



National CALL FOR TENDER ACTED SOUTH SUDAN Instructions to Bidders

Date: 01/11/2022

Tender N°: T/FWC/MULTIPLE/MULTI/HOUSEHOLD ITEMS/JUBA/01/11/2022.

Through this tender ACTED is requesting a company to provide detailed written offers for the supply of the following products:

PRODUCT SPECIFICATIONS:

- | | |
|---------------------------------|--|
| 1. Description: | <u>Supply of Household items</u> |
| 2. Product class / category: | <u>Various types</u> |
| 3. Made in (origin of product): | <u>East Africa /China /Middle East.</u> |
| 4. Product stage: | <u>New and Ready for use</u> |
| 5. Quantity/unit: | See <u>as per the Offer form PRO-006</u> |

A detailed list of requested products is provided in the attached Offer Form.

RESPONSIBILITIES OF THE SUPPLIER:

- | | |
|--|--|
| 1. Place of delivery: | <u>As per of PO Request</u> |
| 2. INCOTERM (delivery conditions): | <u>As per of PO request</u> |
| 3. Maximum date of delivery: | <u>3 Days after sharing specified quantity in the purchase order</u> |
| 4. Minimum offer validity period required: | <u>6 Months recommended</u> |

The responses to this call for tender shall include the following elements:

1	The present Instructions to Bidders (PRO-05) signed & stamped by the Bidder
2	An original Offer Form (PRO-06) dated, filled, signed & stamped by the Bidder (<i>detailed as per the requested currency</i>)
3	The Supplier Questionnaire Form (PRO-06.1) dated, filled, signed & stamped by the Bidder
4	ACTED Ethical Declaration (PRO-06.2) dated, filled, signed & stamped by the Bidder
5	The Bidder's official registration documents
6	A copy of the Bidder's legal representative ID or passport
7	ACTED's General Conditions for Purchase signed & stamped by the Bidder
8	Samples requested in the Offer Form (PRO-06) in a separate sealed envelope (if relevant)
9	Any other compulsory item specified in the Bidder's Checklist (PRO-06.3)
10	The Bidder's Checklist (PRO-06.3) dated, filled, signed & stamped by the Bidder

It is important to note that all documents must be filled, dated, signed & stamped by the Bidders in order to be considered as eligible. ACTED only accepts bids that have been filled in in either English or French.

GENERAL CONDITIONS:

- The closing date of this tender is 18/11/2022 at 2:00pm in ACTED office at the following address:
Hai Cinema, Plot 64, block AXII Juba, the Republic of South Sudan

Bidders who will submit their offer to another ACTED office than ACTED office at Hai Cinema, Plot 64, block AXII Juba, the Republic of South Sudan must take into consideration the transport time to with ACTED South Sudan.





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2. The submission of an offer by a bidder to this call for tender may not result in the award of a contract.
3. The offer must be submitted to ACTED Logistics department in a sealed envelope marked “Not to be opened before 21/11/2022 the day after the closing date” and the Tender reference number above.
4. Unsealed envelope and late offers will not be considered.
5. To ensure that funds are used exclusively for humanitarian purposes and in accordance with donors’ compliance requirements, all offers are subject to the condition that contractors do not appear on anti-terrorism lists, in line with ACTED’s anti-terrorism policy. To this end, ACTED reserves the right to carry out anti-terrorism checks on any contractor, its board members, staff, volunteers, consultants, financial service providers and sub-contractors.
6. Collusive practices are prohibited and will lead to offers rejection.
7. ACTED adopts a zero-tolerance approach towards corruption and is committed to respecting the highest standards in terms of efficiency, responsibility and transparency in its activities. In particular, ACTED has adopted a participatory approach to promote and ensure transparency within the organization and set up a Transparency unit (supervised by the Director of Audit & Transparency) that can be reached through a dedicated phone number and e-mail address. As such, if you witness or suspect any unlawful, improper or unethical act or business practice (such as soliciting, accepting or attempting to provide or accept any kickback) during the tendering process, please contact the following phone number +33 6 07 22 46 28 and/or send an e-mail to transparency@acted.org.

SPECIAL CONDITIONS:

8. The selection of the Bidders will be based on Overall Grand Total price of all the items. This price selection will be decided by ACTED at a later stage. Other than price, the selection will also be done based on quality and delivery time date.
9. The framework agreement will have a duration of 2 years.
10. Bidders shall provide offers for all items within this Tender in order to be considered in the award of a contract. Any missing information may lead to rejection of the bidder’s offer.
11. Bidders are not allowed to white wash nor do corrections on the tender documents, should this be found, the supplier will be rejected/disqualified during bid opening section.
12. Eligible or prohibited origin of goods and/or exclusions (if applicable): N/A
13. Bidders’ selection criteria will be evaluated fail and pass.

#	Criteria	Sub-criteria	FAIL	PASS	2	3
1	Experience	Similar past contracts	The bidder has provided no past contract similar to the contract to award	The bidder has provided at least one past contract similar to the contract to award	N/A	N/A
		Amount of past contracts	No similar past contract provided has an amount is equal or above the contract amount to be awarded	The amount of a similar past contract provided is equal or above the contract amount to be awarded	N/A	N/A
		In the case of existing previous experience with ACTED	The bidder proved weaknesses in executing pas contracts awarded by ACTED as per supplier database	The bidder has a positive record as per ACTED supplier database	N/A	N/A





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		Number of years in business	The bidder has been working in this business for less than 3 years	The bidder has been working in this business for 3 years or more than 3 years	N/A	N/A
		Positive reference checks	The bidder has a negative record as per contacted NGOs / private companies	The bidder has a positive record as per contacted NGOs / private companies	N/A	N/A
2	Reliability	Warranty	The supplier offers 0 year of warranty on provided items	The supplier offers 1 year of warranty on provided items	N/A	N/A

14. Bids award criteria will be assessed through a:

Pass/fail method **OR** **Scoring method**

[The Purchase Committee has to tick the relevant box, as per the method selected for this specific tender]

Note:

- The pass/fail method consists in evaluating the technical component of offers from the lowest price.
- The scoring method consists in assessing all eligible offers based on a pre-defined scoring scale for each selection and/or award criteria. The best rated offer will be selected at the end of this process. Price may not account for less than 50% of the final score, unless authorized otherwise and stated in the present Instructions to Bidders.
 - [If a pass/fail method is selected, please detail:
 - The minimum quality requirements for each item in the Offer Form (PRO-06) by adding detailed technical specifications.
 - The maximum availability deadline that can be considered acceptable by ACTED for this tender as specified in the Bidder's responsibilities.

Criteria	Sub-criteria	0 (0 if info not provided)	FAIL	PASS
3	Price	N/A	The price is scored proportionally from the lowest bid price	
4	Quality	N/A	Quality criteria for each item (sample checks) must be detailed here or in the Offer Form (PRO-06)	
5	Availability	Stock availability	The bidder has less than 90% of the required quantities available	The bidder has 90% or more of the required quantities available
		Delivery time	Less than 2 working days maximum following issued Purchase order	Up to 2 working days maximum following issued Purchase order
BO NU S	Social and environmental impact	N/A		To be argued upon carbon footprint or other environmental benefits

1. ACTED's Special Conditions for Purchase for this tender are attached for the information of Bidders. When sending their offers to the present call for tender, Bidders acknowledge their agreement with these terms & conditions.

Company Name: _____

Authorized Representative Name: _____

Signature: _____

Stamp: _____



OFFER FORM ACTED SOUTH SUDAN

Tender N° (filled in by ACTED): T/FWC/MULTIPLE/MULTI/HOUSEHOLD ITEMS/JUBA/01/11/2022.

Order ID : ACTED

Date (filled in by Bidders):

To be Filled by Bidder (COMPULSORY)

Company's Name (As per registration documents)	
Company Authorized Representative's Name (As per registration documents or duly signed Power of Attorney)	
Company Registration Number	
Registration body	
Company's mailing address Shop/Office/Building No Street name City Governorate/province/district Country	
Commercial representative for the bid (If different from authorized representative)	
Phone contact number Landline Mobile No	
Email address	

I undersigned (to be filled in by Bidders)



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agree to provide ACTED, non-profit NGO, with items answering the following specifications, according to the general conditions and responsibilities that I engage myself to follow.

PLEASE FILL IN THE FOLLOWING TABLES, :

LOT # 1 , OFFICE SUPPLIES

To be filled in by ACTED					To be filled in by the Bidder								
N°	Items description & technical specifications	Sample check for some items required YES/NO	Unit	Quantity (1)	Proposed description & technical specifications (include brand & model if applicable)	Quantity currently available in stock	Country of Origin (made in)	Material (made out of)	Packaging material (if applicable)	Unit Price excluding taxes (currency) (2)	Unit Price including all costs & taxes (currency) (3)	Total Price excluding taxes (currency) (1) x (2)	Total Price including all costs & taxes (currency) (1) x (3)
1	Salt 1kg	YES	Kg	1	Pack of 1 kg								
2	Sugar 1kg	YES	Kg	1	Packages of 1kg								
3	Gas Cylinder Regulator	YES	Pc	1	N/A								
4	Gas Cylinder Paper	YES	Pc	1	N/A								
5	Gas cylinder steel plate (double)	YES	Pc	1	double plate								
6	Toilet Brush good quality	YES	Roll	1	N/A								
7	Refilling of Fire extinguisher	YES	Pc	1	Capacity of 9-10kg per cylinder								
8	Refilling of Fire extinguisher	YES	Pc	1	Capacity of 5kg ABC								
9	Refilling of Fire extinguisher	YES	pc	1	Capacity of 2 Kg								
10	Fire extinguishers dry powder 2kgs	YES	Pc	1	2kgs capacity								



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11	Fire extinguishers dry powder 5kgs	YES	Pc	1	5kgs capacity								
12	Fire extinguishers dry powder 9-10kgs	YES	Pc	1	9-10kgs capacity								
13	Gas Cylinder Refilling	YES	Pc	1	Capacity of 12.5kg								
14	Tea bags	YES	Box	1	Box of 200tag x 2gm								
15	Milk	YES	TIN	1	Type Niko Tin or equivalent of 2500g								
16	toilet cleaner liquid, Vim or equivalent	YES	Pc	1	Bottle of 500ml								
17	Floor cleaning soap	YES	Jerry can	1	Jerry can of 5 liters								
18	Air freshener	YES	Bottle	1	Bottle of 300ml								
19	Instant Hand Sensitizer 99.9% kills all the germs	YES	Bottle	1	Bottle 500ml (sensitive)								
20	Toilet paper	YES	Pack	1	Soft tissue Premium type good quality (pack of 10 roll)								
21	Landry detergent powder pack of 1kg	YES	Pack	1	TYPE Omo or equivalent								
22	Liquid hand soap, Dettol or equivalent (500ml)	YES	Bottle	1	TYPE Dettol or equivalent								
23	Coffee (200gm)	YES	Pc	1	TYPE Nescafé or equivalent								
24	Chocolate powder	YES	Pc	1	Drinking chocolate- 125gm								
25	Dish Washing liquid	YES	Bottle	1	Dish washing liquid 750ml								



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26	Black bags for garbage	YES	Pack	1	Pack of 50 pieces								
27	Soft tissues	YES	Box	1	Soft Facial Tissue								
28	Disinfectant	YES	Bottle	1	TYPE Jik or equivalent								
29	Liquid toilet cleaner (500ml)	YES	Bottle	1	TYPE Harpic or equivalent								
30	100% cotton towel	YES	Pc	1	70 cm X 150 cm								
31	Sponge for washing dishes	YES	Bundle	1	Good quality (bundle of 5 pieces)								
32	Antibacterial hand washing liquid soap	YES	Bottle	1	Hand washing soap (500 ml)								
33	Floor Mops	YES	Pc	1	Good quality								
34	Small towels for drying dishes	YES	Pc	1	100% cotton (Various color)								
35	Dinner plates (Set of 12)	YES	Set	1	Small size good quality Various types								
36	Dinner Plates (set of 12)	YES	Set	1	Medium size good quality Various types								
37	Dinner Plates (set of 12)	YES	Set	1	Large size good quality Various types Glass cups								
38	Tea cups good quality (set of 12)	YES	Pc	1	Luminate types or equivalent								
39	Glass cups for drinking water (sets of 12)	YES	Pc	1	Good quality Glass cups various types								
40	Cutlery set (Dozen of 12 pcs)	YES	Dozen	1	Fork, Tea spoon, Spoon and knife, various types								



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41	Serving food tray	YES	Pc	1	(32cm X 22 cm)							
42	Hot food Dish containers	YES	Set	1	Set of 5 from smallest to big							
43	Water cooler dispenser (hot and cold)	YES	Pc	1	good quality							
44	Food serving spoons	YES	Pc	1	good quality							
45	Large food serving spoons	YES	Pc	1	Steel type good quality							
46	Kitchen knife	YES	Pc	1	good quality small size							
47	Sharp Kitchen knife	YES	Pc	1	x							
48	Bed sheets for double mattress Full/Double Sheet Dimensions Mattress size - 53 by 75 inches or 134.5 by 190.5 cm	YES	Pair	1	Pure cotton good quality Dimensions Mattress size - 53 by 75 inches or 134.5 by 190.5 cm							
49	Bed sheets for medium mattress Mattress – approximately 38" x 75" or 96.5 x 190.5 cm	YES	Pair	1	pure cotton Mattress approximately 38" x 75" or 96.5 x 190.5 cm							
50	Bed sheets for single mattress approximately 39" x 75" or 99.06 x 190.5 cm	YES	Pair	1	pure cotton approximately 39" x 75" or 99.06 x 190.5 cm							
51	Double Wooden Bed frame the size is 140 x 200cm,	YES	Pc	1	Good quality Double 140 x 200cm							
52	Wooden Bed frame 4x6 medium Size is 160 x 200cm	YES	Pc	1	Good quality sizes 160 x 200cm							



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53	Metallic beds with gauze rope 4X6 sizes in 140 x 200cm ,	YES	Pc	1	Good quality sizes 140 x 200cm ,								
54	Single Wooden Bed frame sizes Single 90 x 200cm	YES	Pc	1	Good quality Single 90 x 200cm								
55	Flat iron good quality with three ports	YES	Pc	1	Philip type or equivalent								
56	Flat iron good quality with three ports	YES	Pc	1	Panasonic type or equivalent								
57	Climax disinfecter (pack of 12)	YES	Pc	1	Packages								
58	Aluminium metallic Rope	YES	Roll	1	good quality								
59	Water heater 2 or 1.7 liters	YES	Pc	1	Panasonic type or equivalent								
60	Double mattress good quality sizes 137cm x 188cm	YES	Pc	1	Royal OR Eurform type or equivalent								
61	Medium mattress good quality sizes 127cm x 166cm	YES	Pc	1	Royal OR Eurform type or equivalent								
62	Single mattress good quality	YES	Pc	1	Royal OR Eurform type or equivalent								
63	Standard Pillow Sizes: 30" Long by 20" Wide	YES	Pc	1	Good Quality Pillow Sizes: 30" Long by 20" Wide								
64	Pillow covers Standard size 50cm by 75cm20" x 30"	YES	pc	1	Pure cotton Standard size 50cm by 75cm20" x 30								
65	Bowl metallic	YES	Pc	1	Good Quality								
66	Bowl Plastics	YES	Pc	1	Good quality								



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67	Frying Pan	YES	Pc	1	Small size good quality								
68	Frying pan	YES	Pc	1	Medium size good quality								
69	Frying pan	YES	Pc	1	Large size good quality								
70	2 Handle not stick pot with cover (ceramic coated)	YES	Set	1	Saucepan / cooking pot / all sizes								
71	Stainless steel cooking pot round	YES	Set	1	Saucepan / all sizes								
72	Rope Nylon small size	YES	Roll	1	Nylon various inch good quality								
73	Rope Nylon medium size	YES	Roll	1	Nylon various inch good quality								
74	Rope Nylon big size	YES	Roll	1	Nylon various inch good quality								
75	Rope	YES	Roll	1	Metallic 1 meter								
76	Washing line clips	YES	Pack	1	Pegs (pack of 20Pcs or 24pcs)								
77	Hanger	YES	Pc	1	Plastics type good quality								
78	Hanger	YES	Pc	1	Wooden type good quality								
79	Hanger	YES	Pc	1	Metallic type good quality								
80	Electronic kettle	YES	Pc	1	Good quality								
81	Coffee Machine electrical type sizes 221x335x430mm	YES	Pc	1	Drip high quality electrical type sizes								



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					221x335x430m m							
82	Heavy duty plastic carry bag	YES	Pc	1	Simple carry bag							
83	Blankets Double bed	YES	Pc	1	Good quality pure Cotton							
84	Blankets medium bed	YES	Pc	1	good quality 4.5-5kgs							
85	Bed cover good quality medium size	YES	Pc	1	good quality medium size							
86	Mosquito net (not treated) with Metallic Stand - 5X6	YES	Pc	1	Mosquito Net with Metallic Stand - 5X6							
87	Mosquito net frame stand (not treated)	YES	Pc	1	Extra-large Frame stand							
88	Buckets - 5 liters	YES	Pc	1	Plastic type good quality							
89	Buckets - 10 liters	YES	Pc	1	Plastic type good quality							
90	Buckets - 20 liters	YES	Pc	1	Plastic type good quality							
91	10 liter circular basin	YES	Pc	1	Plastic type good quality							
92	Big circular basins for wamshing cloths	YES	Pc	1	Plastic type good quality							
93	Big circular basins for washing cloths	YES	Pc	1	Metallic type good quality							
94	Soft brush	YES	Pc	1	long handle							
95	Door mat	YES	Pc	1	Good quality							
96	Entry mat	YES	Pc	1	Plastic type Good quality							



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97	Table lamp	YES	Pc	1	Rechargeable type good quality							
98	Light bulb	YES	Pc	1	30w							
99	Florescent light bulb	YES	Pc	1	40w							
LOT #2 CONSTRUCTION MATERIALS AND WASH ITESMS												
101	Spades	YES	Pc	1	With metal Handle							
102	Hoe with wooden handle	YES	Pc	1	Good quality							
103	Razor wire (1 meter)	YES	Mete r	1	steel type good quality							
104	Barb wire (1 meter)	YES	Mete r	1	steel type good quality							
105	Electric cable cutter	YES	Pc	1	Good quality							
106	Gum boots	YES	Pair	1	Various sizes good quality							
107	Safety boots	YES	Pair	1	Various sizes good quality							
108	Water filter (20 liters)	YES	Pc	1	(20 liters)							
109	Long handled broom	YES	Pc	1	good quality							
110	Office Waste paper bin	YES	Pc	1	Dust bin plastic small size							
111	Office Waste paper bin	YES	Pc	1	Dust bin plastic large size							
112	Office Waste paper bin	YES	Pc	1	metal dust bin							
113	Waste watcher organic dust bin	YES	Pc	1	Plastic Big Good quality							
114	Free standing fan	YES	Pc	1	Good Quality							
115	Wall fan	YES	Pc	1	Good Quality							
116	Lighter	YES	Pc	1	Gas type							
117	Candle Mug type	YES	Pack	1	10 pcs in packet							



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118	Rain coat	YES	Pc	1	Good quality all sizes								
119	Mag light AA size`	YES	Pc	1	Torch with AA battery								
120	Mag light triple DD	YES	Pc	1	Torch with D battery								
121	2 Person tent	YES	Pc	1	Waterproof, Good quality								
122	Mosquito doom 400ml/600ml Insecticide Mosquito Spray & Insect Killer Spray	YES	Pc	1	Normal size 400ml/600ml, 5 packing								
123	Roll mat	YES	Pc	1	Exercise mat								
124	Plastic cup	YES	Pc	1	Good quality								
125	Plastic plates	YES	Pc	1	Good quality								
126	katadyn water filter"1.0L Steel bottles	YES	Pc	1	katadyn water filter"1.0L Steel bottles								
127	Washing Soap B29	YES	Box	1	100pcs in packet								
128	Window cleaning liquid	YES	Pc	1	Good quality								
129	Food dish containers	YES	Set	1	(set of 6 pieces) Big size								
130	Food dish containers	YES	Set	1	(Set of 6 Pieces) Medium size								
131	Conference Table sizes 18' x 12' 10"cm	YES	Pc	1	Varies types sizes 18' x 12' 10"cm								
132	Plastics Sheet 5x4	YES	Bundle of 5 pcs	1	Oxfam type good quality								
133	Plastics Sheet 6x4	YES	Bundle of 5 pcs	1	Oxfam type good quality								



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134	PVC Tents fabric with good quality water proof cover.	YES	Pc	1	12x6x4 meter long Canvas							
135	Cereal Bowl	YES	Pc	1	Good quality							
136	Salad Bowl Sizes 12" Bowl 12-1/8" X 2-3/4" Serves	YES	Pc	1	Salad Bowl Sizes 12" Bowl 12-1/8" X 2-3/4" Serves							
137	Plastic Water jug	YES	Pc	1	Medium size good quality							
138	Plastic Water jug	YES	Pc	1	Large size							
139	Tupperware Bread Server for Keeping Bread Loaves Fresh on the Counter	YES	Pc	1	Tupperware Fr eeze It Starter Set 2X 1,9 Cup, 2X 4.6 Cup, 1x 4.2 CupFor keeping bread and food fresh							
140	Rubber bathroom mat	YES	Pc	1	Good quality							
141	Biscuits packets	YES	Box	1	All types							
142	Powered juice Sackets	YES	Box	1	all type flavors							
143	Action powered soap for dishes	YES	Pc	1	medium size							
144	Plastic lbrick type (or equivalent)	YES	Pc	1	liter 1.5l good quality							
145	Plastic kettle lbrick type (or equivalent)	YES	Pc	1	Good quality							
146	Rechargeable torches flashlight	YES	Pc	1	good quality							
147	Battery torches	YES	Pair	1	Normal size good quality							
148	Dry cell batteries AA	YES	Pair	1	Normal size good quality							
149	Dry cell batteries AAA	YES	Pair	1	Normal size good quality							



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150	Dry cell batteries C	YES	Pair	1	Normal size good quality								
151	Dry cell batteries D	YES	Pair	1	Normal size good quality								
152	Metallic whistle good quality (all types)	YES	Pc	1	Normal size good quality								
153	Metal cups	YES	Pc	1	Normal size good quality								
154	Metal plates	YES	Pc	1	Normal size good quality								
155	Overalls blue cotton fabric	YES	Pc	1	All sizes								
156	Net balls	YES	Pc	1	Good quality								
157	Football	YES	Pc	1	Good quality								
158	Volley ball	YES	Pc	1	Good quality								
159	Volleyball net	YES	Pc	1	Good quality								
160	Football net	YES	Pc	1	Good quality								
161	Flasks for hot water	YES	Pc	1	Good quality big size 5 Liters								
162	Flasks for hot water small size 2.5 or 3 Liters	YES	Pc	1	Good quality small size 2.5 or 3 Liters various type								
163	Plastic gloves	YES	Pair	1	good quality								
164	Workman gloves leather	YES	Pair	1	good quality (Heavy duty)								
165	Hard brooms for cleaning compound	YES	Pc	1	Local broom								
166	Kitchen cutting board	YES	Pc	1	Plastic type large								
167	Plastic Watering can	YES	Pc	1	Normal size good quality								



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168	Metal watering can	YES	Pc	1	Normal size good quality								
169	Pick Axe	YES	Pc	1	With Wood handle								
170	Rakes	YES	Pc	1	with metal handles								
171	Digging bars	YES	Pc	1	Good quality								
172	Claw Hammer	YES	Pc	1	good quality								
173	Handsaw	YES	Pc	1	good quality								
174	Panga with wood handle sizes tall, 3-4 ft (1-1.2 m)	YES	Pc	1	Machete good quality								
175	Wheel barrows	YES	Pc	1	Good quality								
176	Empty Plastic jerry cans	YES	Pc	1	20lit all type good quality for fuel								
177	Empty Plastic jerry cans	YES	Pc	1	10liters Good quality								
178	Padlock tricycle	YES	Pc	1	big sizes good quality with minimum three keys								
179	Padlock tricycle	YES	Pc	1	Medium sizes good quality with minimum three keys								
180	Padlock tricycle	YES	Pc	1	Small sizes good quality with minimum three keys								
181	Combination padlocks	YES	Pc	1	Various sizes								
182	White Bar soap (1kg)	YES	Box of 25	1	Mukwano soap								
183	White Bar Soap (600g)	YES	box of 30	1	Mukwano soap								



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184	Bar soap	YES	Pc	1	800g white good quality								
185	Measuring tape 50 meter long	YES	Pc	1	50m / 165ft Tape Measures.								
186	Measuring tape 100m/330ft	YES	Pc	1	100meter/330ft Long								
187	Plastic chairs	YES	Pc	1	Various colors								
188	Plastic tables	YES	Pc	1	Square (90 cm x 90 cm)								
189	Megaphones rechargeable	YES	Pc	1	with cables good quality								
190	Metal Kettle for cooking hot water	YES	Pc	1	medium size								
191	Metal kettle for cooking hot water	YES	Pc	1	Big size								
192	Green tea	YES	Box	1	Box of 100 Tea bags								
193	Dust masks disposable	YES	Pc	1	Good quality								
194	Heavy duty dust mask	YES	Pc	1	with changeable filter								
195	Disposable cups	YES	Pc	1	Good quality								
196	Steel wire for scrubbing sauce pan	YES	Roll	1	Good quality								
197	Key holder with different colors (packet of 100)	YES	Pack	1	Good quality								
198	Metallic box	YES	Pc	1	Big size								
199	Metallic box	YES	Pc	1	Medium size								
200	Metallic box	YES	Pc	1	Small								
201	Empty Sand bags	YES	Pc	1	Capacity of 100kg								



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202	Empty Sand bag	YES	Pc	1	Capacity of 50kg								
203	Electrical hot plate (two plates)	YES	Pc	1	good quality								
204	Mixed soda 500ml	YES	Pack	1	Pack of 12 bottles								
205	White paper hand towels	YES	Pack	1	good quality								
206	Latex medical examination Gloves	YES	Box	1	Premium quality								
207	Clorox toilet Liquid 375ml	YES	Bottle	1	Liquid 375ml								
208	HTH Chlorine 45kg	YES	Kg	1	Powder type CHLORE (HTH), 60 to 70%, granulates								
209	Wash Buckets with taps and lid (20-liter capacity) with ACTED and Donor Logo	YES	Pc	1	(20 liter) capacity								
210	Wash Buckets with taps and lid with ACTED and Donor Logo	YES	Pc	1	Big size capacity								
211	Spray bottles for spraying disinfection solution on surfaces (20l)	YES	Pc	1	dis infection solution on surfaces (20l)								
212	Spray bottles for spraying disinfection solution on surfaces (1l to16L)	YES	Pc	1	disinfection solution on surfaces (1l to 16L)								
213	Squeegees cleaners	YES	Pc	1	Plastics type with handle								
214	Bathing Dettol soap (or equivalent)	YES	Box	1	Pack of 12 Dettol soap (or equivalent)								



T/FWC/MULTIPLE/MULTI/HOUSEHOLD ITEMS/JUBA/01/11/2022.

215	Reusable fabric mask Face with two or three layers	YES	Pc	1	Cotton with two or three layers varies sizes									
216	Best sports Jerseysfor football varies sizes	YES	Pair	1	Various types, Sizes and colours									
217	Soda various brands 300ml/600mlt	YES	Crate	1	crate of 24 bottles									
218	Timbers (2*4) 4-meter-long hard wood	YES	Pc	1	4-meter-long hard wood									
219	Timbers (2*4) 4-meter-long soft wood	YES	Pc	1	4-meter-long soft wood									
220	Timbers (2*3) 4-meter-long hard wood	YES	Pc	1	4-meter-long hard wood									
221	Corrugated Galvanized Iron or steel (CGI) sheets 26gauge	YES	Pc	1	Good quality steel (CGI) sheets 26gauge									
222	Corrugated Galvanized Iron or steel (CGI) sheets 30gauge	YES	Pc	1	Good quality steel (CGI) sheets 30gauge									
223	Corrugated Galvanized Iron or steel (CGI) sheets 32gauge	YES	Pc	1	Good quality steel (CGI) sheets 32gauge									
224	Iron sheets cutter	YES	Pc	1	3 inches									
225	Wire Mesh 2.5 m	YES	Pc	1	Metal wire mesh 2.5m Sheet									
226	Metal Strip wire	YES	Roll	1	Roll of 50 meters									
227	Steel Mosquito wire Mesh (Size 16x26, 4'x15m) (not treated)	YES	Roll	1	Roll of 50 meters									
228	Binding wire 0.16mm-0.6mm	YES	Kg	1	Coils or spools 5kg/Bundle									
229	Wire cutter 6-8-Inches	YES	Pc	1	Wire Cutter, 6-8-Inches									



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230	Nails galvanized (4 inches)	YES	Kg	1	galvanized (4 inches)							
231	Nails Galvanised (3 inches)	YES	Kg	1	galvanized (3 inches)							
232	Nails Galvanised (2 inches)	YES	Kg	1	galvanized (2 inches)							
233	Roofing nails	YES	Kg	1	3 inches							
234	Wood preservative	YES	Liter	1	Jerry can of 5lts							
235	Type Zoro or equivalent select chip brush for painting	YES	Pc	1	Various inches 3in							
236	Type Zoro or equivalent select chip brush for painting	YES	Pc	1	Various inches 4in							
237	Type Zoro or equivalent select chip brush for painting	YES	Pc	1	Various inches 8in							
238	Metal trowel	YES	Pc	1	3 inches							
239	Door latches	YES	Set	1	Complete sate							
240	Door inches	YES	Set	1	Complete sate							
241	Metallic ridge plate cover	YES	Pc	1	ridge plate cover							
242	Sewing machines Singer (or equivalent) ranged in size from 12 to 14 1/2 inches in width, to 6 1/2 to 7 inches in depth and 6 1/2 to 8 inches for the space between the pillar and the needle	YES	Pc	1	Various size from 12 to 14 1/2 inches in width, to 6 1/2 to 7 inches in depth and 6 1/2 to 8 inches for the space between the pillar and the needle.							
243	Portable Sewing machine Small	YES	Pc	1								
244	Fabric clothes (kitenge)	YES	Roll	1	Rolls of 6 m long							



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245	African Fabric (Kanga)	YES	Roll	1	Rolls of 6 m long								
246	Needling Threads Pack of 12 Rolls	YES	Box	1	Thread with Needle (24 Mixed 2/0, 3/0, 4/0) - Practicing Suturing								
247	Sewing threads Pkt of 12 Rolls	YES	Pc	1	Pkt of 12 Rolls Packaging is 20cm x 20cm x 6.5cm (L x B x H)								
248	Needle sizes 18-110 flat and rounds	YES	Box	1	Needle sizes 18-110 flat and rounds								
249	Plastic bucket 15liters capacity with lid and tap	YES	Pc	1	15liters capacity with lid and tap								
250	Body Bag Small	YES	Pc	1	Good quality materials								
251	Body bag Big	YES	Pc	1	Good quality materials								
252	Duronic (or equivalent) AM/FM Radio Hybrid, Charge 3 Ways: Solar Power, Wind Up, USB, Dynamo Crank Charging , Headphone Jack 3.5mm , Portable	YES	Pc	1	FM Radios with Solar sizes 1.61 x 2.87 x 5.12 inches								
253	Local poles 3 m longer	YES	Pc	1	3 diameter circumferences								
254	Plastic jerry cans with marks from 1-20L	YES	Pc	1	Good quality for measuring fuel with marks from 1-20L								



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255	Flexible Hose 0.5 inch & 30 Mt Long Garden Water Pipe/PVC Pipe/Car and Bike wash Pipe with Hose Connector	YES	Roll	1	Flexible Hose 0.5 inch & 30 Mt Long Garden Water Pipe/PVC Pipe/Car and Bike wash Pipe with Hose Connector								
256	Sofa set (One two seater and two one seater)	YES	Set	1	A Set of 3 pcs								
257	Curtains for doors and windows (pairs)	YES	Pair	1	Good Quality								
258	Curtains for windows (pairs)	YES	Pairs	1	Good Quality								
259	Celling fans	YES	Pc	1	Various type Good Quality								
260	Bicycle type phoenix or equivalent	YES	Pc	1	with its Complete spare parts								
261	Small plastic bags	YES	Pc	1	Bags - 0.5 capacity (this is normally use for distribution)								
262	Soda various brands 600ml	YES	Pack	1	Pack of 12 bottles plastic								
263	Measuring tape 7.5 tape metallic	YES	Pc	1	7.5m /25ft tape measures								
264	Barricade Safety caution Tape	YES	Roll	1	Stripes Barricade Tape: 3 in. x 1000 ft. / 2 mil thick								
265	Ludo With Glass frame medium size	YES	Pc	1	good quality								
266	Dominus game (hard) Large size	YES	Pc	1	Hard and Large size								



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267	Playing Cards	YES	Set	1	Good quality							
268	Chess (wooden) Normal size	YES	Pc	1	Normal Size							
269	Mango Juice	YES	Tin	1	2500g							
270	Ball Pump	YES	Pc	1	good Quality							
271	Re useable Referee Cards sizes 3.35"x 5" football referee game cards light weight,	YES	Set	1	Red card and yellow card sizes 3.35"x 5" football referee game card is light weight,							
272	Corner flags	YES	Set	1	4 Pcs set							
273	Line man Flags	YES	Pair	1	2 Pcs a pair							
274	Blanket medium size	YES	Pair	1	2 Pcs a pair							
275	Nails	YES	Kg	1	Galvanized 5 Inches							
276	Timbers 2X3 soft wood	YES	Pc	1	3m long soft wood							
277	Timbers 2X6 soft wood	YES	Pc	1	3m long hard wood							
278	Teak Poles	YES	Pc	1	3m Long Soft wood							
279	Jamaica Rope	YES	Bundle	1	10 Pcs in a bundle							
280	Bamboo bundle of 10pcs	YES	Bundle	1	10 Pcs in a bundle							
281	Pickaxes with two heads	YES	Pc	1	good quality							
282	Football Socks	YES	Pair	1	2 Pairs Various colours							
283	Back Packs, Small size, waterproof	YES	Pc	1	Good Quality with waterproof							
284	Plastic water tanks,	YES	Pc	1	200 litters							
285	Hand Needle for bedsheet	YES	Pc	1	box of 50 pcs							



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286	Bedsheet Waxy	YES	Roll	1	roll of 50meters							
287	Tires for phoenix single frame	YES	Pc	1	Bike Tubes 28*1-1/2 Natural Rubber Tube, a/V. to fixed in the rim of 26							
288	Rolling chain for bicycle kmc z50 bicycle chain	YES	Roll	1	KMC Z50 Bicycle Chain (6-7-Speed, 1/2 x 3/32-Inch, 116L, Dark Silver/Brown)							
289	Bicycle brake systems front and rear	YES	Set	1	bicycle brake sy stems							
290	Bike fork front	YES	Pc	1	Good quality							
291	Bike pump	YES	Pc	1	Hand pump for the bicycle							
292	Spokes for bicycle phoenix	YES	Box	1	Box of 72 pcs							
293	Pedal for bike original type	YES	Set	1	Schwinn SW76173-4 Universal Pedal (1/2 x 9/16-Inch) or equivalent							
294	Inner tubes for bicycle	YES	Pc	1	Bike Tubes 28*1-1/2 Natural Rubber Tube, a/V.							
295	Bike belt	YES	Pc	1	Good quality							
296	Bicycle Seat comfortable	YES	Pc	1	Good quality							
297	Hub for phoenix bike type 28*1- 1/2*36h Cp Steel Rim	YES	Pc	1	28*1-1/2 Natural Rubber Tube, a/V.							



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298	Toilet slabs 80x60cm	YES	Pc	1	Good quality toilet slab 80x60cm								
299	Toilet slabs 105x115cm	YES	Pc	1	Good quality toilet slab 105x115cm								
300	Plastics sheet 4x50roll	YES	Roll	1	Size 4x50m long								
301	Camping Sleeping mat 6x9 Meter	YES	Pc	1	Good quality								
302	Camping Sleeping mat 3x6 meter	YES	Pc	1	Good quality								
303	Fishing twine 21ply500g	YES	Roll	1	210D/12ply nylon fishing twine 500g								
304	Collapsible jerrycan 20 liters with tap	YES		1	spool								
305	Collapsible jerrycan 10 liters	YES	Pc	1	20literes good quality								
306	Hand pump IMK II 30m depth complete set	YES	Pc	1	10 liters good quality								
307	IMK II Standard tool kit	YES	Set	1	IMK 11-30m depth complete set								
308	Fishing hook size 7	YES	Kit	1	IMK II Standard tool kit								
309	Maloda with wood handle	YES	pcs	1	Good quality box								
310	Reusable sanitary pads 4pcs kit	YES	Pc	1	Good quality with wood handle 1.5m long								



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311	Sleeping bag 175-185 cm	YES	Kit	1	4pcs kits								
312	Net shade different colours size 2x50m	YES	Pc	1	Standard type below 30c								
313	LG (or equivalent) Washer Machine 7-10kg Front Loading Fully Automatic Washing Machine	YES	Roll of 50m	1	different colours size 2x50m								
314	12 Volts INCOE Generator Batteries (or equivalent)	YES	Pc	1	S/N M164500062, CODE:								
315	Bow saw 36"	YES	Pc	1	705C001468, INPUT 11:21.3A, OUTPUT 12:23A, P2: 11KW, 400, 15HP:480V (or equivalent)								
316	Hack saw metal snips heavy duty 12" (300mm)	YES	Pc	1	12 Volts INCOE Generator Batteries (or equivalent)								
317	Try square (for carpenters) at least 25cm long	YES	Pc	1	Type GCO brand original								
318	Sewing Kit	YES	Pc	1	Type BAHCO								
319	Plastic mat	YES	Pc	1	Try square (for carpenters) at least 25cm long								



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320	Rechargeable Fan	YES	Pc	1	1 set of needles, different sizes; 1 x small scissors; 1 x tape measure; 2 x pins; 2 x sets safety pins; 1 set of thread, multiple colours								
321	Rechargeable Solar LED Lantern	YES	Pc	1	Polypropylene or recycled reed-woven mat, 3m x 4m								
322	Hand crank torch	YES	Pc	1	16 inches, 12 V DC, 220V rechargeable, 15 W high speed (3 hrs operational time)- 9 W low speed (8hrs operational time)								
323	Basic First Aid Kit	YES	Pc	1	Basic first aid kit to contain packed in a small bag:								
324	Water purification tablets (50 pcs)	YES	Kit	1	-Plasters in a variety of different sizes and shapes								
325	Plastic Thermos with Cover + tap (push button) 10 litres capacity – with handler, weight 1.15Kg	YES	Pcs	1	small, medium and large sterile gauze dressings								
326	3x3m pvc gazebo tent fabric with good quality material	YES	Pc	1	-Two sterile eye dressings								



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327	4x4m pvc gazebo tent fabric with good quality material	YES	Pc	1	-Triangular bandages							
328	5x5m pvc gazebo tent fabric with good quality material	YES	Pc	1	-Rolled bandages							
329	ACTED Facemask 2 to 3 layers	YES	Pc	1	-Safety pins							
330	White Canopy branded various Logos	YES	Pc	1	-Disposable sterile gloves							
331	Hand Washing Bucket 20l with ACTED & Other Donors Logos	YES	Pc	1	-Tweezers							
332	Hand Washing Bucket 50l with ACTED & Other Donors Logos	YES	Pc	1	-Scissors							
333	Insulated Water Container keeping the water cool with a capacity of 20-liters with handles and tap	YES	Pc	1	-Alcohol-free cleansing wipes							
334	GI Riser pipe 1¼" X3M (India Mark II) (Treats must be 7 or more) and pipe weigh 18 and above KG)	YES	Pc	1	-Sticky tape							
335	GI Connecting Rod 3M (India Mark II)	YES	Pc	1	Thermometer (preferably digital)							
336	Cylinder assembly India Mark II / III	YES	Pc	1	-Mosquito Repellent.							
337	Standard tool Box (India Mark II)	YES	Pc	1	- Insect bites ointment.							
338	Special tool Box (India Mark II)	YES	Pc	1	-Suncream (30 SPF)							
339	Fast moving kit India Mark II	YES	Box	1	5 x bags of Aqua tabs (50 pcs)							



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340	Consumables for DelAgua Kits - 200 Plates (Non-rapid version)	YES	Box	1	Thermos with Cover + tap (push button) 10 litres capacity – with handler, weight 1.15Kg							
341	3x3m pvc gazebo tent fabric with good quality material	YES	Pc	1	3x3m pvc gazebo tent fabric with good materials							
342	4x4m pvc gazebo tent fabric with good quality material	YES	Pc	1	4x4m pvc gazebo tent fabric with good quality material							
343	5x5m pvc gazebo tent fabric with good quality material	YES	Pc	1	5x5m pvc gazebo tent fabric with good quality material							
344	ACTED Facemask 2 to 3 layers	YES	Pc	1	With two or triple layers							
345	White Canopy branded various Logos	YES	Pc	1	10x20 meter long good quality fabric							
346	Hand Washing Bucket 20l with ACTED & Other Donors Logos	YES	Pc	1	Bucket 20l with ACTED & Other Donors Logos							
347	Hand Washing Bucket 50l with ACTED & Other Donors Logos	YES	Pc	1	Washing Bucket 50l with ACTED & Other Donors Logos							



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348	Insulated Water Container keeping the water cool with a capacity of 20-liters with handles and tap	YES	Pc	1	Insulated Water Container keeping the water cool with a capacity of 20-liters with handles and tap								
349	GI Riser pipe 1¼" X3M (India Mark II) (Treats must be 7 or more) and pipe weigh 18 and above KG)	YES	Pc	1	X3M (India Mark II) (Treats must be 7 or more) and pipe weigh 18 and above KG)								
350	GI Connecting Rod 3M (India Mark II)	YES	Pc	1	(India Mark II)								
351	Cylinder assembly India Mark II / III	YES	Pc	1	India Mark II / III								
352	Standard tool Box (India Mark II)	YES	Pc	1	India Mark II)								
353	Special tool Box (India Mark II)	YES	Pc	1	India Mark II								
354	Fast moving kit India Mark II	YES	Box	1	India Mark II								
355	Consumables for DelAgua Kits - 200 Plates (Non-rapid version	YES	Box	1	DelAgua Kits - 200 Plates (Non-rapid version								
356	Under wears (Pants), Assorted Sizes	YES	PCS	1	Good quality								
357	Textile Shoulder Bags, for packing dignity Kits	YES	PCS	1	Good quality								
358	Fishing nets Silk Type green color goo quality	YES	PCS	1	Good quality								
359	Camp master Dome 420 (Camping Tents), 4 sleeper,	YES	PCS	1	Good quality								



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	dimensions: L= 245 cm, W= 245 cm and H= 140 cm										
360	Round Rings for making bedsheets	YES	PCS	1	Good quality						
361	PUR (Box of 240 Sachets)	YES	PCS	1	Good quality						
362	Aquatabs (67mg tabs/Box of 16000 Tabs), Water Purification Tablets	YES	PCS	1	Good quality						
363	Filter Cloth, a roll of 18 x 1 meters , good quality	YES	PCS	1	Good quality						

- If the tender is divided into lots, the Bidder [may bid for one or all lots] or [must bid for all lots]. Each lot [may / may not] be subject to a separate contract and the quantities indicated for some lots cannot be divided. [The Bidder must offer all items & quantities indicated for each lot. Bids for part of a lot only will not be considered].
- If the Bidder is awarded more than one lot, a single contract may be concluded including all lots.
- If the items have not been divided into lots, the Bidder [must submit offer for the entirety of the items and quantities] or [may submit an offer for part of the items and/or quantities] indicated in the call for tender.

UNIT AND TOTAL PRICES MUST BE INCLUSIVE OF ALL COSTS (TRANSPORTATION, LOADING/OFFLOADING, APPLICABLE TAXES, ETC.).

PLEASE ATTACH ANY TECHNICAL DESCRIPTION OF ITEMS SUCH AS CATALOGS, AND SAMPLES AS REQUESTED BELOW.

DELIVERY CONDITIONS:





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	DELIVERY CONDITIONS REQUESTED BY ACTED	DELIVERY CONDITIONS OFFERED BY THE BIDDER (if different)
INCOTERM (As per last version)	TO ACTED VARIOUS FIELD LOCATION	
DELIVERY ADDRESS Office/Building No Street name City Governorate/province/district Country	AS PER REQUEST OF THE PURCHASE ORDER	
DELIVERY DATE (Either X days/months from contract signature or fixed date DD/MM/YYYY)	5 DAYS AFTER APPROVAL OF PURCHASE ORDER	
TRANSPORTATION MEAN Point of departure Expected travel distance (km/miles) Mode (road/air/sea) Vehicle brand, model & year	AIR	

BIDDER'S CONDITIONS:

	GENERAL CONDITIONS RECOMMENDED BY ACTED	GENERAL CONDITIONS OFFERED BY THE BIDDER (if different)
VALIDITY OF THE OFFER	<i>3 months min; ideally 6 months</i>	
TERMS OF PAYMENT	30 DAYS AFTER RECEPTION OF INVOICE	
WARRANTIES	N/A	

Name of Bidder's Authorized Representative: _____

Authorized signature and stamp: _____

Date: _____



SUPPLIER'S ETHICAL DECLARATION

Date: _____

Supplier's name: _____

Supplier's address: _____

Supplier's contact e-mail address: _____

ACTED is committed to carrying out its procurement in a free, fair and transparent manner, purchasing through competitive procedures, and suppliers adhering to the below ethical business principles & practices.

ACTED is governed by a set of global policies that are regularly revised and reinforced (refer to <https://www.acted.org/en/about-us/values-and-policies/code-of-conduct-and-policies/>):

- **Anti-Fraud, Bribery and Corruption Policy:** ACTED has a zero-tolerance approach towards fraud and corruption and is committed to respecting the highest standards in terms of efficiency, responsibility and transparency in its activities.
- **Conflict of Interest Prevention Policy:** to ensure the most efficient, responsible and transparent delivery of aid, ACTED, its staff and partners commit to preventing their private interests conflicting with their duties and any other kind of conflict of interests.
- **Anti-Terrorism and Anti-Money Laundering Policy:** never knowingly support, tolerate, encourage or finance terrorism, the activities of those who embrace terrorism and anti-money laundering activities.
- **Child Protection Policy:** statement of intent demonstrating ACTED's commitment to safeguarding children from harm within internal procedure, throughout all activities.
- **Policy against Sexual Exploitation and Abuse:** ACTED adopts a zero-tolerance approach towards sexual exploitation and abuse, and is thus committed to their prevention and sanction both within the organisation and within the framework of its programmes and beneficiary populations.
- **Environmental Safeguarding Policy:** ACTED is committed to the promotion of a 3Zero world: zero exclusion, zero carbon, zero poverty. In line with this, ACTED is committed to good environmental stewardship in its operations and in all of its humanitarian and development programming. ACTED commits to minimising the environmental impact of our operations.

The present document is considered an annex to all Purchase Orders and Procurement Contracts ACTED may conclude with your company. Therefore, any breach to the below statements and/or any failure to properly fill in the below statement may result in the termination of the Purchase Order or Procurement Contract without compensation.

1. By undersigning this Ethical Declaration, we, the authorized representative of the supplier stated above, certify that no legal relationship exists between our company, our joint-ventures or our subcontractors, and any ACTED staff nor implementing partners. As a consequence, we hereby testify that we have no interest or connection with ACTED other than those disclosed below [please declare below whether you, the company, its owners, directors, staff or agents have any interest or connection with any ACTED employee, volunteer or agent, or any of ACTED implementing partners].



Situation 1¹

Name of the person or entity with possible interest or connection with ACTED staff or implementing partners:

Name of ACTED staff or implementing partners with possible interest or connection with you, the company, its owners, directors, staff or agents:

Nature of interest or connection²:

2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint-Venture including Subcontractors under the Contract are in any of the following situations :
- being bankrupt or being wound up, having their affairs administered by any courts, having entered into an arrangement with creditors, having suspended business activities, being the subject of proceedings concerning those matters, or being in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - having been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
 - having been guilty of grave professional misconduct proven by any means which the concerned contracting authority can justify;
 - having 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 they are established or with those of the country of presence of ACTED or those of the country where the contract is to be performed;
 - having been the subject of a judgment for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of ACTED or its donors;
 - being currently subject to an administrative penalty for being guilty of misrepresentation in supplying the information required by a contracting authority, for failing to supply this information or for having been declared to be in serious breach of their contractual obligations towards this contracting authority,
 - being subject to any national, regional or international sanction related to terrorism or money laundering.
3. We hereby acknowledge that:
- neither we nor any of the members of our Joint Venture or any of our Subcontractors shall violate the basic rights of ACTED's or its implementing partners' beneficiaries;
 - neither we nor any of the members of our Joint Venture or any of our Subcontractors shall be engaged in the manufacture of arms, in the sale of arms to governments which violate the human rights of their citizens; or where there is internal armed conflict or major tensions; or where the sale of arms may jeopardise regional peace and security.

¹ Please use the same format for reporting any additional situation as an annex to the present document, signed & stamped.

² The existence of an interest or connection does not preclude being vetted as ACTED supplier; it enables to properly manage any potential conflict of interest for sound management of any contractual bindings between your company and ACTED in the future.





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- neither we nor any of the members of our Joint Venture nor any of our Subcontractors shall participate, support or finance, directly or indirectly, in an act of terrorism or an act of money laundering;
- neither we nor any of the members of our Joint Venture nor any of our Subcontractors have engaged or will engage in any Sanctionable Practice;
- neither we nor any of the members of our Joint Venture or any of our Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, or the European Union;
- we comply with and ensure that our Subcontractors and major suppliers with international environmental and labour standards, consistent with laws and regulations applicable in the country and the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties.
- neither we nor any of the members of our Joint Venture nor any of our Subcontractors directly or indirectly, voluntarily or involuntarily, participate, organise or benefit, by any means whatsoever, from any form of child ill-treatment or negligence;
- neither we nor any of the members of our Joint Venture or any of our Subcontractors shall directly or indirectly participate in sexual exploitation and abuse, or take undue advantage of their professional position for their personal interest or to obtain a favour of a sexual nature.

A summary of the ILO and international environmental standards are provided below as appendixes; however, we recognise hereby being knowledgeable of such standards in their entirety.

4. We undertake to bring to the attention of ACTED any change in situation with regard to points 1, 2 and 3 above.
5. We hereby commit to:
 - provide quotations & offers at the best value when requested;
 - accept payment by cash, cheque or bank transfer;
 - not offer or pay incentives to ACTED, its implementing partners or any of ACTED staff or of its implementing partners, either to be awarded to supply goods, equipment, services and/or works, nor as personal gifts or loans;
 - not to request favor nor payment from ACTED, its implementing partners or any of ACTED staff or of its implementing partners, to provide quotations or offers;
 - notify ACTED immediately at transparency@acted.org in case we have reasons to believe that practices listed above, or similar ones, have occurred.Similarly, ACTED hereby:
 - commits to assess quotations and offers fairly, based on non-discrimination, equal treatment, transparency, and confidentiality principles;
 - recalls that no payment, favor, gift, loan or any other kind of retribution is requested to submit any quotation or offer to ACTED.
6. We hereby accept as well as all members of our Joint Venture partners and subcontractors to:
 - upon request, provide information relating to our company's, our Joint Venture partners and subcontractors registration documents, past performances, and any other commercial or administrative documents relevant for assessing our experience and capacity;
 - and permit ACTED and its donors or an agent appointed by either of them to inspect the respective accounts, records and documents, to permit on-the-spot checks and to ensure access to sites and the respective project.
7. In the case of being awarded a Purchase Order or a Procurement Contract, we, as well as all our Joint Venture partners and subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with applicable law, but in any case for at least ten years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with applicable law. Furthermore, we accept



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that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the applicable law by ACTED and its donors.

8. In the case of being awarded a Contract, both parties hereby agree on:
- require the immediate cessation of serious breaches to the present Ethical Declaration terms and, where these persist, terminate the business relationship.
 - seek to ensure all staff are aware of their rights and involved in the decisions which affect them.
 - recognise official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organisations.
 - seek arbitration in the case of unresolved disputes.

Name (company's legal representative, or representative otherwise authorized by the supplier's legal representative):

In the capacity of: _____

Duly empowered to sign in the name and on behalf of: _____

Signature: _____



Appendix – Summary of Labour & Environmental StandardsA. Summary of Labour standards (indicative only, please refer to ACTED policies and ILO standards)

The labour standards in this code are based on the conventions of the International Labour Organisation (ILO).

- *Employment is freely chosen*

There is no forced, bonded or involuntary prison labour. Workers are not required to lodge `deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.

- *Freedom of association and the right to collective bargaining are respected*

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

- *Working conditions are safe and hygienic*

A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

- *Child Labour shall not be used*

There shall be no new recruitment of child labour. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

- *Living wages are paid*



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Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

- *Working hours are not excessive*

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. In any event, workers shall not on a regular basis be required to work in excess of the local legal working hours. Overtime shall be voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

- *No discrimination is practised*

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

- *Regular employment is provided*

To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

- *No harsh or inhumane treatment is allowed*

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

- B. Summary of Environmental standards (indicative only, please refer to ACTED policies, Global Compact here <https://www.unglobalcompact.org/what-is-gc/mission/principles> & Green Procurement Policy here: https://ec.europa.eu/environment/gpp/index_en.htm)

ACTED suppliers will minimise, and wherever possible, eliminate the release of any pollutant that may cause environmental damage to the air, water, earth or its inhabitants, while as a minimum complying with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

- *Sustainable use of natural resources*



ACTED suppliers will sustain the use of renewable natural resources and will conserve non-renewable resources through efficient use and careful planning.

- *Conservation*

Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

- *Waste Management*

Waste creation is minimised and wherever economically possible reused, repaired and recycled. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

- *Energy Use*

All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

- *Packaging and Paper*

Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.



GENERAL CONDITIONS OF PURCHASE
(full version)**Article 1 - Scope and purpose**

The purpose of ACTED's General Conditions of Purchase (hereinafter the "General Conditions") is to define the terms and conditions for the purchase and/or rental of goods (hereinafter the "Goods") and/or the performance of services (hereinafter the "Services"). The term "Supply" refers to both the Goods and the Services provided by the seller or provider (hereinafter referred to as the "Contractor"). The description, specifications, specific conditions of performance, sale and delivery of the Supplies and any conditions derogating from the General Conditions shall be defined jointly by the Parties after negotiation and appear in the special conditions (hereinafter the "Special Conditions") and/or in the purchase order (hereinafter the "Purchase Order"). The General Conditions and their annexes form, together with the Special Conditions and/or the Purchase Order, the purchase contract agreed between ACTED or any company controlled by ACTED within the meaning of Article L.233-3 of the French Commercial Code (hereinafter the "Contracting Authority") and the Contractor (hereinafter the "Contract").

The response to an invitation to tender and/or the execution of ACTED's orders shall be deemed acceptance of these conditions and waiver by the Contractor of its general conditions of sale. These General Conditions shall prevail without exception over any other conditions specific to the Contractor unless express and written derogation granted by ACTED.

In case of contradiction or imprecision, these contractual documents are applied in the following hierarchical order, the document of higher rank taking precedence over the document of lower rank:

- The Special Conditions
- The Purchase Order(s)
- The General Conditions

Article 2 - Capacity of the Contractor

The Contractor declares to possess:

- sufficient technical skills and means to ensure the performance of the Contract in accordance with these Conditions and the rules of the trade,
- the financial capacity and personnel resources to ensure the performance of the Contract without any risk of interruption,
- the authorisations, rights and approvals necessary for the performance of the Contract.
- perfect knowledge of the conditions of access to the places mentioned in the purchase order and/or the special conditions of purchase.

The Contractor declares:

- to be in full compliance with social and tax legislation in force at the place of performance of the services.
- to vouch for the good behaviour of its staff and of the staff of its potential subcontractors.
- not to be subject to collective proceedings
- not to be subject to international sanctions (OFAC, EU, or others).

Article 3.1 - Delivery of goods**3.1.1. - Deadlines**

As an obligation of result, the Contractor, upon receipt of the Purchase Order from the Contracting Authority, undertakes to take charge of the supply, transport and delivery of the Goods ordered, the completion of export and import customs formalities and to pay the duties and taxes related to these operations interpreted on the basis of the latest INCOTERMS. The Goods shall be delivered to the Contracting Authority by a carrier chosen by the Contracting Authority/Contractor.



3.1.2. - Reception

Once delivery has been duly made by the Contractor, the Contracting Authority shall sign the delivery note (hereinafter the "Delivery Note") submitted by the carrier.

Under the terms of this Delivery Note, the Contracting Authority is only required to check the appearance of the parcels upon delivery and their number, and if necessary to address to the carrier, within two (2) working days, excluding public holidays, by registered letter with acknowledgement of receipt or any written means proving delivery, the reservations provided for in Article L.133-3 of the French Commercial Code.

The Contracting Authority or the Beneficiary, understood as the beneficiary of the purchase, rental or delivery of Goods or the performance of Services, has a maximum period of fifteen (15) working days following the date of delivery to unpack, test the functioning of the Goods delivered and formally accept them, by signing, where applicable, an acceptance report without reservation, or refuse them and request the return of the defective Goods so that they can be replaced or, where applicable, reimbursed.

The Goods are delivered and accompanied by their associated documentation (including a user manual) in French and English.

3.1.3. - Transfer of ownership and transfer of risk

The Goods shall become the property of the Contracting Authority or the Beneficiary upon signature of the Delivery Note or, where applicable, of the acceptance report without reservation by the Contracting Authority. The risks shall be transferred upon delivery of the Goods at the place of destination subject to any deterioration that may be caused to the Goods, by the Contractor or its subcontractors, after delivery.

3.1.4. - Warranty

The Contractor warrants that the Goods delivered are in conformity with their associated documentation, function in accordance with the characteristics described in the Special Conditions and their associated documentation and are suitable for their intended use.

Unless otherwise specified in the Special Terms and Conditions and/or the Purchase Order, the duration of the contractual warranty is twelve (12) months starting from the date of delivery or signature of the acceptance report without reservation of the corresponding Good. The contractual warranty consists, at the choice of the Contracting Authority, in a commitment to replace or repair free of charge the defective Goods delivered, regardless of the reason for the non-conformity (in particular a defect in quality or operation). The Contractor shall bear all corresponding costs, including transportation costs. The Contractor undertakes to carry out the replacement or repair within seven (7) calendar days of receipt, by the Contractor, of the Contracting Authority's notification of the defects found. If the Contractor fails to comply with its obligations in this respect, the Contracting Authority reserves the right to perform or have performed by a third party at the Contractor's cost and risks, after having given it, formal notice to perform, without prejudice to the application of Article 13 of the General Conditions.

The aforementioned warranties apply to any Goods repaired or replaced for a further period of twelve (12) months.

The Contractor shall also repair any harmful consequences of such defects or damage and provide the Contracting Authority with such a guarantee.

In addition, the Contractor shall remain liable, in accordance with ordinary law, for any hidden defect of the Goods that may appear.

The Goods shall be delivered in compliance with European and national regulations and current health, safety and environmental standards and in particular with regard to dangerous substances and preparations, waste, electrical protection, radio-frequency, electromagnetic, ionising, optical and vibration radiations.

The Contractor undertakes to inform the Contracting Authority of any failure to comply with these regulations and shall compensate the Contracting Authority for any consequences resulting from the Contractor's failure to comply with the obligation described in this Article.

The Contractor shall provide the Contracting Authority with a bank warranty equivalent to five (5) percent (%) of the Contract Price as security for performance. This warranty shall be annexed to the Contract.

Article 3.2 - Conditions for performance of Services



3.2.1. - Quality of Services

Unless otherwise stipulated in the Special Conditions and/or the Purchase Order, as a strengthened obligation of means (the burden of proof being on the Contractor), the Contractor undertakes to perform the Services in a professional manner, in strict compliance with the rules of the trade, applicable to the type of services entrusted to the Contractor.

The Contractor undertakes to implement, at its own expense, adequate technical and human resources in order to ensure the perfect execution of the Services entrusted to it. In this respect, the Contractor shall define, under its responsibility, the resources, tools, methods and means of execution necessary for the performance of the Services.

The Contractor undertakes to comply with the technical information and the schedule established by the Contracting Authority.

3.2.2. - Continuity of Services and Contractor's team

In general, the Contractor warrants perfect continuity in the performance of the Services.

The Contractor shall be solely responsible for defining the type(s) of personnel profiles required and for designating the team members assigned to the performance of the Services and warranty their competence and experience for the performance of said Services.

The Contractor undertakes:

- to inform the Contracting Authority of the absence, leave or unavailability of one of its staff members, as soon as it is known.
- to replace, as soon as possible, the unavailable intervener with a person having equivalent technical skills and qualifications,
- to ensure that the change of participant does not interrupt the proper performance of the Services, by organising, at its own expense, a transition period in order to inform the replacement on the progress of the services,
- to ensure that the change of intervener does not affect the deadlines for performance of the Services,
- and to ensure full reversibility.

3.2.3. - Receiving Operations - Recipe

With respect to the Services which must be validated by the Contracting Authority, the Parties agree to carry out an acceptance test in accordance with the stipulations set out in the Special Conditions and/or the Purchase Order in order to check the conformity of the Services performed by the Contractor with its commitments defined in the Contract.

No receipt shall be deemed to be tacitly pronounced, only the signing of an acceptance report without reservation and duly signed by an authorised representative of the Contracting Authority may constitute a receipt. In particular, any use of the Services in whole or in part shall not be deemed to be revenue. Furthermore, acceptance shall only be declared if the documentation associated with the Services, where appropriate, has been submitted to the Contracting Authority.

In the absence of a specific acceptance procedure, the Contracting Authority shall, at its discretion, check the quality of the Services performed and, if they do not comply with the rules of the trade or the conditions stipulated in the Contract, the Contracting Authority shall ask the Contractor to bring the Services into conformity at its own costs and expenses, without prejudice to the provisions of Article 13 of the General Conditions.

The Contractor shall be responsible for the quality of the Services and shall set up a quality management system adapted to the methods and criteria defined by the technical documents, standards and specifications of which the Contractor has taken cognisance prior to the conclusion of the Contract.

Article 4 - Execution, time limits for execution, cancellation

The deadlines for performance of the Contract shall be set by mutual agreement with the Contractor and shall be systematically stipulated in the Special Conditions and/or the Purchase Order. The date set for delivery, which is indicated on the Special Conditions and/or the Purchase Order, is binding.



Any event which may influence the performance of the Contract shall be immediately brought to the attention of the Contracting Authority. The Contractor shall immediately notify the Contracting Authority in writing of any such event, as well as its probable duration and its consequences on delivery times.

However, in the event of any extension of the deadline for delivery of the Supplies accepted by the Contracting Authority, the Contractor undertakes to pay a compensation equal to 1% per fortnight of delay, calculated on the amount of the undelivered goods (purchase price excluding VAT), to the Contracting Authority. These sums shall be due without formal notice and shall be paid in the form of a credit note.

In the event of non-compliance with the delivery dates of the Goods and/or performance of the Services, the Parties agree, within the Special Conditions, on a mechanism for late payment penalties that the Contracting Authority may apply to the Contractor in accordance with Article L.441-6 of the French Commercial Code, except in the event of Force Majeure. Where applicable, the principle, amount and terms of application are specified in the Special Conditions. The amount entered is (i) an estimate made initially and determined after discussions with the Contractor so that it can check the materiality of the facts complained of and (ii) implies the existence of a damage sustained by the Contracting Authority. The application of penalties for delay excludes any other claim for damages based on the same ground and is independent of other rights to which the Contracting Authority may be entitled and other sanctions to which the failure of the Contractor may give rise.

Article 6 - Financial conditions

The remuneration agreed in consideration of the perfect performance of the obligations due under the Contract, is an amount in Euros/Dollars, exclusive of taxes, global, fixed, firm and non-revisable as provided for in the Special Conditions and/or in the Purchase Order and shall be understood, for Supplies delivered to the specified delivery place, free of carriage and packaging and of all duties and taxes. This amount remunerates the Contractor for all its costs, disbursements, charges, hardships and/or obligations of any kind.

Any additional costs of any nature whatsoever shall be subject to the prior agreement of the Contracting Authority in writing specifically indicated on the Purchase Order.

No payment will be made for work, meetings, research and studies required to enable the Contractor to respond to invitation to tender, unless expressly agreed in writing.

The orders shall not give rise to any payment of a deposit, the Contracting Authority also reserves the right to request the Contractor to provide security for tenders and/or performance.

The Contractor may issue its invoices after the Contracting Authority has issued an acceptance report..

Invoices shall be drawn up by the Contractor and must comply with the regulation and legislation in force on the date of issue, include the mandatory legal notices, mention the order number, the nature of the Services performed and/or the Goods delivered as well as the unit price and quantities and be accompanied by all the supporting documents necessary to verify the validity of their content. The Parties acknowledge that the invoices thus transmitted shall have the value of an original.

Unless otherwise expressly specified on the Order, the price is payable forty-five (45) days after the end of the month in which the Order is issued, in accordance with French Law.

Late payment by the Contracting Authority shall lead to the application as of right of default interest set at three times the legal interest rate in force and of the recovery indemnity set at forty (40) euros in accordance with Article D.441-5 of the Commercial Code.

By express agreement and in compliance with the provisions of article L.442-6 of the French Commercial Code, the Contracting Authority shall set-off the sums owed by the Contractor to the Contracting Authority against the sums owed to the Contractor or any assignee by the Contracting Authority, which shall be accepted by the Contractor in full knowledge of the facts. Such set-off shall be made in accordance with the due dates of the debts and claims of each of the Parties and after prior information and authorisation from the Contractor.

Article 7 - Duty to advise



The Contractor has a duty to advise, warn and inform the Contracting Authority on an ongoing basis, and undertakes in this respect to:

- advise the Contracting Authority on the choice of technical solutions to be put in place to honour the Contract,
- request any information or data it deems necessary to honour the Contract,
- check the documents or technical information provided to it by the Contracting Authority to ensure that they are consistent and complete under the Contract,
- warn the Contracting Authority of any anomaly or omission,
- notify the Contracting Authority in writing as soon as it becomes aware of any factor, event or act likely to affect the proper performance of its obligations under the Contract,
- propose to the Contracting Authority any additions, improvements or adaptations which it considers desirable,
- warn the Contracting Authority where the choices it might make, of which the Contractor has been informed in writing by the Contracting Authority, might conflict with the objectives pursued or might result in a deterioration or a failure to comply with the expected quality, performance and functionality,
- keep the Contracting Authority informed of developments in the state of the art relating to the Contract,
- inform the Contracting Authority of any legal or regulatory obligations of a foreign country to which the Contractor may be subject and which would have an impact on the Contract.

Although the Contracting Authority has technical knowledge, it cannot be considered as a professional with the same speciality as the Contractor. The Contractor shall inform the Contracting Authority of any incident or analysis revealing risks associated with the use of the Supplies delivered. Each of the Parties undertakes to designate one of its employees to act as the other Party's privileged contact to ensure the monitoring of the Contract. The Contractor's privileged contact person shall have the skills and authority required to receive the Contracting Authority's observations on the performance of the Contract and to take appropriate action. The Contractor's employees shall only be subject to the Contractor's hierarchical authority; it being specified that the appointment of an employee of the Contracting Authority to monitor the Contract shall not constitute a limitation or derogation from the exercise of that authority.

Article 8 - Status of the Contractor's personnel

The Contractor's personnel shall in all circumstances remain under the administrative control and under the hierarchical and disciplinary authority of the Contractor, and no transfer of authority should occur throughout the performance of the Contract.

The Contractor shall ensure that its personnel strictly complies with all the terms and obligations of the Contract. In particular, if Services are performed on the premises of the Contracting Authority, the Contractor's personnel must comply with the applicable code of conduct, internal rules and the health, safety and control rules in force within the Contracting Authority (hereinafter the "Internal Regulations"), and the Contractor expressly acknowledges being aware of said internal rules. The Contracting Authority reserves the right, at any time and without prior notice, to carry out or have carried out any control for the purpose of verifying the Contractor's compliance with the internal code of conduct and rules, which the Contractor expressly accepts. In the event that the Contracting Authority finds that the Contractor is not complying with one or more internal rules, the Contracting Authority may as of right and at its discretion, suspend all or part of the Services (if any) and all or part of the corresponding payments until the Contractor complies with the internal rules and/or terminates the Contract under the conditions defined in Article 14 of the General Conditions. For the purposes of this clause, the Contractor undertakes to cooperate fully and in good faith with the Contracting Authority or any third party indicated by the Contracting Authority. In this respect, the Contractor undertakes to facilitate access to any document, information, tool or any other element useful for the proper conduct of the inspection.

Article 9 - Dependence

The Contractor declares and acknowledges that it is not economically dependent on the Contracting Authority. The Contractor undertakes to inform the Contracting Authority in the event that its orders represent a share of the Contractor's turnover likely to place it in a situation of economic dependence within the meaning of positive law, as well as of any event that would change this situation. If so, the Parties shall meet to find a solution that protects their respective interests. The Contractor acknowledges, in any event, that throughout the term of the Contract, it shall retain and shall be solely liable in the event of insufficient diversification of its customer portfolio.



Article 10 - *Intuitu personae* and subcontracting

The Contract is concluded *intuitu personae*. Consequently, the Contractor shall not, without the prior consent of the Contracting Authority in writing, subcontract, assign, contribute or transfer, in any form whatsoever, all or part of the Contract, in particular and without limitation, by way of merger, demerger, partial contribution of assets, universal transfer of assets, management lease and, more generally, any operation the purpose or effect of which is to transfer the Contract.

As soon as it envisages the intervention of a sub-contractor, the Contractor shall, in order to obtain its prior approval in writing, communicate to the Contracting Authority, the social, banking, postal and technical references of the sub-contractor, the name of the subcontractor's legal representatives – and, more generally, any information needed to verify the subcontractor's eligibility, the terms of payment granted to the sub-contractors, a copy of the Contractor's commitment, and the tasks that it intends to sub-contract.

In addition, the Contractor shall provide the Contracting Authority with the Contractor questionnaire duly completed by the subcontractor. Notwithstanding, the Contracting Authority reserves the right to refuse to approve a subcontractor without reason, except in case of abuse.

The Contracting Authority may terminate as of right all Orders held by the Contractor in the event of failure to fulfil this obligation.

In the event of a transfer of shares or assets or a change of effective direct or indirect control of its company, the Contractor shall inform the Contracting Authority, which may terminate the contractual relationship as of right and without notice.

In the event of authorised subcontracting, the Contractor shall remain solely liable to the Contracting Authority and shall warranty compliance with these General Conditions by the subcontractors concerned.

Article 11 - Liability and insurance

The Contractor shall be liable to the Contracting Authority, without restriction or reservation, for the full performance of its obligations under the Contract, and for all consequences that may arise therefrom under the conditions of ordinary law. The assistance that the Contracting Authority may provide to the Contractor in the performance of the Order and the payment of invoices by the Contracting Authority shall in no way affect this liability. Consequently, the Contractor undertakes to compensate any damage caused to the Contracting Authority or the Beneficiaries.

Any clause limiting the Contractor's liability contained in the Contractor's general conditions or in any other similar document usually used by the Contractor shall be deemed to be unwritten for the performance of the Contract.

The Contractor must hold insurance policies, with a reputedly solvent company, covering its civil operating and professional liability for a sufficient amount against the pecuniary consequences of civil liability that may incur in the event of personal injury, intangible, material and immaterial damage, whether consequential or not, caused to the Contracting Authority or any third party, as a result of its studies and/or products ; the Contractor shall provide the Contracting Authority, as soon as the Purchase Order has been issued, with proof of insurance coverage of these risks and the amount thereof. The Contractor undertakes to maintain these insurance policies in force for as long as it has any obligation under the Contract.

In addition, the Contractor shall hold insurance policies covering its post-delivery liability (or product liability) with a reputedly solvent insurance company and shall provide the Contracting Authority, not later than the date of delivery of the Supplies, with proof of insurance coverage of this risk and the amount thereof.

The fact of having such insurances shall not in any way relieve the Contractor of its liability, in particular with respect for damage not covered by its insurance or for damage in excess of the sums guaranteed by its insurance.



At the request of the Contracting Authority, the Contractor shall provide it with proof of general and professional civil liability insurance, dated less than six months prior to the date of the request. In all cases, the Vendor shall, at the request of the Contracting Authority, provide adequate insurance covering the products until their arrival at the buyer's premises or any other destination approved by him.

Article 12 - Force majeure

Any occurrence of Force Majeure, i.e. any event beyond the control of the Parties, which could not reasonably have been foreseen at the time of the conclusion of the Contract and whose effects cannot be avoided by appropriate measures in accordance with Article 1218 of the French Civil Code, in other words any unforeseeable and irresistible event, shall suspend the performance of the obligations of the Contracting Authority and the Contractor for the duration of the Force Majeure situation.

In the event of Force Majeure, it shall be the responsibility of the Party concerned to take action at the earliest opportunity after the occurrence of the event or it may no longer invoke it:

- to notify the other Party, by registered letter with acknowledgement of receipt or any written means proving the delivery, of the occurrence of the event, justifying its Force Majeure nature;
- to indicate its foreseeable duration;
- to inform the other Party of the measures taken or which it intends to take to mitigate the effects of the event.

In this way, the Party concerned shall do its utmost to alleviate the difficulties encountered and implement the necessary means to resume the continuation of the Contract under the best conditions.

The performance of the obligations concerned by the Force Majeure event is then suspended for the duration of the said Force Majeure event and then resumes, without prejudice to any request for termination provided for in Article 14 of the General Terms and Conditions.

Article 13 - Duration

The Contract is concluded for the duration specified in the Special Conditions and/or in the Purchase Order.

Any extension or renewal of the Contract shall imperatively give rise to the signature of an amendment and/or a new Purchase Order by the Parties.

Article 14 - Termination -Resolution

In the event of non-performance by one of the Parties of any of its obligations, the other Party may send it a formal notice by registered letter, with acknowledgement of receipt or any written means proving the delivery, requiring it to fulfil its obligation within a period of fifteen (15) days and stating that, failing this, it is entitled to terminate the Contract. If, at the end of this period, the non-performance by the defaulting Party persists, the other Party shall notify it of the as of right termination of the Contract by registered letter with acknowledgement of receipt, specifying the reasons thereof, without prejudice to any claim for damages to which it may be entitled.

If an event of Force Majeure continues for more than thirty (30) consecutive days, a Party shall notify the other Party, by registered letter with acknowledgement of receipt or any written means proving the delivery, of the as of right termination of the Contract with effect from the date on which the notification is sent.

A Party is entitled to terminate the Contract for non-performance, from prior to the date on which a Party performs it, if it is clear that there will be an essential non-performance on its part.

In the event of early termination of the Contract, the rights on the Supplies delivered to the Contracting Authority shall remain definitively vested in the Contracting Authority under the terms and conditions set out in the Contract. The sums due to the Contractor for the Supplies already delivered and/or completed shall nevertheless remain definitively vested in the Contractor.

Supplies not yet delivered shall be delivered to the Contracting Authority, upon request of the latter, in a usable form as specified by the Contracting Authority within ten (10) days of the termination of the Contract.



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In the event of failure to deliver, the Contractor shall reimburse the Contracting Authority for the sums already received. In the event of timely delivery, and subject to acceptance of such delivery, the agreed price for delivery shall be paid by the Contracting Authority.

In any event, the Contracting Authority shall be at liberty to entrust to any third party the unfulfilled part of the Services, which the Contractor expressly acknowledges and accepts.

After termination of the Contract, a Party may recover sums paid for a Service which it has not received or has legitimately refused.

Article 15 - Non-waiver

The fact that one of the Parties does not enforce any of its rights or require the performance of any of the obligations or responsibilities of the other Party under the Contract shall not in itself be considered as a waiver of the Party's rights, obligations and responsibilities under the Contract.

Failure by the Contracting Authority to invoke any of the provisions of the GCP at any time shall not be deemed a waiver of the right to invoke the same provisions at a later date.

Article 16 - Independence of the Parties

Neither Party may make a commitment in the name and on behalf of the other Party. Thus, each of the Parties undertakes not to do anything that might mislead a third party in this respect, nor to make any commitment or offer any warranty in the name of the other Party.

Article 17 - Electronic signature

In accordance with Law N°. 2000-230 of March 13th 2000 in its consolidated version adapting the law of evidence to information technology and relating to electronic signatures, as well as the United Nations Convention on the Use of Electronic Communications in International Contracts of 2005, the Parties expressly agree that the Contract may be concluded in the form of an electronic writing. They agree that such a document shall have the force of an original and that it shall be drawn up and stored by the Contracting Authority in such a way as to permit its signatories to be duly identified and to guarantee its integrity. The Parties undertake not to contest its validity, admissibility, enforceability or probative value on the basis of its electronic nature.

The Parties agree to use an electronic signature process known as "on-the-fly", by means of a single-use electronic certificate that constitutes a reliable identification process guaranteeing its link with the act to which it is attached, in accordance with Article 1367 of the French Civil Code. The Contracting Authority proposes to use the process at its disposal within the framework of its partnership with a third party service provider as referred to in Regulation (EU) N° 910/2014 of the European Parliament and of the Council of July 23rd 2014 on electronic identification and trusted services for electronic transactions in the internal market (eIDAS).

Article 18 - Notices and means of communication

All notices and other means of communication necessary or permitted between the Parties shall be in writing and sent by mail and/or e-mail and/or fax to the address or number mentioned in the Contract. No communication shall be considered effective until it has been delivered and confirmed by acknowledgement of receipt for mailings and/or until receipt of a confirmation of uninterrupted transmission in relation to the transmission report for e-mailings. The Parties may change their addresses and/or numbers by giving at least a fifteen (15) day notice in writing to the other Party. Such notice shall be given in accordance with the above provisions.

Article 19 - Intellectual property

The software, documentation, any item protected by an intellectual property right and any technical or other information belonging to the Contracting Authority and made available to the Contractor are and remain the exclusive property of the Contracting Authority and may not be used by the Contractor for any purpose other than the strict performance of the Contract.

At the request of the Contracting Authority or upon termination of the Contract for any reason whatsoever, the Contractor undertakes to return automatically and immediately to the Contracting Authority all documents and items of any kind entrusted to it under the Contract. The Contractor undertakes not to keep any copies thereof.



The Contractor retains ownership of the intellectual property rights to its standard methodologies and tools acquired or developed by it prior to the entry into force of the Contract, which constitute its know-how. In this respect, the Contractor grants the Contracting Authority, without additional remuneration, a right to use the said tools and/or know-how incorporated in the results of the Services, for the needs and duration of use of the said results.

[Note: for clauses concerning the assignment of intellectual property, these shall be incorporated in the Special Conditions].

Article 20 - Confidentiality

It is understood by the Parties that the following will be treated as strictly confidential under the Contract:

- all of the provisions of the Contract;
- all information of any nature whatsoever, communicated or disclosed by the Contracting Authority to the Contractor either in written or oral form in connection with the negotiation or performance of the Contract;
- all information of any nature and in any form whatsoever to which the Contractor may have access under the Contract, whether or not indicated as confidential.

Consequently, the Contractor undertakes to keep such information strictly confidential and shall not communicate it to anyone other than those entitled to know it under the Contract. The Contractor further undertakes to solely use such information for the purpose of performing the Contract.

The Contractor vouches for the compliance of its employees and any subcontractors with this confidentiality agreement.

This confidentiality undertaking shall remain valid for the entire duration of the Contract and for a period of ten (10) years after the termination of the Contract for any reason whatsoever.

This confidentiality undertaking does not apply to information (i) that has entered the public domain prior to the date of its disclosure or communication; (ii) that falls into the public domain after its communication and/or disclosure without the cause being attributable to one of the Parties; (iii) that has been legitimately obtained from a third party to the Contract without breach of an obligation of confidentiality; (iv) that is developed by one of the Parties independently of the Contract without breach of an obligation of confidentiality.

This confidentiality undertaking also does not apply with respect to tax, administrative and judicial authorities, as well as accountants and auditors, the latter being bound by an obligation of confidentiality towards their clients.

Any communication to the public, press article, commercial reference, exhibition or advertisement of any kind whatsoever, displaying the name or logo of the Contracting Authority or referring to the Contract may not be made without the prior consent of the Contracting Authority by writing.

Article 21 - Protection of personal data

20.1 Processing of personal data in the context of training and performance of the Contract

The Contractor is hereby informed that the Contracting Authority shall process the personal data of the Contractor's servants, managers, subcontractors, agents and/or service providers in order to enable it to ensure the formation and performance of the Contract, revenue operations, Contract management and invoicing. This data is necessary for the proper management of the Contract.

Similarly, the Contracting Authority may implement a verification process for the Contractor's managers to ensure that there is no conflict of interest, financing of terrorism or anti-money laundering.

In this context, data subjects have a right of access and, where appropriate, of correction, deletion or portability of the data concerning them. They also have the right to define guidelines on the fate of their personal data after their death.

Furthermore, data subjects may oppose for legitimate reasons the processing of their personal data, withdraw or limit their consent.

These rights may be exercised at any time by writing to the Contracting Authority at the following address:



dpo@acted.org

Data subjects have the possibility to lodge a complaint with a supervisory authority.

The Contractor undertakes to inform its servants, managers, subcontractors, agents and/or service providers of these rights.

20.2 Processing of personal data carried out on behalf of the Contracting Authority

The Contracting Authority, within the framework of its activity, implements processing of personal data within the meaning of Law N°. 78-17 of January 6th 1978 on Data Processing, Data Files and Individual Liberties ("Law N°. 78-17") and of the General Data Protection Regulation ("GDPR").

By this Contract, the Contractor may be required to process personal data on behalf of the Contracting Authority in order to provide the Supplies subject to the Contract to the Contracting Authority.

In this case, the Contracting Authority is the controller of the processing and the Contractor acts as a subcontractor. The Parties then undertake to conclude a data processing agreement in accordance with Article 28 of the GDPR.

Article 22 - Non-solicitation of personnel

Unless expressly agreed otherwise, the Contractor and the Contracting Authority undertake not to hire or 'poach' any staff or collaborators of either Party involved in the performance of the Contract during the entire period of performance of the Contract and for two (2) calendar years following the termination of the contractual relationship.

In the event of non-compliance with this obligation, the offending Party shall pay the other Party, as a penalty clause, a compensation equal to twelve times the last salary, plus employer's charges, of the employee unduly 'poached'.

Article 23 - Ethics and compliance with regulations

The Contractor undertakes in the conduct of its business to respect ACTED's ethical values, in accordance with ACTED's Code of Conduct, organisational policies and reporting mechanism (available on <https://www.acted.org/en/about-us/values-and-policies/code-of-conduct-and-policies/>), to adopt a socially responsible approach and to comply with the laws and regulations of the countries in which they operate, as well as with the principles of the UN Global Compact aimed at respecting human rights, international labour standards, the environment and the fight against corruption.

In particular, the Contractor shall refrain from any form of abuse or child labour, from supporting or financing any act of terrorism, any form of money laundering, any form of fraud and corruption and any conflict of interest.

The Contractor acknowledges that it is aware of these values and commitments and undertakes to respect them, which constitute an essential condition of the Contract.

The Contractor is informed of the existence of the Transparency mechanism (transparency@acted.org) and acknowledges its duty to use it whenever there is a suspicion of behaviour contrary to the ethical values of ACTED.

The Supplies ordered must comply in all respects with the legal and regulatory requirements in force, in particular as regards:

- quality, composition, presentation and labelling of goods;
- labour law and employment: in any case, the Contractor shall refrain from offering for sale products that could have been manufactured by minors;
- provisions of international conventions on the rights of the child and, more particularly, those relating to child labour;
- environmental law;
- privacy, personal data, biometric data, data protection and confidentiality of communications.

In particular, the Contractor undertakes to comply with the legal and regulatory provisions in force applicable to him/her, and to provide the Contracting Authority on request with information relating to the consequences of the company's activity on the environment, given according to the nature of this activity and its effects:





- water resource consumption, raw materials and energy resources with, where appropriate, the measures taken to improve energy efficiency and the use of renewable energies, land use conditions, discharges into the air, water and soil seriously affecting the environment, the list of which will be determined by Environment and Industry Ministers' orders, noise or odour nuisance and waste;
- measures taken to limit biological balance, natural environment and protected animal and plant species damage;
- evaluation or certification procedures undertaken with regard to the environment; the measures taken, where applicable, to ensure the compliance of the Contractor's activity with the legal and regulatory provisions applicable in this regard;
- expenses incurred to prevent Contractor activity consequences on the environment; the existence within the company of internal environmental management services, employees training and information on this latter point, resources devoted to reducing environmental risks as well as the organization set up to deal with pollution accidents with consequences reaching beyond the company's establishments;
- the amount of provisions and guarantees for environmental risks, unless this information is likely to cause serious prejudice to the Contractor in an ongoing dispute;
- the amount of compensation paid during the financial year in execution of a judicial decision concerning environmental matters and the actions taken to repair the damage caused to it.

The Contractor shall be fully responsible for all consequences of its failure to comply with these provisions and shall bear all compensation costs to the Contracting Authority for all consequences resulting therefrom.

In accordance with the legal and regulatory provisions in force, the Contractor must provide the Contracting Authority with the following documents on the date of signature of the Contract, then systematically and regularly every six (6) months from the date of conclusion of the Contract until the end of its execution:

- an identification card proving registration in the trade register or an extract of the registration in the Trade and Companies Register of less than three (3) months (extract K or KBIS);
- a certificate of provision of social declarations and payment of social security contributions from the social protection institution in charge of collecting social security contributions and Contractor contributions, of less than six (6) months and containing the following information: the security code for checking its authenticity, its validity, the number of employees employed, the basis of remuneration declared on the last social security contributions summary sent to the collection agency;
- the sworn statement by virtue of which the Contractor certifies that it does not use undeclared work as defined in Articles L.8221-1 et seq. of the French Labour Code, of less than six (6) months;
- the certificate on honour pursuant to Articles L.8251-1, L.5221-8 and L.5221-9 of the Labour Code, indicating whether the Contractor intends to call upon employees of foreign nationality for the performance of the Contract and, if so, the list of names of the foreign employees subject to possession of a work permit, of less than six (6) months, indicating for each employee: his date of hiring, his nationality and the serial number of the title tantamount to work permit;
- all certificates of insurance as referred to in particular in Article 11 of the General Conditions, of less than six (6) months.

The Contracting Authority reserves the right to suspend payments due pursuant to the Contract in case of failure to communicate one or more elements as referred to after a formal notice which has remained unsuccessful for ten (10) days from its receipt by the Contractor.

If applicable, the Parties undertake to set up a prevention plan, in accordance with Articles R. 4511-1 et seq. of the Labour Code.

The Contractor warrants and undertakes to fully compensate the Contracting Authority for all financial consequences resulting from any claim or action of any nature whatsoever brought by a third party based on a breach by the Contractor of its obligations or warranties in accordance with this Article. The Contracting Authority shall inform the Contractor as soon as it is aware of any claim or action directly or indirectly involving the Contractor and/or the Supplies and/or Results and shall provide the Contractor with all information or documents in its possession relating to such claim or action.



The Contractor agrees that the Contracting Authority may conduct audits made by itself or by a service provider appointed for this purpose in order to verify compliance with the above-mentioned standards. Any infringement of the above provisions shall expose the Contractor to immediate termination of the business relationship without notice.

Article 24 – Fight against money laundering and terrorist financing (AML/CFT)

The Parties undertake to comply with all regulations concerning AML/CFT.

The Contractor undertakes to provide any document attesting to its good faith at the request of the Contracting Authority, proving its attachment to these regulations. Contractor's employees, subcontractors and other intermediaries are subject to these same regulations and requirements.

The Contractor warrants the Contracting Authority's liability throughout the duration of the Contract. Failure to comply with these regulations shall constitute a legitimate reason for the termination of the Contract in accordance with Article 14 of the General Conditions.

Article 25 - Audit

The Contracting Authority reserves the right to audit the Contractor and, where applicable, its subcontractors at least once (1) during the term of the Contract, by itself or through a third party not in direct competition with the Contractor, designated by it, in order to verify compliance by the Contractor and its subcontractors with all the conditions described in the Contract.

In this respect, the Contractor undertakes to allow the Contracting Authority, or the third party designated by the Contracting Authority, free access to the premises.

For its part, the Contracting Authority undertakes to ensure that the audit is limited to strict checks on the conditions of Contract performance of the Contract at the Contractor's premises and that it takes place over a reasonable period of time, in order to avoid disrupting the Contractor and/or any potential subcontractors' activity.

At the end of the audit, the Contracting Authority shall draw up a detailed report of its findings and send it to the Contractor within eight (8) working day delay. The Contractor itself has a period of eight (8) working days following receipt of the report to contest the conclusions thereof, if any.

If the audit reveals any violation of the conditions described in the Contract, the Contracting Authority may choose (i) to suspend performance of the Contract and all or part of the corresponding payments until the Contractor regularises the situation found - the period for regularisation being assessed beforehand at the Contracting Authority's discretion in the light of the extent of the compliance operations to be carried out - being specified that suspension may only take place if the violation revealed by the audit is sufficiently serious and is notified to the Contractor by the Contracting Authority as soon as possible and/or (ii) to terminate the Contract under the conditions defined in Article 14 of the General Conditions. The financial burden of the audit shall be borne by the Contractor in the event that a breach of the conditions described in the Contract is found.

The Contractor shall vouch for its employees and any potential subcontractors comply with this Article.

Articles 26 - Good faith and co-operation of the Parties

The Parties are required to comply with the requirements of good faith in international trade throughout the duration of the Contract. They can neither exclude this obligation nor limit its scope.

The Parties have a duty to co-operate with each other when reasonably expected to do so in performing their obligations.

A Party may not act inconsistently with an expectation it has created in the other Party where the latter has reasonably believed in that expectation and has acted consequently to its disadvantage.

Article 27 - Embargo

This Contract shall apply in accordance with and take into account the regulations governing embargoes in force in the country(ies) where the Contract is executed. The Contractor declares she or he is aware of these regulations and their latest updates.



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The Contractor shall ensure that its activity complies with these regulations, as well as that of its potential subcontractors, and any intermediary linked to the performance of the Contract.

The Contractor warrants the Contracting Authority's liability throughout the duration of the Contract. Failure to comply with these regulations constitutes a legitimate reason for terminating the Contract.

Article 28 - Partial invalidity

If one or more of the provisions of this Agreement are considered invalid, void, unwritten, unenforceable or purposeless, or declared as such by a final judgment of a competent Court or by a law or regulation enacted or to be enacted by a legislative or governmental authority, the remaining provisions of this Contract shall remain in full force and effect.

Thus, this clause is deemed to be unwritten and may not affect the validity or continuation of the Contract as a whole, unless it is a clause that was of a decisive nature for one of the Parties on the date of signature of the Contract. In that case, the Parties shall negotiate in good faith in order to substitute a valid clause reflecting their original intention to the initial clause.

Article 29 - Modifications of the General Conditions clauses

The Contracting Authority reserves the right to modify its General Conditions, and therefore to modify the terms accepted by the Contractor. In this case, the Contracting Authority is obliged to inform the Contractor at least one (1) month before the date on which new General Conditions enter into force. This information specifies:

- the effective date of the new General Conditions;
- the possibility for the Contractor to terminate the Contract without termination penalty and without any right to compensation, up to four (4) months after the last amendment entry into force.

Only after this period upon their entry into force, and provided that the Contractor has not called into question the amendments or terminated the Contract, the General Conditions amendments shall be deemed to have been accepted by the Contractor.

The Contracting Authority undertakes to provide the Contractor with updated General Conditions upon request.

In the absence of any contrary provision in the Contract, no modification of the Contract shall be valid unless it is mentioned in a written document signed by the Parties.

Article 30 - Applicable law and jurisdiction

THIS AGREEMENT IS GOVERNED BY FRENCH LAW AND AMENDMENTS THERETO.

IN THE EVENT OF A DISPUTE RELATING TO VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION ON ANY CAUSE WHATSOEVER OF THE CONTRACT THAT THE PARTIES CANNOT SETTLE AMICABLY, THIS ONE IS SUBJECT TO THE EXPRESS AND EXCLUSIVE COMPETENCE OF THE FIRST INSTANCE COURT OF PARIS, NOTWITHSTANDING THE PLURALITY OF DEFENDANTS, INCIDENTAL REQUEST, EMERGENCY PROCEEDINGS OR CALL IN WARRANTY.

Name: _____
(company's legal representative or any other authorized person)

As: _____
(position in the company)

Signature :

Duly authorized to signed on behalf of the Contractor:



BIDDER'S CHECK LIST ACTED [SOUTH SUDAN]

Date: 01/11/2022]

Tender N°: T/FWC/MULTIPLE/MULTI/HOUSEHOLD ITEMS/JUBA/01/11/2022.

BEFORE SENDING YOUR BIDDING DOCUMENTS, PLEASE CHECK THAT EACH OF THE FOLLOWING ITEMS ARE COMPLETE AND RESPECTS THE INSTRUCTIONS TO BIDDERS CONDITIONS:

S/N	Description	To be filled in by Bidder		For ACTED use only (to be filled in by Purchase Committee)				Comments
		Included		Present				
		Yes	Yes	Logs	Fin	Cord	Final decision	
				Yes/No	Yes/No	Yes/No	Yes/No	
1	Instructions to Bidders (PRO-05) signed & stamped by the Bidder. (Compulsory)							
2	Original Offer Form (PRO-06) dated, filled, signed & stamped by the Bidder <i>(detailed as per the requested currency)</i> . (Compulsory)							
3	Supplier Questionnaire (PRO-06.1) dated, filled, signed & stamped by the Bidder. (Compulsory)							
4	ACTED Ethical Declaration (PRO-06.2) dated, filled, signed & stamped by the Bidder. (Compulsory)							
5	Bidder's official registration documents							
6	Bidder's legal representative national ID or passport							
7	ACTED General Conditions of Purchase signed & stamped by the Bidder. (Compulsory)							
8	ANNEXES – Proofs of past performances in a similar field of activity (e.g. past deliveries of similar items) are provided							
9	ANNEXES – Samples requested in the Offer Form (PRO-06) in a separate sealed envelop							





10	Present Bidder's Checklist (PRO-06.3) dated, filled, signed & stamped by the Bidder							
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First & Last Name of Bidder's authorized representative: _____

Position of Bidder's authorized representative: _____

Authorized signature: _____

