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| **Contract reference #XXXXXXXXXXXXXXXXX****CONTRACT FOR SUPPLY OF One xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx** |
| Date: XXXXXXXXXXXXXXXXXXX | No. of pages including this page: XXXX |

# Parties

|  |  |
| --- | --- |
| **Supplier:** | **Buyer:**  |
| **XXXXXXXXXXXXXXXXXXXXXXXX** | **GOAL South Sudan**Registration number: *Reg # 067*Office Address: *Plot 384, Block 3-K South, Thong Ping, Juba, South Sudan***Responsible Buyer**: [XXXXXXXXXXXXXXXXXXXXX]Email:XXXXXXXXXXXXXXXXX Phone number: XXXXXXXXXXXXXXX |
| **Contract Focal Point – Primary** Contact: xxxxxxxxxxxTel: xxxxxxxxxxxxxxxxMobile: xxxxxxxxxxxxxxxxxxxxEmail: xxxxxxxxxxxxxxxxxxxxx | **Contract Focal Point**: Contact: XXXXXXXXXXXXXXXTel: XXXXXXXXXXXXXXXFax:E-mail: XXXXXXXXXXXXXXXXXXXXX |

**Whereas**:

1. By invitation to tender **[xxxxxxxxxxxxxxx] dated [xxxxxxxxxx 2025] (“One (1) *brand-new boat with W235 body of model 2024 including boat spare parts* For GOAL South Sudan Listed under Annex 3**”) GOAL sought tenders.
2. The Supplier tendered in the offer attached as Annex 1, and that tender has been accepted by GOAL.
3. The contract between the parties is founded upon the tender documents and the additional terms and conditions as appear herein, together referred to as ‘**the Contract’**.

# Consignee details

|  |  |  |
| --- | --- | --- |
| Name | Address | Contact number |
| [xxxxxxxxxxxxxxxxxx]xxxxxxxxxxxxxr[[1]](#footnote-2)  | GOAL – [ South Sudan] Office Address: *Plot 384, Block3-K South, Thong Ping, Juba, South Sudan* | +211 (0) xxxxxxxxxxxxxxxxxE-mailxxxxxxxxxxxxxxx>]  |

# Purpose

## The Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement in respect of this purchase. This contract agreement, together the Tender documents and with the donor standards and terms and conditions referred to herein and incorporated by reference shall form the entire agreement between the parties with respect to the subject matter hereof and are defined as and referred to together as the “**Contract**” which include Annexes 1, 2, 3 and 4.

## This contract is for the supply of **xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx*s* for GOAL South Sudan**, at the price stated herein or under **Annex 1**, which was submitted by email to tenders@ss.goal.ie. GOAL hereby enters into this Contract presented, adhering to GOAL’s Terms and Conditions attached to this Contract under Annexe 4 and the Supplier Code of Conduct under Annexe 5.

## It is agreed that the Contract shall be governed by, construed and enforced in accordance with the laws of South Sudan and the parties submit to the jurisdiction of the Courts of South Sudan. This Contract will be subject to relevant xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Minimum Standards, all of which are incorporated by reference into the Contract, and to the following terms and conditions: Quality, specifications, packaging, pricing, delivery schedules, and delivery terms and conditions provided in your tender document.

# Responsibilities of Supplier

To supply a sound, fair, and merchantable quality supply **xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.**

## as per the detailed specifications of the supplies, and a breakdown of the quantities per destination provided in this contract, annexes attached to this contract, and as per the terms of Incoterm 2020, Ex Works.

## To email the consignee the readiness of the consignment to be delivered from the point of dispatch.

## To hand over the necessary documents and certificates required as per this contract to GOAL South Sudan.

## To observe other duties and responsibilities stated in this contract and its annexes

# Packaging details

## Goods are to be packed for delivery as per the detailed specifications of the packaging and quantities in Annexes 2 and 3.

## A detailed packing list showing the contents of each packing unit must be printed on every single packaging unit.

## As well as the consolidated Packing List for each transport unit, which is a Boat, the packing list shall be prepared, duly signed, and stamped by the Supplier, and shall also be verified against the contents of the Boat and the contents of the packing List by GOAL. The above inspection of the necessary paperwork will occur at the final delivery destination, GOAL South Sudan Warehouse, located at plot No. 257, Block 3-K South, Juba at Tong Ping in Juba, South Sudan as per the delivery schedule provided herein and the supplier’s offer.

## Verification process of all xxxxxxxxxxxxxxxxxxxxxxxx will be carried out against

## (1) All specifications and technical details provided in Annexes 2 and 3.

## (2) The Certification of Quality Assurance and

## (3) The Certificates of Origin.

## Goods will not be accepted until GOAL is satisfied that all documentation and criteria are met.

## Goods shall be adequately packed to meet the requirements of the transport mode stipulated, and are required to withstand transportation, loading and unloading handling during transit to the final destination.

# Nationality of Supplier

## XXXXXXXXXXXXXXXXXXXXXXXXXXXX

# Delivery/Shipment Schedule and instructions

## All the deliveries shall be accomplished on 2020 Incoterm Ex Works, to GOAL South Sudan Warehouse located at plot No. 257, Block 3-K South, Juba at Tong Ping in Juba, South Sudan (as per GOAL detailed delivery schedule provided herein)

## GOAL accepts no responsibility for delivery conditions at each destination.

## GOAL South Sudan in Juba and GOAL authorised logistics personnel at the location outlined herein will assess if all the Contractual terms, conditions, and duties are accomplished and responsibilities are satisfactorily completed, and the Contract will not be deemed to be complete until they have confirmed this internally.

## The Supplier remains solely responsible for the goods until they are taken over by GOAL South Sudan respective offices as per Delivery/Shipping schedule provided herein, as per the agreed Incoterm, Ex Works GOAL South Sudan Warehouse located at plot No. 257, Block 3-K South, Juba at Tong Ping in Juba, South Sudan. No payments shall be made by GOAL to the Supplier for any lost, damaged, or under-delivered of Boat and spare parts.

## Time shall be of the essence in the Boat and spare parts package under this Contract. The Supplier must immediately inform GOAL in writing of any changes in the date of readiness of instalment deliveries. If they differ from the dates and instalment of delivery schedules agreed by both Parties and set out in Annex XXX, acceptance of any such change remains at the sole discretion of GOAL and shall not be deemed a waiver of any of GOAL's rights under this Contract.

## If either party, due to security situations outside their control, has to suspend activity related to this Contract in any location or locations, they will provide the other party written notice of the same within 24 hours of the suspension; and activities will be paused for a maximum duration of 30 days. During this period the situation will be reviewed on an ongoing basis and potential solutions explored. However, upon expiry of this 30-day period with no mutually acceptable solution found or agreed, the Contract will be automatically cancelled.

## If the Contract is cancelled, GOAL is not liable to pay for deliveries not made; but will pay for deliveries received and confirmed up to the date of the notice of suspension

## The Supplier shall deliver the Boat and spare parts package **within 3 days (Three calendar days)** after upon signing of the agreement. GOAL South Sudan accepts no responsibility for any claim/cost resulting from the delivery of the items before receiving the tax exemption confirmation.

## As per the agreed Incoterm 2020, Ex Works, the Supplier takes responsibility for clearing the goods for export, bear all risks and costs associated with delivering the goods, unload goods at place of destination stated herein, clear the goods for import clearance and payment, and bring to the agreed place of destination.

## The Supplier is responsible for the cost of transportation to the destination, insurance, and loading from its warehouse and unloading at the place of destination as stated herein.

# Mode of transport

## Responsibility of the Supplier on delivery terms of Ex Works, Incoterms 2020, to GOAL South Sudan Warehouse located at plot No. 257, Block 3-K South, Juba at Tong Ping in Juba, South Sudan, also including the following:

### Allow a 3rd Party company, employed by GOAL, to conduct or carry out a random check on the Boat and spare parts package according to the batch.

# Supplier Notify parties/appropriations

## All documents, as required by this order in Clause 14, must be couriered to GOAL South Sudan Head Office in Juba to the contract focal point in Clause 1.

## All documents, as required by this order in Clause 1, must be emailed to the consignee as named in Clause 1, and c.c. to the Buyer.

## The Supplier must send all required documents immediately after signing of the contract.

# Guarantee/warranty

## The Supplier hereby warrants and represents that the items furnished hereunder are new and unused, legal, not stolen or prohibited for sale in any way, including by having been a donation or granted before.

## The Supplier hereby warrants and represents that all the items furnished hereunder shall conform fully to all requirements of this contract, shall conform to approved samples, certifications submitted against this requirement, shall be fit for the use for which they are intended, and shall be free from defects in material, workmanship and/or design.

## The Supplier hereby warrants and represents that they have fulfilled all the legal requirements to export these supplies into South Sudan. The Buyer will release payment after receipt of legal documentation for the import/export of these supplies, including shipping documents. These import documents should clearly indicate the source of the supplies.

## After delivery and customs clearance and before the Boat is registered under the GOAL name, the Buyer must arrange a pre–delivery inspection (PDI) locally by the GOAL designated person. After the PDI the Buyer will receive a warranty booklet from the distributor for the Boat. The warranty only exists when the booklet is received. If the items supplied is found defective, the Buyer has the right to return them with the cost of the Supplier, with the right to claim the extra cost incurred or the price difference while purchasing it from other sources.

## The Supplier shall provide the Warranty Certificates forthe Boat supplied within the Present Contract. The Warranty Certificate should be valid for 12 months. The Certificates should contain the name and the details of the Company/Workshop that would cover the warranty policy and provide the required services and repairs as within the framework and limits of warranty cover. The Warranty Certificates should detail all the Boat details, such as chassis, engine, owner of the Warranty Certificates, Granter of the Warranty. The Buyer will also carry out a service check, free of charge will be arranged by the Buyer.

##  If the Supplier breach the obligation specified under this clause, notwithstanding the Buyer’s right under relevant laws, it shall have a right to cancel the contract, refuse any payment to the Supplier and claim compensation including for cost of administration of this contract or/and future possible costs associated with failure or late in delivery of the items by the Supplier including the extra cost incurred by the Buyer or the price difference while purchasing the items from other source.

# Dispute Resolution

## All disputes arising out of or in connection with the present Contract shall be submitted to the appropriate court of South Sudan.

# Documents required

For customs purposes, all shipping documents/invoices are to be marked as **GOAL South Sudan**.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No | Document | Responsibility Of | Originals | Copies |
| 1 | Commercial Invoice  | Supplier | 2 | 0 |
| 2 | Shipping Invoice | Supplier | 2 | 1 |
| 3 | Packing/Weight List | Supplier | 2 | 1 |
| 4 | Certificate(s) of Origin for each commodity item | Supplier | 1 | 1 |
| 5 | Supplier Waybill or Delivery Note | Supplier | 2 | 1 |
| 6 | Proof of Delivery | Buyer (GOAL Goods-in-Dockets issued by GOAL South Sudan)  | 1 | 2 |
| 7 | Certificates(s) of commodity safety and quality assurance per commodity type per batch.  | Supplier | 1 | 1 |
| 8 | Gift Certificate  | Buyer (GOAL South Sudan office in Juba) | 2 | 1 |

# Payment terms

## GOAL shall pay the Supplier upon receipt of legal shipping documents and documents required as per this contract, in satisfactory condition through bank transfer. Confirmation may only be given by GOAL authorised personnel.

## The total contract value is **XXXXXXXXXXXXXXXXX USD (XXXXXXXXXXXXXXXXXXXXXX).**

## The Parties hereby agree and undertake that GOAL shall be fully released from all the Contractual obligations and the Supplier shall have no additional claim from GOAL when the fee specified herein is duly paid.

## Payment shall be carried out for the completed order and delivered supplies in accordance with the Delivery/Shipping Schedule stated herein.

## All payments shall be carried out by Bank Transfer within 30 days upon complete delivery and receipt of the requisite documentation.

## All invoices must clearly indicate the Supplier’s Bank Name, Account Number, IBAN, SWIFT/BIC, Account Holders Name, Company Registration Number, Registered Company Name, Registered Address, contact details, including valid email address, date of invoice, currency, total amount due, GOAL Contract number, detail of goods delivered, duly signed and stamped by the signatory of Supplier in Present Contract. The bank Account holder's Name must be the same as the Supplier's name as per clause 1, and the details must be the same as set out in clause 17.7 below.  The costs set out in the invoice must be for all costs of delivery and insurance as per agreed Incoterm (2020) Ex Works GOAL South Sudan Warehouse located at plot No. 257, Block 3-K South, Juba at Tong Ping in Juba, South Sudan.

## Bank Account details:

 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

## In case of any inconsistent deliveries of lesser quantities or wrong or damaged goods, GOAL has a right to request, and the Supplier agrees to reimburse the cost of those goods including if full payment has already been made by GOAL to the Supplier against the goods delivered/verified and accepted by GOAL in respective locations.

## GOAL shall not make payments for any non/under-delivered/lost, or damaged quantities or any non/under-delivered/lost, or damaged packaging units of supply, or for any non/under-delivered/lost, or damaged contents. In these instances, GOAL South Sudan shall have the right to deduct payments (if any) otherwise due to the Supplier or claim back payment from the Supplier with the extra cost it incurred.

## Payment shall not be carried out until after the presentation of all the legally required customs export and import documentation, as per Clause 12, as well as waybill or delivery note [CMRs], packing list, shipping.

## No other costs are to be borne by GOAL, apart from those detailed herein.

## All payments are to be made in United Stated Dollar (USD).

# Special Donor Provisions

## All quantities and volume being purchased by GOAL in association with this Contract are sponsored by XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX) funded grant for the GOAL South Sudan Programme. GOAL has the right to terminate the Contract upon notice in writing or XXXXXXXXXXXXXXXXXXXXXXwith immediate effect, without compensation, in the event FCDO] terminates the award under which this procurement is funded.

## The Supplier shall abide by both GOAL Standard Terms and Conditions provided in Annexes 4 and 5, in addition to DONOR and link to donor website] special provisions.

## It is the responsibility of the Supplier to ensure that all Terms and Conditions are understood by it (including all relevant employees, agents and sub-Contractors) and obligations under the XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX requirements in this Contract are met.

## Complete texts of the above referenced Standard Provisions are available at the web link referenced above.

# Survival

## All covenants, agreements, representations, and warranties made in this Contract shall survive the execution and delivery hereof and shall continue in full force and effect so long as any of the obligations hereunder remain outstanding, unperformed or unpaid.

## The termination of this Contract will not affect the survival and enforceability of any provision of this Agreement which is expressly or impliedly intended to remain in force after such termination.

# Acceptance

## By signing this contract, you are confirming your acceptance of this contract.

## Receipt by GOAL of the Contract signed by the Supplier shall constitute acceptance of the contract by the Supplier, including all Annexes, the summary of which is provided below.

## By signing the contract, the Supplier takes responsibility to abide by and follow all the Special Provisions of XXXXXXXXX, and GOAL Standard Terms and Conditions.

## Acceptance is limited to the terms herein stated or incorporated by reference and any additional or different terms or conditions proposed by the Supplier are rejected.

## The signatory for Supplier must be authorised to sign for this Contract value or have Letter of Authority from Supplier to do so.

# Summary of Annexes

## All the annexes listed below are an integral part of this Contract.

Annex xx1: Product and Price (Reference No: XXXXXXXXXXXXXXXXX)

Annex x: Technical Specifications

Annex x: Standard GOAL terms and conditions for Procurement of Goods

Annex x: GOAL Supplier Code of Conduct

**The present Contract, with all annexes, have been read, understood, and accepted by: -**

|  |  |
| --- | --- |
| **For GOAL:** | **For Supplier:** |
| Name |  | Name |  |
| Position |  | Position |  |
| Signature |  | Signature |  |
| Date |  | Date |  |
| Stamp |  |  |  |

# Overriding CLAUSE

## In the event of any conflict or inconsistencies between this contract or any other document that forms part of the contract, the terms and conditions of this contract shall prevail except where they have been amended as provided herein.

Annex 1:

**Product and Price** **under reference number** [xxxxxxxxxxxxxxxx]

The prices are including all the required taxes and duties required by the relevant laws.

Annex 2

**BOAT SPECIFICATIONS**

Annex 3

**GOAL TERMS AND CONDITIONS FOR CONTRACTS FOR PROCUREMENT OF GOODS**

Annex 4

**GOAL SUPPLIER CODE OF CONDUCT**

1. Change to applicable person if no warehouse or delivery not to warehouse [↑](#footnote-ref-2)