

INVITATION TO TENDER FOR SUPPLY AND DELIVERY OF CLEAN TANK WATER

Dear Sir/Madam,

Further to your enquiry regarding the publication of the above-mentioned Invitation to Tender, please see below and enclosed the list of documents which constitute the procurement documents. Electronic copy of these documents can be sent in PDF via email upon request.

A – Tender Information table

B – Instructions to tenderers

C – Draft Contract & Annexes:

Annex 1: General Terms and Conditions for Supply Contracts

Annex 2: Technical data form (to be completed by the tenderer)

Annex 3: Tender Submission form (to be completed by the tenderer)

It is strictly forbidden to make alterations in the printed text. The tenderer will be bound to the original text in accordance with the document forwarded in PDF format.

Tender Reference no. FCA/SSUCO006/2026	Date: 02/03/2026
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A. Tender Information Table

1. General Information											
1.1.	Contracting Authority	Finn Church Aid – South Sudan Country Office									
1.2.	Invitation to tender reference no	FCA/SSUCO006/2026									
1.3.	Procurement Method	Open Tender									
1.4.	Contract Title	Water Supply									
1.5.	Contact Info	<table border="1" style="width: 100%;"> <tr> <td>Name/Position:</td> <td>Rita Gire</td> </tr> <tr> <td>Email:</td> <td>Procurement.Ssuco@kua.fi</td> </tr> <tr> <td>Physical Address:</td> <td>Juba Na Bari, American Embassy Residence Road, Opposite Nile Fortune Hotel</td> </tr> </table>	Name/Position:	Rita Gire	Email:	Procurement.Ssuco@kua.fi	Physical Address:	Juba Na Bari, American Embassy Residence Road, Opposite Nile Fortune Hotel			
Name/Position:	Rita Gire										
Email:	Procurement.Ssuco@kua.fi										
Physical Address:	Juba Na Bari, American Embassy Residence Road, Opposite Nile Fortune Hotel										
2. Timeline, tender submission & opening (dates & hours are as per contracting authority time zone)											
2.1.	Date of issue of the Invitation to tender	2/3/2026									
2.2.	Deadline for submission of tenders (Date & Hour)	03/04/2026 4:00 PM									
2.3.	Deadline for sending questions to contracting authority	3 days – 31/03/2026 5:00 PM									
2.4.	How to send questions to the contracting authority	Questions should be sent to contact person via email above.									
2.5.	Last date on which clarifications are issued by the Contracting Authority	01/04/2026 16:00 HRS									
2.6.	Tender submission procedure	<p>Tenders must be received at the address mentioned below by hand no later than the tender submission deadline (2.2). Any tenders received after the deadline will not be considered.</p> <p>Tenders shall be submitted in a sealed envelope bearing the following information:</p> <p>Procurement Committee Finn Church Aid (FCA) Juba Na Bari, American Embassy Residence- Turkish Embassy – UNESCO Road Plot # 536, Block 3k-South, Juba Na Bari Opposite Nile Fortune Hotel. Tender no.: FCA/SSUCO006/2026 Invitation to Tender no.: Water Supply Tender receipt: 02 March 2026 – 03 April 2026</p> <p>NOT TO BE OPENED BEFORE THE TENDER OPENING SESSION.</p> <p><i>All tenders must be submitted in one original, marked "original"</i></p>									
2.7.	Tender opening session date, hour & location	06/04/2026 Tender opening will be conducted only by Ssuco Procurement Committee.									
3. Content											
3.1.	Category of procurement	Supplies									
3.2.	Scope of supply and related services	The subject of the contract is the Supply of Clean Tank water									
3.3.	Is the tender divided into lots?	NO									
3.4.	Can the tenderer bid against single lot, multiple lots or all lots of the tender?	No, tenderer must bid for all lots.									
3.5.	Lots	<table border="1" style="width: 100%;"> <thead> <tr> <th>#</th> <th>Description</th> <th>Contract duration</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Clean tank water supply</td> <td>12 months</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	#	Description	Contract duration	1	Clean tank water supply	12 months			
#	Description	Contract duration									
1	Clean tank water supply	12 months									
3.6.	Delivery Location	FCA office in Juba located at Juba Na Bari, Opposite Nile Fortune Hotel									
3.7.	Delivery Deadline	Contract award date									

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4. Price and Validity of Tenders		
4.1.	Currency of Price	USD
4.2.	Validity period of the tender (offer)	12 months
4.3.	Taxation	FCA shall not assume any liability for taxes and/or other contributions payable by the Service Provider on income earned and/or work performed under this Contract. The Service Provider agrees to accept exclusive liability for the payment of taxes due on any amounts paid under this Agreement. The invoice must include VAT.
5. Eligibility Criteria (imposed on the tenderer)		
#	Eligibility Criteria	Means of verification and required documentation
1.	The Tenderer (including members of consortium and subcontractors, if any) is registered in the Trade Register in its country of domicile. The tenderer must also be operationally present in South Sudan with relevant registration in order. (YES/NO)	Tenderer shall confirm its registration by providing a valid Trade Register certificate. Certificate of Incorporation from the Ministry of Justice including the renewal stamps at the back page of the certificate.
2.	The Tenderer (including members of consortium and subcontractors, if any) has paid all taxes and pension contributions as well as other payments required by the applicable laws. (YES/NO)	Tenderer shall confirm this by providing a valid Tax certificate.
3.	The tenderer confirms by answering "YES" that it is not operating under a sanction or asset freeze that has been imposed on the tenderer by the European Union (EU), the United Nations (UN), or the Finnish authorities. This requirement concerns the following: - Members of the administrative, management or supervisory body of the Tenderer or persons exercising control, representation or supervision power of the Tenderer; -The Tenderer's direct or indirect owners; - Subcontractors participating in producing the goods or providing the services under this contract; - Members of the administrative, management or supervisory body of such subcontractors or persons exercising control, representation or supervision power of such subcontractors; (YES/NO)	Confirm "YES"
4.	In case of a joint tender submitted by a group of tenderers, the group will be regarded as partners (consortium). If awarded the contract, they will have an equal responsibility towards the contracting authority in the execution of the contract. All partners shall be considered as tenderers and assume joint and several liability towards the Contracting Authority for the performance of the contract (YES/NO)	Tenderer shall answer "YES" or "NO" to confirm if the tender is submitted as a consortium. If "YES", the tenderer commits to share required documentation for the Contracting Authority to verify the partners' eligibility ahead of contract signing.
5.	The tenderer shall confirm whether in its capacity as the Service Provider it is aiming to utilise sub-contracting in performing tasks foreseen in the contract (YES/NO)	Tenderer shall answer "YES" or "NO" to confirm if the tenderer is planning to use sub-contractors as part of delivering the service. If "YES", the tenderer commits to share required documentation for the Contracting Authority to verify the sub-contractor's eligibility ahead of contract signing.
6.	Valid Membership Certificate	Membership Certificate from Ministry of Chambers and Commerce
7.	Valid Operation License	Operation License from the State Ministry of Finance & Economic Development

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8.	Valid Tax identification	Tax Identification Certificate from Ministry of Finance and Taxation or the South Sudan Revenue Authority
9.	Valid Quality Certificate from South Sudan National Bureau of Standards, SSNBS	Quality Certificate from the South Sudan National Bureau of Standards, SSNBS
10.	Minimum Bid Validity	The bid must be valid for a minimum of 12 months

6. Contract Award Criteria

#	Evaluation Criteria	Weight %	Scoring method & required documentation
1.	Price	80%	Comparison between the total values of each offer. The lowest bidder receives the full score (80). The score of other candidates is calculated in relation to the lowest bid amount. Formula: (lowest entered/tendered value) * maximum points
2.	Previous Experience – evidence of Purchase Orders or recommendation letters for water supply for the last two to six years	20%	Recommendation letter or service contracts or Purchase Orders for water from at least two (2) clients who have received water from your company . At least one (1) of the clients must be an INGO operating in South Sudan. Recommendation letters or service contracts or Purchase Orders must be dated within the last 2 to 5 years between 2020 - 2026. By submitting recommendation letters or service contracts, the tenderer gives authorization to Finn Church Aid to contact the clients for verification. Maximum of 2 signed service agreements/contracts/ Purchase Orders 10 points for each delivery note/waybill. Full score 20.

7. Legal

7.1.	Language of the offers	English
7.2.	The law of the country governing the contract	South Sudan

8. Contract Awarding

8.1.	Type of contract	Framework
8.2.	Contract start date (estimate)	4/20/2026
8.3.	Contract end date (estimate)	4/19/2027
8.4.	Language of the contract	English

9. Guarantee(s)

10.	Tender Guarantee	Not Required
11.	Performance Guarantee	Not Required
12.	Pre-financing Guarantee	Not Required

B. INSTRUCTIONS TO TENDERERS

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the procurement contract as the sole basis of this tendering procedure, whatever his own conditions of sale may be, which he hereby waives.

Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier.

Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender.

No account can be taken of any reservation in the tender as regards the tender dossier; any reservation will result in the immediate rejection of the tender without further evaluation.

B.1. Scope of supply and related services

The subject of the contract is the supply of water as listed in **A. Tender Information Table / Section 3.**

S/N.	Description	Contract duration	Required delivery start date
1	Supply of clean tank water	12 months	20 th April 2026

a) Delivery:

The required supplies shall be delivered to the location and on the dates as listed in **A. Tender Information Table / Section 3.**

b) Specifications:

The supplies **must comply fully** with the technical specifications set out in **Annex 2: Technical data form** and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

Manufacturers' names, catalogue numbers and model designations appearing in the list are for reference only. Tenders for other equipment that is equal in function, quality and performance to that listed will be given full consideration.

B.2. General

The supplies to be purchased are for use by the Contracting Authority in its programme country as listed in **A. Tender Information Table / Section 1.**

B.3. Cost of Tender

The tenderer shall bear all costs associated with the preparation and submission of his tender and the Contracting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

B.4. Questions, clarification of tender documents and additional information

Tenderers may submit questions in writing to the Contracting Authority as per instructions and deadlines listed in **A – Tender Information Table / Section 2.**

Any clarification of the Invitation to Tender documents given by the Contracting Authority will be submitted to all tenderers at the same time (and prospective tenderers) at the latest on the date specified in the timetable in **A – Tender Information Table / Section 2.**

Tenderers are not allowed to approach the Contracting Authority for oral clarification. Any (prospective) tenderer seeking to arrange individual meetings during the tender period with either the Contracting Authority and/or associated organisation may be excluded from the tender procedure.

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B.5. Planned timetable

The Contracting Authority reserves the right to alter the dates and time, in which case all tenderers will be informed in writing and a new timetable will be provided.

The time table can be found in **A. Tender Information Table / Section 2.**

The hours in the time table are as per time-zone of the country where the Contracting Authority is located.

B.6. Language of Tenders

The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English. Supporting documents and printed literature furnished by the tenderer may be in local language.

B.7. Evaluation Process

Prior to the tenderer eligibility verification (as specified in **B.8 Exclusion from award of contracts & B.9 Eligibility Criteria** imposed on the tenderer **Eligibility Criteria**) and detailed evaluation (as specified in **B.10 Contract Award Criteria** **Error! Reference source not found.**) of the tenders, the procurement committee, (established by the Contracting Authority for the purposes of this tender procedure), shall ascertain whether the tenders;

- were submitted prior to tender submission deadline (Closing Date);
- have been properly signed;
- have been submitted according to the submission procedure in **A. Tender Information Table / Section 2;**
- and are otherwise generally in order.

If a tender is not substantially responsive i.e. it contains more than irrelevant deviations from or reservations to the terms, conditions and specifications in the tender dossier, it shall not be considered further.

Then the procurement committee will examine the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

Tenders determined to be substantially responsive and technically compliant will be checked by the procurement committee for any arithmetic errors. Where there is a discrepancy between the amounts in the figures and words, the amount in words will govern. Where there are discrepancies between the unit price and the line-item total, derived from multiplying the unit rate by the quantity, the unit rate as quoted will govern. If a tenderer refuses to accept the correction, his tender will be rejected.

B.8. Exclusion from award of contracts

Tenderers are excluded if they are in one of the situations listed in article 16. of the **Annex 1: General Terms & Conditions for Supply Contracts.**

Tenderers shall also comply with article 13. "Child Labour & Forced Labour" and article 14. "Mines" and article 15. "Anti-money laundering and combating the financing of terrorism" and article 17. Corrupt practices of the General Terms and Conditions for Supply Contracts.

Tenderers are also excluded if any of the exclusion criteria here below applies to them:

- a) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA (1);
- b) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (2) and Article 2(1) of Council Framework Decision 2003/568/JHA (3) as well as corruption as defined in the national law of the contracting authority or the economic operator;
- c) fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (4);
- d) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA (5) respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
- e) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council (6);
- f) child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- g) Also a tenderer shall be excluded from participation in a procurement procedure where the contracting authority is aware that the tenderer is in breach of its obligations relating to the payment of taxes or social security contributions and where this has been established by a judicial or administrative

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decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of the contracting authority.

Tenderers shall, in the **Annex 3: Tender Submission Form**, attest that they meet the above requirements. If required by the Contracting Authority, the Tenderer whose tender is accepted shall further provide evidence satisfactory to the Contracting Authority of its eligibility through certificates issued by competent authorities in its country of establishment or operation, or, if such certificates are not available, through a sworn statement.

If the tenderer was selected through prequalification, the tenderer must only declare that he still conforms with the eligibility and qualification (selection) criteria applied in the course of that prequalification.

Contracts may not be awarded to tenderers who:

- (a) are subject to conflict of interest
- (b) Are guilty of misrepresentation in supplying the information required as a condition of participation and eligibility in the tender procedure or fail to supply this information.
- (c) Perform, condone or tolerate corrupt, fraudulent, collusive or coercive practices, regardless of whether such practices can be attributed to this tender procedure;
- (d) Attempt to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract.

B.9. Eligibility Criteria imposed on the tenderer

Tenderers will initially be verified for eligibility according to eligibility criteria in **A. Tender Information Table / Section 5**. The listed documents must be submitted with the bid.

Tenderers which do not fulfill the eligibility criteria and/or do not provide the required documents will not be qualified for the tender evaluation.

B.10. Contract Award Criteria

The tenders which have qualified the eligibility criteria will be evaluated according to the contract award criteria in **A. Tender Information Table / Section 6**.

B.11. Documents comprising the Tender:

The Tenderer shall complete and submit the following documents with its tender:

- a) **Annex 3: Tender submission form** with supporting documents
- b) **Annex 2: Technical data form** with supporting documents
- c) **Documentation regarding B.8 Exclusion from award of contracts**
- d) **Documentation regarding B.9 Eligibility Criteria imposed on the tenderer**
- e) **Documentation regarding B.10 Contract Award Criteria**
- f) all other relevant information that is required and that should be made known to the Contracting Authority

B.12. Price:

The price must be quoted in the currency as indicated in **A. Tender Information Table / Section 4**.

The price must be quoted in **Annex 3: Tender Submission Form** by the tenderer and it shall not be subject to adjustments on any account except as otherwise provided in the conditions of the contract.

The Price must include all costs related to the delivery of the supplies and thereto related services and no supplementary invoicing or other costs are accepted.

B.13. Validity period of the tenders

Tenders shall remain valid and open for acceptance for the period as indicated in **A. Tender Information Table / Section 4** after the Closing Date for the submission of tenders.

Prior to the expiry of the original tender validity period, the Contracting Authority may ask for objective reasons tenderers in writing to extend this period. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.

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B.14. Submission of tenders and Closing Date

Tenders must be submitted as indicated in **A. Tender Information Table / Section 2.**
 No tender may be changed or withdrawn after the deadline has passed.

B.15. Tender opening session

Tender opening information is indicated in **A. Tender Information Table / Section 2.**
 If the tenderers are invited to the tender opening session, tenderers are requested to contact the contact person, at least one day in advance of the tender opening if they will attend.
 Tenderer's representatives who are present shall sign a register indicating their attendance.
 At the tender opening, only the tenderers' names and the total amount of the tenders will be read aloud and recorded.

B.16. Award of Contract

The Contracting Authority will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender dossier and technically compliant, and who has received the highest scoring in the tender evaluation.

B.17. Signature of Contract

- a) The Contracting Authority will inform the successful tenderer(s) in writing that its tender has been accepted and inform the non-successful tenderers in writing about the result of the evaluation process.
- b) The Contracting Authority reserves the right to adjust the scope of procurement within a range of +/- 25% to remain within the available funds.
- c) Within <7> days of receipt of the contract already signed by the Contracting Authority, the successful tenderer must sign and date the contract and return it to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force. Contract, terms & conditions are sent in original hard copy or via email; and must be returned the same way.
- d) If the successful tenderer fails to sign and return the contract and within <7> days after receipt of the contract signed by the Contracting Authority, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

B.18. Cancellation for convenience

The Contracting authority may for its own convenience and without charge or liability cancel the tender process at any stage.

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C. Draft Contract

CONTRACT TITLE: WATER SUPPLY

Invitation to Tender no.: FCA/SSUCO006/2026

Finn Church Aid – South Sudan Country
Office Represented by Country Director
Seme Nelson Juba Na Bari, Opposite Nile
Fortune Hotel ("The Contracting
Authority"),

and _____ of the one part,

<insert name and address of supplier>
("the Contractor")

_____ of the other part,
have agreed as follows:

Special Conditions

Article 1 Scope of the supplies

The subject of the contract is the supply and delivery of water by the Contractor/supplier:

S/N	Description	Contract duration
1	Supply of clean tank water	12 months

The Contractor warrants and represents that:

- a) the water, including all packaging and packing thereof, conform to the required specifications.
- b) the water of the quality, quantity and description required in the Invitation to Tender and the Contract documents.

Article 2 Delivery

The supplies shall be delivered to Finn Church Aid office at Juba Na Bari, Juba, South Sudan. The place of acceptance of the supplies shall be at the delivery place.

Article 3 Insurance

It is the responsibility of the Contractor to issue a transport insurance covering transport to point of delivery.

Article 4 Price

The amount of this contract is fixed for a minimum of 12 months at the bid financial offer and is not subject to revision. The Price must include all costs related to the delivery of the supplies and the services and no supplementary invoicing or other costs are accepted. It shall be the sole remuneration owed by the Contracting Authority to the Contractor under the contract.

Article 5 Payment terms:

Payment shall be made in USD to the following account:

100% Payment will be made by the Contracting Authority within 30 days after delivery of supplies and upon receipt of the following documents:

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- a) Invoice (one original).
- b) Delivery Note
- c) Signed Goods Received Note by the contractor and the recipient of the goods
- d) Bank details

Article 6 Warranty obligations of the supplies and/or goods

Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Contractor warrants and represents that:

- a. the goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such goods are ordinarily used and for the purposes expressly made known to the Contractor, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
- b. that the goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the goods during delivery to their ultimate destination;
- c. the goods are of the quality, quantity and description required by the Contract;

Unless provided otherwise in the Contract, all warranties shall remain fully valid for a period of one year after acceptance of the goods by the Contracting Authority.

During any period in which the Contractor's warranties are effective, upon notice by the Contracting Authority that the goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or fully reimburse the Contracting Authority for the purchase price paid for the defective goods including freight costs to the final destination. The Contractor shall pay all costs relating to the repair or return of the goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Contractor fails to remedy the defect within 30 days, the Contracting Authority may proceed to take such remedial action as may be necessary, at the seller's risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Contractor under the Contract.

The Contractor shall indemnify and hold harmless the Contracting Authority from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Contracting Authority may suffer as a result of any infringement by the Contractor of the warranties specified above in this article.

Article 7 Contract documents and their order of precedence

The contract is made up of the following documents, in order of precedence:

- 1. this Supply Contract
- 2. Invitation to Tender documentation including the General Terms & Conditions for Supply Contracts
- 3. Annex 2: Technical Data Form including clarifications and thereto related required documentation before the deadline for submission of tenders, and
- 4. Annex 3: Tender Submission Form and related and required documentation
- 5. the Tender's bid offer

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

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Article 8 Entry into force / Duration

The contract shall enter into force and effect after signature by both parties of this Supply contract.

Article 9 Law and Disputes

The Law of the Country of the Contracting Authority shall govern all matters of the contract.

Any dispute or breach of contract arising under this contract which cannot be settled amicably, shall be finally settled by South Sudan Courts in accordance with the laws of South Sudan.

Article 10 Assigning of the contract

The Contractor has no right to assign this contract to a third party without a prior consent from the Contracting Authority.

Done in English in **three originals, two originals** being for the Contracting Authority and one original being for the Contractor.

For the Contractor

For the Contracting Authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

Seal:

Seal:

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Annex 1: General terms and Conditions for Supply Contracts

DEFINITIONS

In these general terms and conditions the terms:

- “Purchase Order “and “Contract” are used interchangeably and cover also “purchase contract” and/or “supply contract” or any other contract, whichever its denomination, to which these general terms and conditions are made applicable,
- “Seller” and “Contractor” are used interchangeably and shall also cover the term “Supplier” used in any contract as defined above.
- “Buyer” and “Contracting Authority” are used interchangeably.
- “Goods” and “supplies” are used interchangeably, to designate the supplies object of the Contract as defined above.
- The Contracting Authority’s “partners” are the organisations to which the Contracting Authority is associated or linked.

1. DELIVERY TERMS

Notwithstanding any INCOTERM 2000 used in a purchase order or similar document, it is the responsibility of the Seller to obtain any export license or other governmental authorisation for export.

2. PAYMENT

Payment will be as indicated in the purchase order.

Payment made by the Contracting Authority does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

3. INSPECTION AND ACCEPTANCE OF THE GOODS

3.1. All Goods shall be subject to inspection and testing by the Contracting Authority or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.

3.2. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall release the Seller of any of its warranties or the performance of any obligations under the Contract.

3.3. The Goods shall be taken over by the Contracting Authority when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required tests, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.

3.4. Under no circumstances shall the Contracting Authority be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Contracting Authority may condition acceptance of the Goods to the successful completion of acceptance tests. In no case shall the Contracting Authority be obligated to accept any Goods unless and until the Contracting Authority has had a reasonable opportunity to (i) inspect the Goods following their delivery at final destination, (ii) proceed with and complete satisfactory tests, or (iii) be satisfied of installation and commissioning of the equipment, as the case may be, and whichever is the latest. Payment by the Contracting Authority does not imply acceptance of the Goods.

3.5. If the Contracting Authority fails to issue an acceptance certificate within a period of 45 days from actual delivery of the Goods at final destination, successful completion of the tests, successful installation and commissioning, whichever is the latest, the Contracting Authority shall be deemed to have issued the acceptance certificate on the last day of that 45-day period. The issue of the acceptance certificate shall not release the Seller of any of its warranties under the Contract, including those of article 4.

3.6. Notwithstanding any other rights of, or remedies available to, the Contracting Authority under the Contract, in case any of the Goods are defective or otherwise do not conform to the Contract, the Contracting Authority may, at its sole option, reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 4.3.

4. WARRANTY OBLIGATIONS

4.1. Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Seller warrants and represents that:

- the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
- that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;
- if the Seller is not the original manufacturer of the Goods, the Seller shall provide the Contracting Authority with the benefit of all manufacturers’ warranties in addition to the present warranties;
- the Goods are of the quality, quantity and description required by the Contract;
- the Goods are new and unused; and
- the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.

4.2. Unless provided otherwise in the Contract, all warranties shall remain fully valid for a period of one year after acceptance of the Goods by the Contracting Authority.

4.3. During any period in which the Seller’s warranties are effective, upon notice by the Contracting Authority that the Goods do not conform to the requirements of the Contract, the Seller shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with goods of the same or better quality or fully reimburse the Contracting Authority for the purchase price paid for the defective goods including freight costs to the final destination. The Seller shall pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Seller fails to remedy the defect within 30 days, the Contracting Authority may proceed to take such remedial action as may be necessary, at the seller’s risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Seller under the Contract.

4.4. The Seller shall indemnify and hold harmless the Contracting Authority from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Contracting Authority may suffer as a result of any infringement by the Seller of the warranties specified in article 4.1.

5. AFTER SALES SERVICE

The Seller shall be able to handle requests from the Contracting Authority for technical assistance, maintenance, service and repairs of the Goods supplied.

6. LIQUIDATED DAMAGES FOR DELAY

Subject to force majeure, if the Seller fails to deliver any of the Goods or to perform any of the services within the time period specified in the Contract, the Contracting Authority may, without prejudice to any other rights and remedies, deduct from the total price stipulated in the Contract an amount of 2.5% of the price of such goods for each commenced week of delay.

However, the ceiling of these penalties is 10% of the total Contract price.

7. FORCE MAJEURE

Neither Party shall be considered to be in default nor in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date of the Contract becomes effective.

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For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Contracting Authority in writing, the Seller shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

8. TERMINATION FOR CONVENIENCE

The Contracting Authority may, for its own convenience and without charge, cancel all or any part of the Contract. If the Contracting Authority terminate this Contract in whole or in part upon written notice to the Seller. The Contracting Authority shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to the Contracting Authority within thirty (30) calendar days after the Contracting Authority notified the Seller of the termination.

9. VARIATIONS

The Contracting Authority may at any time by written instruction vary the quantities of the Goods by 25 percent above or below the original Contract price. The Contracting Authority may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller's tender or quotation shall be applicable to the quantities procured under the variation.

10. APPLICABLE LAW AND DISPUTES

The Contract is governed by, and shall be construed in accordance with the laws of the country of establishment of the Contracting Authority. Any dispute or breach of contract arising under this Contract shall be solved amicably if at all possible. If not possible and unless provided otherwise in the Contract, it shall be submitted to, and settled by, the competent court in the country of establishment of the Contracting Authority, in accordance with the national law of that country.

11. REMEDIES FOR DEFAULT

11.1. The Seller shall be considered in default under the Contract if:

- he fails to deliver any or all of the Goods within the period specified in the Contract;
- he fails to perform any other obligations under the Contract;
- his declarations in respect of his eligibility (article 16) and/or in respect of article 13 (Child labour and forced labour) and article 14 (Mines), appear to have been untrue, or cease to be true;
- he engages in the practices described in article 17 (corrupt practices).

11.2. Upon occurrence of an event of Seller's default, and without prejudice to any other rights or remedies of the Contracting Authority under the Contract, the Contracting Authority shall be entitled to one or several of the following remedies:

- liquidated damages for delay under article 7;
- any of the remedies specified in article 4.3;
- refuse to accept all or part of the Goods;
- general damages;
- termination of the Contract.

11.3. Upon termination of the Contract by the Contracting Authority under this article, the Seller shall follow the Contracting Authority's instructions for immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, in such a way as to reduce expenses to a minimum. The Contracting Authority shall have no other liability than paying the Seller the goods which have already been accepted in accordance with article 3, and shall be entitled to deduct from any such sums:

- any liquidated or general damages due by the Seller;
- and/or any sums due by the Seller under article 4.3;
- and/or any excess cost occasioned by a replacement procurement from other sources.

The Contracting Authority shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

12. OFFICIALS

The Seller warrants that no official of the Contracting Authority and/or its partner has received or will be offered by the Seller any direct or indirect benefit arising from this Contract.

13. CHILD LABOUR AND FORCED LABOUR

The Seller warrants that it and its affiliates comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the *Forced Labour Convention* and in the *Abolition of Forced Labour Convention 105* of the International Labour Organization. Furthermore, the Seller warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for their employees.

14. MINES

The Seller warrants that it and its affiliates are NOT engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs.

15. Anti-money laundering and combating the financing of terrorism

15.1. The Seller and any sub-Contractor/s certifies/certify none of the funds provided under this contract are used directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government, the United Nations, the European Union, and other entities.

15.2. The Seller/s and any sub-Contractor/s authorize the verification of their company identity, whether through third parties or official government databases or by any other means considered by the Contracting Authority as appropriate for the compliance of its duties with anti-money laundering and combating the financing of terrorism (AML/CFT) policies and any requirements imposed by applicable laws.

15.3. Natural persons authorize the verification by submitting an informed consent form as requested by the Contracting Authority.

16. INELIGIBILITY

By signing the purchase order, the Seller certifies that he is NOT in one of the situations listed below:

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- (a) He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;
- (c) He has been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;
- (d) He has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the Contracting Authority or those of the country where the Contract is to be performed;
- (e) He has been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget or other donor or following another procurement procedure carried out by the Contracting Authority or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.

17. CORRUPT PRACTICES

The Seller and his personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the Contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority.

The payments to the Contractor under the Contract shall constitute the only income or benefit the Seller may derive in connection with the Contract and neither he nor his personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, his obligations under the Contract.

The execution of the Contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the Contract or not stemming from a properly concluded contract referring to the Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

18. DISCRETION AND CONFIDENTIALITY

The Seller shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract or the project without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the delivery without the prior approval of the Contracting Authority.

19. CHECKS AND AUDITS

The Seller shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the Contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

If the purchase is financed by backdonor funds, and FCA has agreed with the backdonor about conducting tests on FCA's suppliers, the Supplier shall allow the backdonor to conduct tests on them according to the terms and conditions of the grant agreement.

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Annex 2: Technical data form

Tenderers are requested to complete the following template for each product that you are tendering.

The following technical specifications are provided in the format of a checklist. They are compulsory as a minimum standard and will be the only basis for the evaluators to assess the technical compliance of the equipment presented in the tenders. Deviations from the specifications may be considered only if deemed to be in the best interest of the contracting authority.

Manufacturers' names, catalogue numbers and model designations appearing in the list are for reference only. Tenders for other equipment that is equal in function, quality and performance to that listed will be given full consideration.

You are requested to [INSERT] the requested information in the checklist here below and submit this form together with your tender.

<write product name>					
Item no	Parameter	Characteristics (Contracting authorities minimum requirement)	Comply (yes / no) or insert the information required	Deviations, if any, to be described in this column [INSERT IF APPLICABLE]	Reference to documentation / data sheet
1	Description:	<Write name/description of product>	[INSERT]		[INSERT]
	Specifications:	<Write specific technical requirement>	[INSERT]		[INSERT]
	Certificates	Please enclose specify any quality accreditation – from South Bureau of Standards	[INSERT]		[INSERT]
	Health and safety policy	Please advise if your company has a Health and safety policy, in which case please enclose the policy	[INSERT]		[INSERT]
	Name of manufacturer	Please state name of manufacturer	[INSERT]		[INSERT]
	Brand	Please state brand name	[INSERT]		[INSERT]
	Country of origin	Please state country of origin	[INSERT]		[INSERT]
	Stock	Please advise available stock on date of tendering	[INSERT]		[INSERT]

Annex 3: Tender submission form

Submitted by (the name of the tendering company):	
Contact Person:	

PRICE SCHEDULE (Price and currency to be inserted by tenderer)

S/N	Description of supplies	Qty	Unit	Currency:	USD
				Unit Price (USD) FCA/FOB	Total Price (USD) FCA/FOB
Supply of clean tank water					
1	Clean tank water supply	5,000	Litres		
2	Clean tank water supply	6,000	Litres		
3	Clean tank water supply	12,000	Litres		
Related Services:					
Please specify if there are any related services required					
Total price to be used as an evaluation price FCA					

Eligibility Criteria imposed on Tenderer

#	Criteria	Tenderer's response (yes/no, additional information, reference to annex)
1.	The Tenderer (including members of consortium and subcontractors, if any) is registered in the Trade Register in its country of domicile. The tenderer must also be operationally present in South Sudan with relevant registration in order. (YES/NO)	
2.	The Tenderer (including members of consortium and subcontractors, if any) has paid all taxes and pension contributions as well as other payments required by the applicable laws. (YES/NO)	
3.	The tenderer confirms by answering "YES" that it is not operating under a sanction or asset freeze that has been imposed on the tenderer by the European Union (EU), the United Nations (UN), or the Finnish authorities. This requirement concerns the following: - Members of the administrative, management or supervisory body of the Tenderer or persons exercising control, representation or supervision power of the Tenderer; -The Tenderer's direct or indirect owners; - Subcontractors participating in producing the goods or providing the services under this contract; - Members of the administrative, management or supervisory body of such subcontractors or persons exercising control, representation or supervision power of such subcontractors; (YES/NO)	
4.	In case of a joint tender submitted by a group of tenderers, the group will be regarded as partners (consortium). If awarded the contract, they will have an equal responsibility towards the contracting authority in the execution of the contract. All partners shall be considered as tenderers and assume joint and several liability towards the Contracting Authority for the performance of the contract. (YES/NO)	

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5.	The tenderer shall confirm whether in its capacity as the Service Provider it is aiming to utilise sub-contracting in performing tasks foreseen in the contract (YES/NO)	
6.	Valid Membership Certificate (YES/NO)	
7.	Valid Operation License (YES/NO)	
8.	Tax identification (YES/NO)	
9.	Bids Validity: The bid must be valid for a minimum of 12 months	

Information required by the contracting authority:	Information to be entered by tenderer in the below columns:
Delivery date/Available upon issuance of Purchase Order:	
FCA/FOB Point of shipment:	
Delivery time to point of shipment (FCA/FOB)	days
Origin of supplies:	

Tenderer information	
Tenderer legal name:	
Street name and no.	
City	
Postal code	
Country of registration:	
Phone no.:	
Fax. no.:	
E-mail:	
web-site:	
Sales Manager (name)	
Director (Name)	
Other contact (Title & Name)	

General tenderer information	
Nature of business – please enclose complete product information in English.	
Year of Establishment	
Number of full-time employees	
Licensing Authority	
Licence number (VAT no./TAX I.D.)	
Does your company have a written statement of its environmental policy?	
Please state in which languages technical documents are available:	
Working language:	

Subsidiaries, Associates and/or Overseas Representative of the tenderer	
Countries with registered office:	
Countries with representation (agent):	
List of International quality assurance certification held by your company:	
List of local and national quality assurance certification held by your company	
International trade / professional organisations of which your company is a member:	
Local trade / professional organisations of which your company is a member:	

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After having read your letter of Invitation to Tender no. FCA/SSUCO006/2026 for Water Supply dated 02/03/2026 on behalf of my company/business, we hereby;

- Accept, without restrictions, all the provisions in the Invitation to Tender including General terms and Conditions for Supply contracts –with annexes.
- Provided that a contract is issued by the Contracting Authority we hereby commit to furnish any or all supplies and services at the price offered and deliver and provide the same to the designated points within the delivery time stated above.
- We hereby certify and attest that we meet the eligibility criteria of article stated in the Instructions to Tenderers.
- We hereby certify and attest that none of the below listed exclusion grounds are applicable:
 - a. participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA (1);
 - b. corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union (2) and Article 2(1) of Council Framework Decision 2003/568/JHA (3) as well as corruption as defined in the national law of the contracting authority or the economic operator;
 - c. fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (4);
 - d. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA (5) respectively, or inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision;
 - e. money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council (6);
 - f. child labour and other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council
 - g. the tenderer is in breach of its obligations relating to the payment of taxes or social security contributions and where this has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of the contracting authority.
- We further certify and attest that we, and/or our affiliates,
 - comply with the UN *Convention on the Rights of the Child* - UNGA Doc A/RES/44/25 (12 December 1989) with Annex
 - have not made or will not make use of forced or compulsory labor as described in the *Forced Labor Convention* and in *the Abolition of Forced Labor Convention 105* of the International Labor Organization.
 - respect and uphold basic social rights and working conditions for our employees.
 - are not engaged in any development, sale or manufacture of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs.
 - comply with articles 13. Child Labour and Forced Labour, 14. Mines, 15. "Anti-money laundering and combating the financing of terrorism" and 17. Corrupt Practices of the General Terms and Conditions for Supply Contracts.

The above declarations will become an integrated part of the contract and misrepresentation will be regarded as grounds for termination.

- Our company/business has the following **nationality** [insert], as evidenced in the enclosed Company Registration Certificate.
- We certify that the goods have the **origin** stated above.
- In the event the contract is awarded to us, we request that payments under the contract be made to the following **account**: [insert all necessary references].

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- Our tender is valid for a period of **<insert no>** days after the closing date in accordance with instructions to tenders.

Signature & stamp:

Signed by:

The Tenderer :
Name of the company :
Address :
Telephone no. :
Fax no. :
E-mail: :
Name of contact person :
Date: :

Note:

- *FCA has zero tolerance concerning aid diversion and illegal actions and may screen potential applicants, contractors, suppliers, consultants, etc. against international lists to ensure due diligence and compliance with Anti-money laundering and Combating the Financing of Terrorism requirements*

Disclaimer: *FCA South Sudan reserves the right to either amend or cancel this call without notice and shall accept no liability whatsoever as a result. The decision of the FCA South Sudan Procurement Review Committee shall be final.*

NOTE: Only the successful bidder will be notified. If you don't get a notification from FCA Within two weeks after the closing date, consider your quotation unsuccessful.

NB. Attachments – Please check carefully before submitting your tender that you have prepared all the documents required in the instructions to Tenders article “Documents comprising the tender”

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