

Date 21/9/2021

Ref: Q-578-2021 Construction of	4 stance VIP pit latrines (gender sensiti	ve) at Mahad and Yapa Lobonok.
Name of Company:	Phone number:	
Address:		
PIN number or equivalent:		
Email address		

Kindly provide a quotation for the following services/works:

Table 1: Price citation

Ref: Q-578-2021 Construction of 4 stance VIP pit latrines at Mahad and Yapa in Lobonok.

ACROSS IR PROGRAMME JUBA COUNTRY OFFICE - CONSTRUCTION UNIT - BOQ FOR A 4 STANCE VIP LATRINES, 100% materials supply by the Contractor for production of all works specified, water for execution of all construction works, to provide all masonry, carpentry, plumbing and any other tools necessary for execution of works. Contractor to provide enough water for all marram/earth works. Contractor will be provided with drawings, specification, and photos to supplement this BOQ.

Bill Item	DESCRIPTION	UNIT	QTY	UNIT COST USD	AMOUNT USD
	BUILDING				
Α	EXCAVATIONS AND EARTHWORKS				
A.1	Excavation & Earthworks				
A.1.1	Clear and prepare the site, remove shrubs and bushes, and set out for the building, dump the removed soil 100M away form the sites as instructed,	M2	94.40		
A.1.2	Excavate to remove top vegetable soil average depth 100mm remove shrubs and bushes and set out for the building, dump the removed soil 100M away form the site.	M2	58.80		
A.1.3	Excavate basement for tanking average 3.0m but not exceeding 4.50m deep from the ground level, dump the removed soil 100M away form the site.	M3	45.24		



A.1.4	Excavate trenches for strip foundations in extension and the urinal not exceeding 0.6m deep from the ground level, dump the removed soil 100M away form the site.	М3	3.89	
A.2	Backfill & Earthworks			
A.2.1	S0il			
A.2.1.1	Compacted to a maximum density at a layer not exceeding 150mm using suitable means, backfill on column footings, around columns, strip foundation and at the side of plinth wall with selected materials at the (basement).	МЗ	9.60	
A.2.1.2	Compacted to a maximum density at a layer not exceeding 150mm using suitable means, backfill on column footings, around columns, strip foundation and at the side of plinth wall with selected materials at the (curtain and urinal extension).	МЗ	1.95	
A.2.1.3	Compacted to a maximum density at a layer not exceeding 150mm using suitable means, backfill beneath the marram or equivalent or selected materials floor slab at the (Curtain and Urinal extension).	М3	1.72	
A.2.2	Marram			
A.2.2.1	Compacted to a maximum density at a layer not exceeding 150mm using suitable means, backfill marram floor slab or equivalent or selected materials at the (curtain and urinal).	М3	1.72	
A.2.2.2	Compacted to a maximum density at a layer not exceeding 150mm using suitable means, backfill marram or equilecant or selected materials around the perimeter of the whole building.	МЗ	1.01	
A.3	Manhole and Pipe for Ventilation			
A.3.1	supply and fix vent pipe 100mm diameter with caping	LS	1.00	
A.3.2	Supply and construct 600mmX600mmX600mm Manhole (MH) with concrete or metallic cover with handle, inspection provision, and 100mm diameter connecting urinal channel to the basement.	NO.	2.00	
	ITEM A SUB-TOTAL			
В	<u>FORMWORKS</u>			



B.1	Supply and erect good surface finish formworks to the sides of columns and to the starters bases for basement, superstructure, curtain, and urinal.	M2	16.90	
B.2	Supply and erect good surface formworks to the sides of ground beam at the (from basement to the stance).	M2	6.13	
B.3	Supply and erect good surface formworks to the sides of ground beam, immediate beam, ring beam and tie beam at the (basement, stance, curtain, and urinal).	M2	3.37	
B.4	Supply and erect good surface formworks to the soffit of the suspended concrete floor slab with all the supports necessary.	M2	11.44	
	ITEM B SUB-TOTAL			
C	REINFORCED/PLAIN CONCRETE WORKS			
	NOTE: Reinforced concrete cost to include steel works			
C.1	Supply and cast insitu plain grade C15 50mm thickness concrete in concrete blinding under walling footing in the basement.	M3	0.46	
C.2	Supply and cast insitu reinforced grade C25 150mm thickness concrete in strip foundation which carries stiffener columns and continuous walling works, reinforcement bars to be 4Y10 longitudinal and Y10 distribution bars at 200mm c/c.	МЗ	1.44	
C.3	Supply and cast insitu reinforced grade C25 in 200mmX200mm columns work, reinforcement bars to be 4Y10 and R6 stirrup at 150mm c/c in basement.	М3	0.83	
C.4	Supply and cast insitu reinforced grade C25 in 200mmX200mm columns work, reinforcement bars to be 4Y10 and R6 stirrup at 150mm c/c, the 4Y10 at top columns to be left sufficient to tie down wall plates in stance.	М3	0.36	
C.5	Supply and cast insitu reinforced grade C25 in 200mmX200mm columns work, reinforcement bars to be 4Y10 and R6 stirrup at 150mm c/c in curtain and urinal.	M3	0.32	



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C.6	Supply and cast insitu reinforced grade C25 in 200mmX200mm intermediate beam in the basement to be 1.50m from the bottom of the basement, reinforcement bars to be 4Y10 and R6 stirrup at 150mm c/c.	М3	0.64		
C.7	Supply and cast insitu reinforced grade C25 in 200mmX200mm ground/grade beam in the stance (one beam must be added to separate two stances at each side in the short span), reinforcement bars to be 4Y10 and R6 stirrup at 150mm c/c.	М3	0.73		
C.8	Supply and cast insitu reinforced grade C25 in 200mmX200mm ground/grade beam in the curtain and urinal, reinforcement bars to be 4Y10 and R6 stirrup at 150mm c/c.	М3	0.46		
C.9	Supply and cast insitu reinforced grade C25 in 200mmX150mm in ring beam in stance, reinforcement bars to be 4Y10 and R6 stirrup at 150mm c/c.	М3	0.40		
C.10	Supply and cast insitu reinforced grade C25 in 200mmX200mm tie beam in stance, reinforcement bars to be 4Y10 and R6 stirrup at 150mm c/c.	М3	0.64		
C.11	Supply and cast insitu reinforced grade C25 in 100mm thickness suspend floor, reinforcement bars to be Y10 two ways at 150mm c/c, provide 4NO. Pit for scotting pans and 1NO. 500mm X 250mm Manhole for waste drainage.	М3	0.64		
C.12	Supply and cast insitu reinforced grade C25 in 100mm thickness in suspend floor, reinforcement bars to be Y10 two ways at 150mm c/c, provide 4NO. Pit for scotting pans and 1NO. 500mm X 250mm Manhole for waste drainage.	М3	1.44		
C.13	Supply and cast insitu reinforced grade C25 in 100mm thickness ground floor, ramps and steps in the curtain and urinal, reinforcement bars to be A142 BRC on 1000-gauge damp proof membrance.	М3	1.27		
	ITEM C SUB-TOTAL				
D	BLOCK WORKS				
D.1	Supply and construct 200mm thickness cement sand (mix 1:4) solid block works in basement walling, bedded, and jointed in cement and sand (1:5) mortar.	M2	49.68		



D.1	Supply and construct 200mm thickness cement sand (mix 1:4) solid block works in plinth walling in curtain and urinal, bedded, and jointed in cement and sand (1:5) mortar.	M2	5.18	
D.2	Supply and construct 200mm thickness cement sand (mix 1:4) half solid and hollow block works in continuous walling up to tie beam level, bedded and jointed in cement and sand (1:5) mortar in the stance.	M2	36.48	
D.3	Supply and construct 200mm thickness cement sand (mix 1:4) half solid and hollow block works in continuous walling in the curtain and urinal, bedded and jointed in cement and sand (1:5) mortar.	M2	20.70	
D.3	Supply and construct 200mm thickness cement sand (mix 1:4) half solid and hollow block works in continuous walling in the steps and ramps, bedded and jointed in cement and sand (1:5) mortar.	M2	5.21	
	ITEM D SUB-TOTAL			
E	PLASTER AND RENDER FINISH			
	WORKS			
E.1	WORKS Supply and complete 20mm thickness smooth wood float hard surface finish cement sand render in the plinth walling.	M2	8.42	
	Supply and complete 20mm thickness smooth wood float hard surface finish cement sand	M2 M2	8.42	
E.1	Supply and complete 20mm thickness smooth wood float hard surface finish cement sand render in the plinth walling. Supply and complete 12mm thickness smooth wood float hard surface finish cement sand render in the super structural walling in Stace wall. Supply and complete 12mm thickness smooth wood float hard surface finish cement sand render in the super structural walling in curtain and urinal.			
E.1 E.2	Supply and complete 20mm thickness smooth wood float hard surface finish cement sand render in the plinth walling. Supply and complete 12mm thickness smooth wood float hard surface finish cement sand render in the super structural walling in Stace wall. Supply and complete 12mm thickness smooth wood float hard surface finish cement sand render in the super structural walling in curtain	M2	36.48	
E.1 E.2 E.3	Supply and complete 20mm thickness smooth wood float hard surface finish cement sand render in the plinth walling. Supply and complete 12mm thickness smooth wood float hard surface finish cement sand render in the super structural walling in Stace wall. Supply and complete 12mm thickness smooth wood float hard surface finish cement sand render in the super structural walling in curtain and urinal. Supply and complete 15mm thickness smooth wood float hard surface finish cement sand plaster in the super structural walling stance	M2 M2	36.48 5.18	



	basement finish with 0.5mm cement slurry as instructed.			
E.7	Supply and complete 40mm thickness smooth surface finish cement sand floor screed costing to include 0.5mm cement slurry steel float finish as instructed.	M2	10.40	
E.8	Supply and complete 40mm thickness smooth surface finish cement sand floor screed costing to include 0.5mm red-oxide cement slurry steel float finish in stance, curtain, urinal, steps, and ramps.	M2	23.12	
E.9	Supply and complete 200mm width DPC on 40mm thickness cement sand floor screed around perimeter bearing walling works.	LM	25.00	
	ITEM E SUB-TOTAL			
F	WALL PAINTING			
F.1	Supply prepare and apply one coat of primer and two coats of exterior quality weather shield paint of approved colour and quality to rendered external surfaces of walls and concrete in the plinth (stance, curtain and urinal).	M2	8.42	
F.2	Supply prepare and apply one coat of primer and two coats of exterior quality weather shield paint of approved colour and quality to rendered external surfaces of walls and concrete in the super structural wall (stance, curtain, and urinal).	M2	46.83	
F.3	Supply prepare and apply one coat of primer and two coats of exterior quality weather shield paint of approved colour and quality to plaster internal surfaces of walls and concrete in the super structural wall halfway from the Finish Floor Level (1.50M height) to prevent children's' hands making the surface dirty and this to include skirting (Stance only).	M2	24.09	
F.4	Supply prepare and apply one coat of primer and two coats of interior quality emulsion paint of approved colour and quality to plastered internal surfaces of walls and concrete from the tie level halfway to the Finish Floor Level (1.50M low).	M2	24.09	
	ITEM F SUB-TOTAL			
G	STRUCTURAL ROOFING AND ROOF COVERING			



G.1	STRUCTURAL ROOFING.			
G.1.1	Supply, join and fix 4" X 3" timber (Wall plate) treated with burnt oil or equivalent.	LM	10.40	
G.1.2	Supply and assemble and fix 4" X 2" timber roof rafters single pitch roof treated with burnt oil or equivalent.	LM	20.00	
G.1.3	Supply and join and fix 3" X 2" timber (purlins) treated with burnt oil or equivalent.	LM	33.00	
G.1.4	Supply and join and fix 1" X 8" plane finished surface softwood high quality timber (fascia and verge board) painted with one under coat and two finishing coats or equivalent.	LM	20.40	
G.2	ROOF COVERING.			
G.2.1	Supply and construct G28 Super Profile GI- sheet 3M long X 0.9M roof covering with rub washers under cap of roofing nails or equivalent.	M2	23.12	
	ITEM G SUB-TOTAL			
Н	METAL WORKS (DOORS &			
	WINDOWS) The work shall include supply, fabricate and installation of doors, windows and partitions out of extrusions of Al/Mg/Si Alloy designation 6080 or 6063 with powder coated surface finish having a minimum coating thickness of 60-80 microns as per the respective specification and the drawings.			
H.1	DOORS			
H.1.1	2mm Solid core flush doors, metallic sheet facing on one side: metallic frame lipping in all edges. overall size 2400 x 800mm high; 300mm high M. Steel louvred top/preferrable fixed 2mm thick metallic at louvred, openable panels to be 2mm thick metallic sheeting as per requirement including fixing with Cleaning and painting. Pads and keys be provided	NO.	4.00	
H.2	WINDOWS			
H.2.1	Mild steel casement window, overall size 600 x 350mm high; 300mm high M. Steel louvred top/preferrable fixed 5mm thick glass at louvred, 20x4mm flat bar burglar grille to openable panels. Glazing to be 5mm thick glass	NO.	4.00	



Date 21/9/2021

as per requirement including fixing with putty. Cleaning and painting.				
ITEM H SUB-TOTAL				
ALL ITEMS SUB-TOTAL FOR ALL WORKS				
	Т	otal for	all works	
Grand Total				

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

TABLE 2: Offer to Comply with Other Conditions and Related			
Other Information pertaining to our Quotation are as follows:	Your Resp	onses (Tick a	ppropriately)
	Yes, we	No, we	If you
	will	cannot	cannot
	comply	comply	comply, pls.
			indicate
			counter
			proposal
Partial Bidding: Not acceptable			
Currency of Quotation: US\$			
Payment terms: ACROSS South Sudan operates on a standard 30-			
day credit. Please confirm that you agree with these terms.			
Delivery Lead Time: 21 days upon purchase order/Contract			
signature.			
Delivery terms: DDP, Incoterms 2010			
Validity of Quotation: (90 days)			
1 Year warranty on services and equipment parts of BOQs			
Liquidated damages: 0.5% of contract for every day of delay, up to			
a maximum duration of 1 calendar month. Thereafter, the contract			
may be terminated.			
ARTICLE 14: PERFORMANCE SECURITY. Required in an amount			
equivalent to 5 to 10 % of the contract sum and valid to cover the			
delivery lead time. The performance security will only be required of			
the selected supplier on contract signing. The proceeds of the			
performance security shall be payable to ACROSS as a compensation			
for the loss of time resulting from the Contractors failure to complete			
its obligations under the contract.			
The performance security shall be denominated in the currency of			
the contract valid for the period stated. Upon successful completion			
of the contract obligations and signing of GRN or completion			
certificate, ACROSS will return the performance security to the			
contractor/Bidder.			
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Documents to be submitted:

Please ensure your quotation is accompanied by the documents listed below.

- 1. Company Profile, which should not exceed fifteen (15) pages.
- 2. Company registration certificate including Articles of Incorporation.



Date 21/9/2021

- 3. Valid business Operation license
- 4. Valid Tax Clearance Certificate.
- 5. Active bank statement for the last 6 months, on a Bank letterhead clearly stamped and signed, indicating at least 75% of the financial figure on the quotation
- 6. Minimum 2 contracts/POs of similar nature, value, and complexity (Latrine construction projects) implemented during the last 3 years and corresponding completion certificates awarded.
- 7. Implementation timetable (must indicate detailed list of tasks, duration, and allocated resources per task as per the requirement).

Bid Submission

All potential suppliers are required to submit the bid documents in a sealed envelope. ONLY PHYSICAL SUBMISSION WILL BE CONSIDERED (HARD COPY). Any bid submitted electronically shall not be considered. Sealed bids should be clearly marked with the following tender reference number and delivered to the following address:

Bids may be submitted on or before Wednesday 6th. October .2021 before 4:00 PM South Sudan local time

Email: procurement@across-ssd.org copy headoffinance@across-ssd.org & Clearly labelled with the Ref

ATTENTION: Secretary's Tender Committee, ACROSS South Sudan Hand delivered to the below address ACROSS Juba Head Office P.0.Box 132, Juba South Sudan Office

NB: Bids submitted by hand/courier must be recorded in the bid receipt record form and dropped in the bid box. Unrecorded bids and those received after the deadline for submission shall automatically be disqualified.

EVALUATION CRITERIA:

In principle, the financial evaluation of complete and responsive offers from qualified bidders will be conducted based on the total cost for the requirement and award based on the lowest price technically qualified bid.

Preliminary evaluation:

Non-discretionary "Pass" or "fail" rating based on submission of the following documents.

- 1. Company Profile, which should not exceed fifteen (15) pages.
- Company registration certificate including Articles of Incorporation.
 Valid business Operation license
 Valid Tax Clearance Certificate.

- 5. Active bank statement for the last 6 months, on a Bank letterhead clearly stamped and signed, indicating at least 75% of the financial figure on the quotation
- 6. Minimum 2 contracts/POs of similar nature, value, and complexity (Latrine construction projects) implemented during the last 3 years and corresponding completion certificates awarded.
- 7. Implementation timetable (must indicate detailed list of tasks, duration, and allocated resources per task as per the requirement).

Only qualified bids shall be considered for the technical evaluation.



Date 21/9/2021

Technical Evaluation

- ✓ Responsiveness/full compliance to technical requirements (BOQ)
- ✓ Completeness of bid to the requirement
- ✓ Comprehensiveness of after-sales services (compliance with defects liability period)
- ✓ Minimum 2 contracts/POs of similar nature, value, and complexity (Latrine construction projects) implemented during the last 3 years and corresponding completion certificates awarded.

Financial Evaluation

✓ Financial Comparison of the technically qualified bids after arithmetic analysis and award to Lowest Priced bidder. Award shall be per lot.

We, the undersigned, hereby accept in full the ACROSS South Sudan General Terms and Conditions and hereby offer to supply the items listed above in conformity with the requirements of ACROSS South Sudan as per details provided above.

NOTE: ONLY SUCCESSFUL BIDDERS WILL BE CONTACTED!

For the supplier	
Name:	
Title:	
Signature and stamp:	
Date:	



Date 21/9/2021

Annex 1

ACROSS TERMS AND CONDITIONS OF PURCHASE

ARTICLE 1: GENERAL PROVISIONS

The following general Terms and Conditions apply to all orders placed by ("ACROSS") with a supplier. The term "order" refers to any ACROSS purchase order or contract.

Upon acceptance of the order, the supplier shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the supplier's terms of sale. This Agreement may only be varied with the written consent of ACROSS and any specific terms and

conditions in the purchase order or contract will prevail over these terms and conditions.

ARTICLE 2: DELIVERY

Except if otherwise specified in writing in the purchase order or contract, all orders will be delivered carriage and insurance paid (CIP), or in conformity with the Incoterms 2010 specified on the purchase order.

Goods will remain the sole responsibility of the supplier until the delivery note has been signed by ACROSS or by the forwarding agent appointed by ACROSS.

All orders will be delivered in full, unless ACROSS has agreed to partial deliveries in writing.

All deliveries will be accompanied by a delivery note mentioning the purchase order reference or contract numbers, complete descriptions and quantities of goods delivered, and batch or serial numbers if applicable. ACROSS reserves the right to request additional documentation such as certificates of analysis and/or certificates of origin for goods delivered.

Should the point of delivery be different to the billing address, a copy of the delivery note and shipping documentation will be sent to the ordering entity at least 24 hours before expedition of the goods. ACROSS reserves the right to refuse any goods delivered in excess of quantities ordered. Excess quantities will be returned to the supplier at their own risk and cost.

ARTICLE 3: DELIVERY TIMES

Delivery times and delivery dates appearing on the purchase order or contract are binding. If contractual delivery times are not respected, ACROSS May, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percent (2 %) of the total amount of the undelivered goods, excluding taxes, per week of late delivery. If goods have not been delivered within ten (10) calendar days after the contractual delivery date, ACROSS reserves the right to cancel the order for undelivered goods without notice or payment to the supplier.

ARTICLE 4: COMPLIANCE

A delivery will only be considered as compliant after verification and acceptance by ACROSS. Non-compliant goods can be refused, without written prior agreement from the supplier, and returned by ACROSS at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time ACROSS will be responsible for costs incurred returning the goods.

ACROSS may also demand that the goods be brought up to standard or replaced within fifteen (15) calendar days of receipt of a written request from ACROSS, that the total price be refunded, or the cancellation of the order in its entirety.

All delivery prices include packaging charges. No deposit can be applied to packaging without prior written agreement from ACROSS. If such an arrangement is agreed, details of the deposit will be clearly explained on all delivery slips and invoices.

ARTICLE 5: PACKAGING



Date 21/9/2021

The supplier agrees to supply goods and services that comply with technical specifications defined by ACROSS, official standards and, in all cases that comply with good professional practice in the sector in question.

Packaging must be compliant with the quality standards required by the nature of the goods, and their transport, storage, and handling, in order that they are delivered in perfect condition.

ARTICLE 6: WARRANTY

The supplier guarantees that goods will be delivered undamaged and free from defects, contamination, or unreasonable wear, and that they will comply with their destined usage.

The supplier provides, at no additional charge, a 12-month guarantee (spare parts, labour, and travel costs) for delivered goods commencing on the date of acceptance by ACROSS. Any replacement or repair of goods by the supplier will renew the guarantee for a further twelve (12) months beginning on the date of acceptance by ACROSS of the replaced or repaired goods. The supplier guarantees that any replacement parts will be provided at short notice, and an after-sales service will be guaranteed for five (5) years from the initial delivery date.

ARTICLE 7: DANGEROUS OR PERISHABLE GOODS

The supplier agrees to inform ACROSS of the precautions, instructions, recommendations and applicable restrictions for the transport, warehousing, and handling of perishable or dangerous goods. The supplier agrees to provide all required official documentation for perishable and dangerous goods, particularly for international shipping.

Product expiry dates must be displayed clearly and permanently on packaging. The supplier guarantees that the remaining shelf life of the product at the time of delivery is longer than eighty percent (80 %) of its total initial shelf life.

ARTICLE 8: LIABILITY

The supplier is entirely liable for the delivery of goods in compliance with the terms and conditions of the purchase order or contract, and with the laws, regulations, recommendations, standards and good professional practices applicable to the sector.

The supplier is solely liable for any damage caused by its staff or sub-contractors during the execution of the purchase order or contract.

The supplier agrees to hold a valid civil liability insurance policy for the entire duration of their contractual agreement with ACROSS.

ARTICLE 9: ORDER CANCELLATION

Any order unfilled by the supplier or non-compliant with one or several of their contractual obligations may be lawfully cancelled by ACROSS if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by ACROSS by registered mail with acknowledgement receipt.

ACROSS will notify the supplier in writing of the cancellation, which will take effect to the sole detriment of the supplier, and this notwithstanding all damages suffered or incurred by ACROSS.

ARTICLE 10: PRICE

Unless stipulated otherwise by ACROSS, the prices indicated on the purchase order are firm and not subject to change. They include all costs associated with the manufacture, packaging, loading, shipping and unloading of the goods. Prices for goods to be exported outside the European Union do not include VAT.

ARTICLE 11: INVOICING AND PAYMENT

Two copies of all invoices will be issued and sent to the ACROSS office that sent out the order within seven (7) calendar days of delivery.

If several orders are contained in one delivery, a separate invoice will be issued for each order.

All invoices will feature the exact references of the delivery note and the order to which they correspond. Unless stated otherwise on the purchase order or contract, payments are to be made by bank wire transfer within forty-five (45) days from the end of the month during which the invoice was received.



Date 21/9/2021

ARTICLE 12: LEGAL and ETHICAL ASPECTS

ACROSS reserves the right to refuse an order at any time if the supplier or one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child Labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organization (ILO1), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced Labour, and the respect of working and hygiene conditions .

ACROSS reserves the right to use international supplier's screening tools to check the supplier's record with regards to their possible involvement in illegal or unethical practices

Furthermore, ACROSS is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy.

ARTICLE 13: APPLICABLE LAW AND JURISDICTION

ACROSS purchase orders and contracts are governed by French law.

Any dispute between the supplier and ACROSS with regards to the interpretation, execution and cancellation of an order will preferably be resolved amicably. Otherwise, all litigation will be handled exclusively by the courts of Paris.

PERFORMANCE SECURITY. Required in an amount equivalent 5 to 10% of the contract sum and valid to cover the delivery lead time period. The performance security will only be required of the selected supplier on contract signing. The proceeds of the performance security shall be payable to ACROSS as a compensation for the loss of time resulting from the Contractors failure to complete its obligations under the contract.

The performance security shall be denominated in the currency of the contract valid for the period stated. Upon successful completion of the contract obligations and signing of GRN or completion certificate, ACROSS will return the performance security to the contractor/Bidder.



Date 21/9/2021

Annex 2

SUPPLIER CODE OF CONDUCT

ACROSS is committed to complying with all laws and regulations that apply to our Christian ministry and operating in a manner consistent with the highest professional and ethical standards. As an ACROSS supplier, you play an integral role in helping us achieve these goals. We created this Supplier Code of Conduct to communicate the minimum standards by which all ACROSS suppliers are expected to conduct themselves when providing goods or services to our system. Please note ACROSS may establish guidelines that are more restrictive than those described in this document. It is your responsibility to share this Supplier Code of Conduct with all personnel who may be engaged in conducting business activities with ACROSS.

Respectful Behaviours and Relationships – All suppliers are expected to treat those they work with in ACROSS with honesty, dignity, and respect. This includes maintaining a positive and courteous customer service orientation, speaking professionally and respectfully, and responding to requests for information or assistance in a timely manner.

Essential Services and Business Continuity – If a supplier's services are deemed vital to ACROSS's ability to provide goods and services to beneficiaries and persons of concern, supplier must agree to develop, test and implement business continuity and disaster recovery plans. Suppliers are also expected to implement adequate security safeguards to prevent cyber security interruptions.

Gifts – ACROSS recognizes that the cost of gifts, including meals, entertainment, and social activities provided by suppliers is ultimately borne in the cost of products and services we purchase. Consistent with our mission to be faithful stewards of our resources, ACROSS discourages suppliers from providing any gifts or other items of value to our colleagues or contractors working in ACROSS facilities ("ACROSS Personnel"). The following items are never acceptable:

- Gifts given to ACROSS Personnel for the purpose of influencing a purchasing and contracting decision.
- Gifts that reasonably could be perceived as a bribe, payoff, deal, or any other attempt to gain a competitive advantage.
- Cash or items redeemable for cash such as checks, gift cards, stocks, etc.;
- Gifts to or from government representatives.
- Gifts or other incentives given for the purpose of encouraging or rewarding referrals.
- Gifts that may violate a law or regulation.

The above requirements do not apply to meals and refreshments provided in connection with a conference or other educational program sponsored by a supplier for the benefit of all attendees.

Sponsored Events – ACROSS colleagues may attend supplier sponsored local or out-of-town programs, workshops, seminars and conferences that have a legitimate educational purpose or otherwise support ACROSS business objective (e.g. product training) provided such events are infrequent (i.e. no more than once annually) and ACROSS, not the supplier, pays for any related travel and overnight lodging costs.



Date 21/9/2021

Fundraising – As a tax-exempt, Christian charitable organization, ACROSS may solicit charitable contributions to support our livelihood, wash, protection, peace building, and education and health programs. Only ACROSS specific departments responsible for fundraising activities may solicit such gifts. ACROSS colleagues with responsibilities for ongoing business relationships with suppliers, including the negotiation or selection of suppliers, are prohibited from solicitation and fund-raising activities with suppliers. Other than legitimate fund-raising activities as described above, ACROSS colleagues are not allowed to solicit gifts, entertainment or meals from suppliers at any time. Suppliers who encounter situations where ACROSS colleagues are in violation of this policy are expected to contact the ACROSS Integrity & Compliance Line at +211927447700 and +254722923203.

Conflicts of Interest – Conflicts of interest, in which a ACROSS board member, leadership team, or colleagues' relationship (e.g., employment, investment or other connection) with a supplier conflicts, or could appear to conflict, with ACROSS's business interests, must be disclosed. ACROSS does not permit persons with conflicts of interests to make purchasing decisions. In addition, ACROSS colleagues are not permitted to work for a supplier if ACROSS is a customer of the supplier. We expect our suppliers to bring any actual, potential, or perceived conflicts of interest to the attention of a ACROSS high-level representative (other than the person who has a relationship with the supplier) in a timely manner.

Compliance with Laws – Suppliers are required to conduct their business activities in compliance with all applicable laws and regulations, including laws applicable to individuals and entities operating in South Sudan

Privacy and Security – South Sudan laws require ACROSS and our suppliers to maintain the privacy and security of ACROSS protected health information (PHI). Suppliers are responsible for ensuring all supplier personnel who provide services to ACROSS be aware of and familiar with the requirements of both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rules and, where applicable, those state laws that provide more stringent protection of PHI. Suppliers are also responsible for ensuring all supplier personnel who provide services to network connected devices receive role-appropriate periodic training and assessments (at least annually) on cyber security. In addition, the supplier is responsible to ensure all reasonable and customary industry accepted actions are taken to ensure their respective devices are protected and malware free prior to installation and or use. If a supplier's business relationship with ACROSS will require access to or usage of PHI, the supplier will be required to sign a Business Associate Agreement with us.

Infection Control Policies – Supplier personnel whose activities require access to direct patient care environments are required to adhere to ACROSS infection control policies applicable to the organizations visited.

Eligibility to Participate in ACROSS Programs – ACROSS will not conduct business with any supplier listed on the United Nations list of suspended and removed vendors

Fraud, Waste and Abuse (FWA) – ACROSS will promptly investigate any reports of alleged violations of law, regulations or ACROSS policies involving supplier or a supplier's personnel, including

Allegations of FWA involving ACROSS programs. Suppliers are expected to fully cooperate in such investigations and, where appropriate, in taking corrective actions in response to confirmed violations. These laws also protect "whistle-blowers" – people who report noncompliance or fraud, or who assist in investigations, from retaliation. ACROSS policy prohibits retaliation of any kind against individuals exercising their rights under the Federal False Claims Act or similar state laws.

Environmental Purchasing Policy – ACROSS is committed to purchasing products and services whose environmental impacts are healthier for the environment and human health. ACROSS expects suppliers to develop price competitive, environmentally sound, and safe products and services that help us achieve these objectives.



Date 21/9/2021

Supplier Diversity Program – ACROSS has a long tradition of support for programs that foster diversity in our organization, and in our communities. Where applicable, ACROSS expects its suppliers to mirror our commitment, through subcontracting opportunities with diverse businesses and providing information to ACROSS on supplier diversity when requested.

Visitor Policy – When visiting ACROSS facilities, suppliers must comply with applicable ACROSS visitor policy, including but not limited to, infection control policies. Supplier representatives are required to schedule appointments and must register prior to visiting ACROSS premises. Representatives will be required to state the area to be visited, and visits must be restricted to those location(s) only. Visitor badges provided by the facility must be worn at all times.

Product Samples – With the exception of drug samples provided to a public health Centre or clinic, supplier product samples may not be provided without the advance review and approval of ACROSS Supply Chain Management.

Publicity – Suppliers are not permitted to distribute advertising, press releases, or any other general public announcement regarding its products or services to ACROSS facilities unless you have obtained prior written authorization from an authorized ACROSS management employee.

Business Record Retention – ACROSS requires suppliers to retain and make available records related to business with ACROSS in accordance with applicable law, regulation, and contract requirements. ACROSS also requires suppliers to retain and make available known cyber security vulnerabilities, as well as mitigations for devices purchased from supplier.

Resources - For more information on ACROSS policies and programs visit ACROSS web site at http://www.across-ssd.org

ACROSS Code of Conduct and Integrity & Compliance Line – ACROSS Code of Conduct describes behaviours and conduct expected of all ACROSS Personnel. The Code of Conduct is available at http://www.across-ssd.org. Suppliers may use the Integrity & Compliance Line to report any actual or suspected violations of this Code of Conduct including FWA matters, safety concerns, or other matters, on an anonymous basis without fear of retaliation. The Integrity & Compliance Line is available during working hours each day, 9.30am-5.00pm at +211917080065/+211929973366 and +254722923203

Supplier Authorized Representative Wehave read and understood the above ACROSS supplier code of conduct and ACROSS Terms and Conditions. We commit and pledge to uphold it in its entirety without any alterations.
Signed on behalf of the vendor
Date
Stamp