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.

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

15.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer 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 Employer in writing or in electronic forms that provide record of the content of communication, the Contractor 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.
	15.4 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, the Contractor shall rectify the loss or damage. The Employer shall determine an addition to the contract price and may consider an extension of the contract period.
16. Quality of Materials and Workmanship	16.1 All materials and workmanship shall be of the respective kind and quality as provided for in the contract and in accordance with the Project Manager's instructions and subjected to such tests as the Project Manager may require. The Contractor shall provide, free of charge, all assistance necessary for material testing and shall be responsible for meeting all costs of required testing.
17. Access to Materials	17.1 The Contractor shall identify all sources of materials required for works prior to the commencement of the works. The Employer shall where required facilitate access to such sources. The Contractor shall not use materials without prior written authorization of the Project Manager.
18. Clearance of Site	18.1 Upon completion of the works the Contractor shall remove from the site all equipment, tools, surplus materials, rubbish and temporary works and shall have the site clean and in a condition satisfactory to the Project Manager.
19. Health and Safety and Protection of the Environment.	<p>19.1 The Contractor 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.</p> <p>19.2 The Contractor shall comply with all the existing environmental requirements and regulations as stipulated by the Government of South Sudan.</p>
20. Commencement and Completion of Work.	20.1 The Contractor shall commence and complete the works within the time specified in the SCC or within an extended contract period if such extended time is allowed by the Employer.
21. Variation	<p>21.1 Upon the approval of the Employer, the Project Manager may make any variation of the form, quality or quantity of the works and he shall have the authority to instruct the Contractor accordingly. Such variation(s) shall be through a Variation Order to the Contract.</p> <p>21.2 The Project Manager 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 work done or work omitted by such order. The amount so determined shall be based on the Bid unit rates or in case no unit rate is applicable, such other rate as will be determined by the Project Manager and agreed upon between the Employer and the Contractor and approved by the Employer.</p>

22. Quantities

- 22.1 The quantities set out in the Bill of Quantities are the estimated quantities for the works and they are not to be taken as the actual and correct quantities to be executed by the Contractor.
- 22.2 The Project Manager shall determine by measurement the value of the actual works and he shall certify payment for the works in compliance with such measurement at the contractually stipulated unit cost.
- 22.3 A contract amendment for additional quantities of the same items shall use the same or lower unit prices as the original contract.
- 22.4 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager or Project Manager shall adjust the rate to allow for the change after consultation with and approval by the Employer.
- 22.5 Upon approval of the employer, the Project Manager or Project Manager shall adjust rates from changes in quantities if thereby the Initial Contract Price is not exceeded by more than 15 percent. If the change is exceeded by 15 percent, the approval should be sought from the relevant authority of the Employer.

23. Payments

- 23.1 Advance Payment: An advance payment of up to **25%** of contract value **may** be provided if so specified in the **SCC** upon submission of acceptable collateral. This advance payment will be deducted in equal installments against each bill submitted by the Contractor, and shall be wholly recovered.
- 23.2 Interim Payments: Payments will be made to the Contractor through interim certificates if the completed works are in compliance with the terms of the contract. With each interim certificate, retention money of **amount stated in the SCC** will be withheld up to a maximum of 10% of contract price. Such retention money will be released together with the final payment certificate. The amount due to the Contractor under any Interim Certificate shall be paid by the Employer to the Contractor within **14 working days** after approval of the interim certificate by the Project Manager.
- 23.3 Final Payment: The Final payment certificate shall be effected within **28** working days after the date such document has been approved by the Employer, provided that all works, corrections and repairs, if any, have been executed to the satisfaction of the Project Manager.
- 23.4 Delayed Payments: If the Employer fails to make payment within the time stated the Employer shall pay to the Contractor interest at the rate stated in the **SCC**.
- 23.5 Deductions to Payments: The Employer shall be entitled to deduct any sums, advances or debts recoverable from the Contractor to the Employer from any sums payable by the Employer to the Contractor

under this contract or any other contract provided always that this provision shall not effect any other remedy by action at law or otherwise by which the Employer may be entitled to the recovery of any such moneys.

23.6 Payment to Workmen: In case of failure of payment of wages or any other compensation due to the workmen and/or rental fees for plant/ equipment/ vehicle hire and material under this contract the Employer shall be entitled to withhold payments from the Contractor. The Employer shall make use of such withheld payments to pay the Contractor's workmen, their wages or other compensation and/or outstanding rental fees and such payments shall be treated as the payment received from the Employer by the Contractor under this contract.

24. Liquidated Damages

24.1 If the Contractor fails to perform the works within the time stated in the contract or within any extended time allowed for by the Employer the Contractor shall pay to the Employer as Liquidated Damages at a rate **stated in the SCC** of the Contract value per day up to a sum of equivalent to the amount of the performance guarantee.

25. Settlement of Disputes

25.1 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 twenty eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an adjudicator named in the SCC.

25.2 The Adjudicator stated in the SCC shall give a decision in writing or in electronic forms that provide record of the content of communication within twenty eight (28) days of receipt of a notification of a dispute.

25.3 If either Party is dissatisfied with the Adjudicator's decision may, within days specified in the SCC refer the dispute for arbitration. If either party within the period mentioned in the SCC has not referred the matter for arbitration the decision shall become final and binding to the Parties.

25.4 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.

25.5 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the **SCC**.

25.6 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Client shall pay the **Contractor** any monies due.

- 25.7 The rate of the Adjudicator's fee and administrative costs of adjudication shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting adjudication to its finality each party shall bear its costs and expenses incurred.
- 25.8 Should the Adjudicator resign or die, or should the Client and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be appointed by the Appointing Authority.
- 26 Termination of Contract**
- 26.1 If the Contractor fails to commence the works within the specified time or there are reasons to believe that he may not complete the works 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 Project Manager or he becomes bankrupt, the Employer shall be entitled to terminate the contract and engage a new Contractor to carry out the works.
- 26.2 If the Employer fails to pay the Contractor within 60 days of the date of the Project Manager's certificate, the Contractor may terminate the contract
- 26.3 If the Client determines, based on the reasonable evidence that the Contractor has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices in competing for or in executing the Contract shall terminate the contract.
- 26.4 Notwithstanding the above, the Client may terminate the Contract for convenience.
- 26.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 27 Payment if Contract Terminated**
- 27.1 If the contract shall be terminated, the Contractor shall be paid by the Employer, in so far as such amounts or items shall not have already been covered by payments on account made to the contractor, for all work executed prior to the date of termination at the rates and prices provided in the contract. Provided always that against any payments due from the Employer under this GCC the Employer shall be entitled to be credited with any outstanding balances due from the contractor for advances in respect of plant/equipment/vehicles and materials and any sum previously paid by the employer to the contractor in respect of the execution of the works.
- 28 Assignment**
- 28.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the prior written consent of the Employer.
- 29 Notices**
- 29.1 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.

29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

30 Change of Laws and Regulations

30.1 If after the date invitation to quotations, any law or regulation changed in 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 Contractor has thereby been affected in the performance of any of its obligations under the contract.

SECTION VI: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract (SCC)

The following Special Conditions of Contract shall supplement the General editions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. Except where otherwise indicated, all Special Conditions of Contract should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by Employer should be annexed.

GCC Clause	Description
1.1	<p>A. General</p> <p>The Employer is <i>[Name, address, and name of authorized representative]</i>.</p> <p>The Adjudicator is : <i>[Insert the name of the Adjudicator]</i></p> <p>The Defects Liability Period is <i>[number]</i> days.</p> <p>The Project Manager is <i>[Name, address, and name of authorized representative]</i>.</p> <p>The name and identification number of the Contract is <i>[insert name and number as indicated in the Invitation for Quotation]</i>.</p> <p>The Works consist of <i>[insert brief summary of the works, including relationship to other Contracts under the Project]</i>.</p> <p>The Start Date shall be <i>[insert date]</i>.</p> <p>The Intended Completion Date for the whole of the Works shall be <i>[insert date]</i>.</p> <p>The following documents also form part of the Contract: <i>[list documents]</i></p> <p>The Site is located at <i>[insert location]</i> and is defined in drawings No: <i>[insert numbers]</i>.</p>
2.2	Indicate whether sectional completion is specified <i>[specified/not specified]</i> .
2.3(10)	<p>List other documents that form part of the contract if any:</p> <p>a).....</p> <p>b).....</p> <p>c).....</p>
3.0	<p>The Performance Security shall be: <i>[insert the percent or amount]</i></p> <p>Note: a minimum amount equivalent to 10 to 15 percent of the contract price.</p>

4.1	The language of the Contract documents is <i>[insert language]</i> . The law that applies to the Contract is the South Sudan Law.
13.1	The minimum insurance covers shall be: <ul style="list-style-type: none"> (a) loss of or damage to the Works, Plant, and Materials <i>[insert amount]</i>; (b) loss of or damage to Equipment <i>[insert amount]</i>; (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract <i>[insert amount]</i>; and (d) personal injury or death <i>[insert amount]</i>.
19.0	The other measures include: <ul style="list-style-type: none"> a. Minimizing the number of migrant workers employed on the project and household in the site camp b. Providing access to voluntary counseling and testing (VCT) c. Providing psychological support and health care including prevention and treatment of opportunistic infections for workers infected and affected, as well as their families d. Providing condoms (male and female) to workers
23.1	The amount of advance payment shall be per cent of the contract sum payable by <i>[insert date]</i> .
23.2	Minimum Amount of Interim Payment Certificate will be <i>[insert figure or percent of contract price]</i>
23.2	The amount of retention is <i>[state the percent]</i> of value of works of Interim Payment Certificate'.
	Limit of retention will be <i>[insert percent]</i> of contract price.
23.4	The interest rate shall be% above prevailing interest rate for commercial borrowing from the contractors bank
24.0	The amount of liquidated damages is <i>[insert the percent]</i> <i>[Should be between 0.1 and 0.15 percent of contract price per day]</i>
24.0	The maximum amount of liquidated damages must be equivalent to the amount of the performance security <i>[state the amount]</i> .

	Monthly Recovery of Advance Payment:percent of amount of Interim Payment Certificate.
24.0	Number of days for which the maximum amount of liquidated damages can be paid is <i>[insert number of days]</i> .

SECTION VII: SPECIFICATIONS

[Attach Standard Established Specifications]

SECTION VIII: DRAWINGS

(Attach Drawings)

SECTION IX: FORMS

QUOTATION SUBMISSION FORM

.....[date]
To: [Full address of PE]

We offer to execute 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 complete the said works within a period ofdays/weeks / months (delete as necessary) 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:

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 the PE 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 PE 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)

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.....
.....ofday 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

BEFORE ME:

Name:.....

Address:.....

Qualification:.....

Signature:.....
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 Quotation.]

[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]*

RFQ No: *[insert RFQ 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)
[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]*

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) Working 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 PE]

[date].....

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

This is to notify you that your quotation dated *[date]* for execution of the..... *[name of the Contract and identification number, as given in the bidding documents]* for the Contract Price of South Sudan Pounds*[amount in words]*.....*[amount in figures]*), as corrected and modified in accordance with the instructions to invitation for quotations is hereby accepted by our Agency.

We hereby confirm *[insert name of Adjudicator]* to be the Adjudicator in case of any arisen disputes in accordance with GCC 25.1.

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 Contractor:

Performance Securing Declaration

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

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

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 and Disposal 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 works by the Employer.

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)

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 attached¹.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

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: _____

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

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