



Leading in
disability inclusive
development



Terms of Reference (TOR) for Market Study in Kajo-Keji and Morobo County Central Equatoria State

1. Background and Rationale

The Multi-sectoral, Disability-inclusive Resilience Building for IDPs, Refugees, Returnees and their Host Communities in Central Equatoria State, South Sudan; is a project that objectively aims at Strengthening the resilience of refugees, IDPs and returnees (including persons with disabilities) and their host communities in Juba, Lainya, Yei, Morobo and Kajo-Keji Counties in Central Equatoria State. The project is funded by German Federal Ministry of Economic Cooperation and Development (**BMZ**) through CBM Christoffel-Blindenmission (Christian Blind Mission).

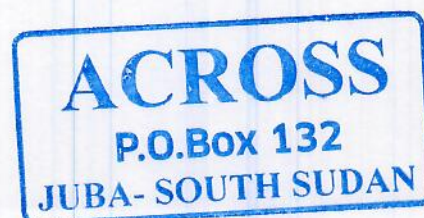
2. Rationale and approach of the BMZ Market Study

BMZ Project seeks to conduct a market study to inform ACROSS with a n up-to-date, relevant and reliable market information on seed market to achieve market success, profitability and sustainability within the County.

Agricultural cooperatives existed in the region before the conflict. In order to develop a concept on how to transform the seed banks into cooperatives in the long term, the project will conduct market studies in Kajo-Keji and Morobo county on the existing seed market.

With the gained understanding of how the current seed market is structured in the region, one two of the six seed banks constructed so far in Morobo, will be converted into cooperative in the long run and officially registered. The results and experiences will be shared in the FSL cluster meetings.

For the people in the project region, seeds become available locally at a fair price, and the smallholders who are members of the cooperative have an income. The income is used, among other things, to buy new seeds (vegetables), pesticides, tools, etc.



This Market Study is a self-contained assignment with a precise time-frame and expected output. However, it will also be the crucial foundation of a longer and broader cycle of seed market analysis within and beyond the BMZ Project.

3. Purpose of the consultancy

Envisaged in this consultancy is that the findings of the market analysis/mapping will inform the program implementation in a way that will strengthen employment skills, economic livelihood and seed market development opportunities among the farmer groups. This will increase their resilience and sustainability beyond the project period.

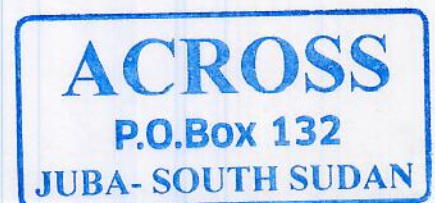
4. Overall objective of the BMZ Market Study

Overall Objectives of the BMZ Market study:

- ❖ To conduct a comprehensive market analysis of Kajo-keji and Morobo County, including the assessment of the local economy, population demographics, identify key seed market players, and market trends.
- ❖ To identify the major markets for goods and services in Kajo-Keji and Morobo County, including the types of products traded, market channels, and prices.
- ❖ To gather information on consumer behavior and preferences, including purchasing power, consumption patterns, and attitudes towards local and imported products.
- ❖ To assess the existing market infrastructure, including transportation networks, storage facilities, and marketplaces.
- ❖ To identify opportunities and challenges facing local businesses and traders in Kajo-Keji and Morobo County.
- ❖ To provide recommendations for improving the market environment and increasing trade opportunities in Kajo-Keji and Morobo County
- ❖ To document the socio-economic conditions of the farmers groups, women livestock groups and VSLA groups in Kajo-Keji and Morobo County.
- ❖ To use the data captured in developing the business plan for Kajo-Keji & Morobo county.

5. Scope of works

The market assessment will cover the demographic analysis for population size, age distribution,



sex ratio, urban-rural distribution, and income levels. Market structure in accessing types of goods and services traded, market channels (wholesale, retail, informal), and prices. purchasing power, consumption patterns, attitudes towards local and imported products. Market infrastructure: transportation networks, storage facilities, marketplaces. analysis of local businesses and traders' competitiveness in terms of price, quality, and services, and analysis of imports and exports, trade volumes, and trade balances.

6. Methodology

The study will use a mixed-methods approach, combining both qualitative and quantitative data collection methods. The consultant will use: random sampling of households in Kajo-Keji and Morobo County to gather information on consumer behavior and preferences. Key informant interviews by conducting interviews with local business owners, traders, and government officials to gather information on market dynamics and infrastructure. Focus group discussions by conducting group discussions with local communities to gather information on market trends and consumer behavior. Review of secondary data by conducting review of existing reports, statistics, and studies on the market situation in Kajo-Keji & Morobo County, and observations of marketplaces and trade activities in Kajo-Keji and Morobo County.

7. Reporting

The final report of the consultancy will serve as a comprehensive examination of the Market assessment and copy for the developed business plan, presented in English to ensure clarity and accessibility. This document will include a detailed analysis of the quantitative data collected during the study, seamlessly integrated within the main body of the report. For transparency and ease of reference, all raw data will be compiled in an annex. In addition to quantitative insights, the report will also encompass qualitative data derived from interviews and anecdotal evidence. This qualitative information will be appropriately referenced throughout the report, either quoted or summarized, while detailed accounts will be provided in a dedicated annex. Furthermore, it is essential that any bibliographical or other secondary sources of information will be meticulously cited in a comprehensive annex titled "List of References." This will not only enhance the report's credibility but also provide readers with the opportunity to explore the source material further.



The structure of the report will include a brief and clear executive summary at the beginning, encapsulating the key findings and insights from the research, a chapter dedicated to final conclusions and specific recommendations for action will be included, drawing on the data and insights gathered throughout the study. To ensure the integrity and reliability of the information presented, the report will systematically acknowledge the institutions, organizations, and individuals who contributed to the gathering of data or provided qualitative input.

8. Key Deliverables

- ❖ The consultant should lay out a sustainable plan of action on the product development and promotion, based on group Seed market interests and capacities.
- ❖ Provide a thorough analysis of the seed market segment for BMZ-supported groups while clearly laying out seed market needs for identified seed sectors, highlighting sector risks and opportunities, and providing insights into the competitive landscape within the Project Area.
- ❖ A comprehensive report on the market situation in Kajo-Keji and Morobo County, including findings on the objectives outlined above.
- ❖ A set of policy recommendations for improving the market environment and increasing trade opportunities in Kajo-Keji & Morobo County.
- ❖ A presentation of the study findings to stakeholders.
- ❖ Develop the business plan base on the find results.

9. Duration of the Assignment

The assignment is expected to take **14 days** commencing from the day the contract is signed by parties.

10. Payment Modalities

The Consultants shall be paid the consultancy fees upon completion of the following milestones.

11. Submission and Evaluation of Expressions of Interest



Consultants meeting the above criteria are invited to submit an Expression of Interest. The main body of the EOI should be a maximum of 10 pages and should include the following:

- ❖ A (2-page max) cover letter including:
 - Master's in Business administration, Development studies, Monitoring and Evaluation, Economics, Agribusiness and other related social sciences with at least two year's Professional experience
 - Consultant's daytime phone numbers and email contacts
 - A technical proposal with brief description of clear methodology, on how the firm will approach and complete the assignment. Part of the technical proposal will be the workplan for executing proposed activities.
 - Financial Proposal that indicates all-inclusive fixed total contract price, supported by abreakdown of all the costs.
 - The technical proposal must also contain personnel CVs for the Consultants.
 - Consultancy work shall attract 20% withholding tax to be remitted to South Sudan Revenue Authority (SSRA) this must be factored in the financial offers.
 - Any recommendations or modifications related to the ToR,
 - Proposed schedule of availability during period of Jan ,2025
- ❖ CV of the Consultant, outlining previous Consultant experience and accomplishments as it relates to demonstrating the skills and knowledge needed to fulfil the requirements of the ToR,
- ❖ List of 3 referees who can attest to Consultant's experience and expertise as it relates to this Organization,
- ❖ ACROSS will review the EOI closely against this recommended outline in combination with the preceding section

Qualified and interested firms are hereby requested to apply by submitting their proposals in hardcopy, sealed envelope to ACROSS Juba Office/Kajo-Keji/Yei/Lainya Field Offices clearly labeled **TOR for Market assessment and business development plan for Kajo-Keji and Morobo County Central Equatoria State** respectively.

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



1. Not more than 2 pages cover letter signed and stamp providing an executive summary of the service provider's strength, experience, capacity and suitability to undertake this work.
2. Financial proposal with the final total cost.
3. Valid Certificate of Incorporation (Including a copy of the updated stamp).
4. Valid business Operation license.
5. Valid Tax Clearance Certificate.
6. Implementation timetable (must indicate detailed list of activities and duration as per the requirement).
7. Previous experience, copies of PO/contracts of at least 2 similar projects to the requirements of the tender (Cash distribution project) implemented during the last 2 years and corresponding completion certificates awarded/recommendations.
8. Active bank account printed on Bank letterhead clearly stamped and signed.
9. Tender validity of 90 days.

Submission of Tenders

All potential financial service providers are required to submit their tenders in a sealed envelope. **ONLY PHYSICAL SUBMISSION WILL BE CONSIDERED (HARD COPY).** Any tender submitted electronically shall not be considered. Sealed tenders should be clearly marked with the RFQ reference number and delivered to the following address:

ATTENTION:

Secretary's

Tender Committee,

ACROSS South Sudan

Hand delivered to the below address

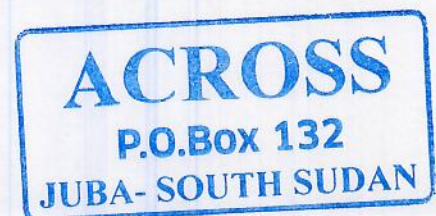
ACROSS Juba Head Office.

P.O.Box 132, Juba South Sudan Office

Tenders should be submitted by or **before 5th Feb.2025, 12:30 Noon South Sudan local time.**

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

NB: Only qualified tenders shall be considered for technical evaluation



Evaluation criteria:

In principle, the financial evaluation of complete and responsive offers from qualified service providers 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. Not more than 2 pages cover letter signed and stamp providing an executive summary of the service provider's strength, experience, capacity and suitability to undertake this work.
2. Financial proposal with the final total cost.
3. Valid Certificate of Incorporation (Including a copy of the updated stamp).
4. Valid business Operation license.
5. Valid Tax Clearance Certificate.
6. Implementation timetable (must indicate detailed list of tasks, duration, and allocated resources per task as per the requirement).
7. Previous experience, copies of PO/contracts of at least 2 similar projects to the requirements of the tender implemented during the last 2 years and corresponding completion certificates awarded/recommendations.
8. Tender validity of 90 days

Only qualified bids shall be considered for the technical evaluation.

Technical Evaluation

- ✓ Responsiveness/full compliance to technical requirements
- ✓ Completeness of tender to the requirement
- ✓ Currency of quotation is USD

Financial Evaluation

- ✓ Financial Comparison of the technically qualified bids after arithmetic analysis and award to Lowest Priced bidder.

Only successful bidders shall be contacted

Note: Successful service providers may be included in ACROSS Procurement prequalification list of suppliers.

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



Annex 1 ACROSS:

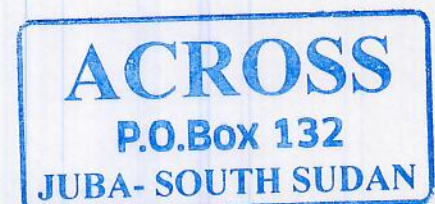
is committed to complying with all laws and regulations that apply to our Christian ministry and operating in a manner consistent with the highest professional and ethical standards. As an ACROSS supplier, you play an integral role in helping us achieve these goals. We created this Supplier Code of Conduct to communicate the minimum standards by which 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.

- 1. 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.
- 2. Child Protection Policy:** The suppliers will not in any circumstance employ people who have prior convictions for child abuse, pornography or any offence related to harm of children. If background checks prove employee is not suitable to work with children in one way or another, the employer reserves the right to terminate this contract.
- 3. Safeguarding and Prevention of the Sexual Exploitation and Abuses (PSEA) Policy:** The suppliers working within ACROSS shall work together in Prevention of Sexual Exploitation and Abuse and safeguard the welfare of children and vulnerable adults; protecting them from harm, abuse, neglect and exploitation, and ensuring effective reporting of any suspected abuse. An ACROSS suppliers agrees to sign Safeguarding and PSEA good conduct declaration form.
- 4. Zero tolerance policy towards fraud, bribery, and corruption:** The suppliers shall not accept or be involved in any level of fraud, bribery or corruption within the organization, or by any other individual or organization always representing ACROSS and to safeguard the resources for which they are responsible.
- 5. Code of Conduct:** All suppliers working for ACROSS shall strive to act with honesty, fairness and integrity and to obey the policies and procedures of ACROSS and laws and regulations of the country wherever they operate. They should always portray a Christian character.
- 6. Anti-Discrimination and Harassment:** suppliers during their work shall respect the beneficiaries, communities and partners to have the right to work and live in an environment that is free from discrimination, harassment (sexual and other) and other threatening behaviours that could lead to physical or psychological harm, especially to vulnerable groups such as women, children, elderly and disabled people.
- 7. Terrorist Activities:** Suppliers of ACROSS must not be involved in, facilitate, promote, advocate for, condone or harbor any terrorist activity or talk.
- 8. 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

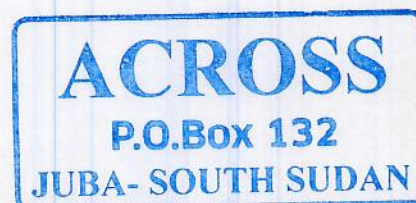


implement business continuity and disaster recovery plans. Suppliers are also expected to implement adequate security safeguards to prevent cyber security interruptions.

- 9. 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:
- a) Gifts given to ACROSS Personnel for the purpose of influencing a purchasing and contracting decision.
 - b) Gifts that reasonably could be perceived as a bribe, payoff, deal, or any other attempt to gain a competitive advantage.
 - c) Cash or items redeemable for cash such as checks, gift cards, stocks, etc.
 - d) Gifts to or from government representatives.
 - e) Gifts or other incentives given for the purpose of encouraging or rewarding referrals.
 - f) Gifts that may violate a law or regulation.
 - g) 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.
- 10. 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.
- 11. 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.
- 11. 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 conflict, 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.
- 12. 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
- 13. 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,



14. 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.
15. **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.
16. **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
17. **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.
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19. **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.
20. **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.
21. **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.
22. **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.
23. **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.



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- 24.** 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.
- 25.** ACROSS also requires suppliers to retain and make available known cyber security vulnerabilities, as well as mitigations for devices purchased from supplier.
- 26.** **Resources** – For more information on ACROSS policies and programs visit ACROSS web site at <http://www.across-ssd.org>
- 27. 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. We commit and pledge to uphold it in its entirety without any alterations.

Signed on behalf of the vendor.....

Date.....

Stamp

Appendix C :

ACROSS TERMS AND CONDITIONS



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.



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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

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.

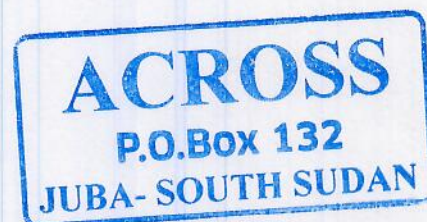
Product expiry dates must be displayed clearly and permanently on packaging. The supplier guarantees that the remaining shelf life of the product at the time of delivery is longer than eighty percent (80 %) of its total initial shelf life.

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.

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' 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.

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.

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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.

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.

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.



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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



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