ACTION AGAINST HUNGER

SOUTH SUDAN

To:		**Date :**	11-11-26
From:		**Purchase Dossier Ref:**	PD-JUB-04563
For :			

OBJECT : **Quotation request for Drilling and Upgrading Water System**

Line N°	*Item description*	*Quantity*	*Unit*	*Remarks*
1	G00668 - Water hand pump (Type : Hand pump; Max depth : Deep depth >50m - extra: Drilling of new water point at Akoong OTP site)	1	Pieces	
2	G00668 - Water hand pump (Type : Hand pump; Max depth : Deep depth >50m - extra: Upgrading and Installation of solar powered water system for Malual Dit site) **SEE ATTACHED BOQ**	1	Pieces	

Delivery conditions

- Delivery adress and date:
- Risks and insurance related to the transportation of the items to the above mentioned address will be the responsibility of the supplier

Payment conditions :

- **Payment after delivery inspection and written acceptation**
- Payment by bank transfer or cheque

General conditions:

- If the supplier does not attach his Sales Terms and Conditions of Sell with its quotation , ACF Purchase Terms and Conditions will apply by default (available upon request to ACF)

Additional specifications:

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Minimum information to provide on the quotation

1 - **Name, address, phone and contact person**
2 - Characteristics of the items offered (to attach documentation if relevant)
3 - Quantity available
4 - Delivery time or Ex stock + location
5 - Unit price
6 - Total price
7 - Currency of the offer
8 - Validity of the quotation (Minimum ten (10) working days)
9 - **Date, stamp and signature.**

Unless otherwise specified on the quotation form, conditions below prevail:

- The quotation is valid one (1) calendar month after the date of submission
- All packing, loading, unloading and transport costs will be the responsibility of the supplier, and are included in the price.

To submit an offer

Response required before :	**Offer(s) to be sent under envelop to:**

Note: This quotation request is not an order and does not commit Action Against Hunger-IN on any obligation.

ACTION AGAINST HUNGER LOGISTICS JUBA OFFICE

ACF TERMS AND CONDITIONS OF PURCHASE

ARTICLE 1: GENERAL PROVISIONS
The following general Terms and Conditions apply to all orders placed by Action Against Hunger with a supplier. The term "order" refers to any Action Against Hunger 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 Action Against Hunger 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 Action Against Hunger or by the forwarding agent appointed by Action Against Hunger. All orders will be delivered in full, unless Action Against Hunger 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. Action Against Hunger 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.
Action Against Hunger 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, Action Against Hunger may, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percents (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, Action Against Hunger 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 Action Against Hunger. On-compliant goods can be refused, without written prior agreement from the supplier, and returned by Action Against Hunger at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time Action Against Hunger will be responsible for costs incurred returning the goods.
Action Against Hunger 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 Action Against Hunger, 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 Action Against Hunger. 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 Action Against Hunger, 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 Action Against Hunger. 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 Action Against Hunger 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 Action Against Hunger 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.

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 Action Against Hunger.

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 Action Against Hunger if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by Action Against Hunger by registered mail with acknowledgement receipt.
Action Against Hunger 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 Action Against Hunger.

ARTICLE 10: PRICE
Unless stipulated otherwise by Action Against Hunger, 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
One electronic invoice will be issued and sent to the Action Against Hunger 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 within 45 days end of the month, from the issuance of the invoice.

ARTICLE 12: ETHICAL AND ENVIRONMENTAL RESPONSIBILITY
Action Against Hunger reserves the right to refuse an order at any time if the supplier or one of its sub-contractors, affiliates or subsidiaries, 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 Unethical HR Practices. Those practices include the use of Child labour, sexual exploitation or abuse, overriding basic social rights and work conditions, and non respect of the standards defined by the International Labour Organisation (ILO)(1) , and ACF policies(2) , 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. Furthermore, Action Against Hunger is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy. Action Against Hunger reserves the right to use international supplier' screening tools to check the suppliers record with regards to their possible involvement in illegal or unethical practices.
If you believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger programs is responsible for violating the above rules, you should file a report through the Whistleblower Email Hotline.
In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistleblower and to protect whistleblowers against any possible retaliation. This article extends to any supplier affiliates and subsidiaries.
Reports are to be sent to the following whistleblower email : "abusereport" .

ARTICLE 13: APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION
Action Against Hunger purchase orders and contracts are governed by "Local" Law (according to HQ country). Any dispute between the supplier and Action Against Hunger 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 "City" (according to HQ location)

(1) ILO website: http://www.ilo.org/global/standards/lang--en/index.htm
(2) Available on www.actioncontrelafaim.org , www.actionagainsthunger.org, www.accioncontrelhambre.org

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