



Date: 15th September 2025

Ref: TENDER-3503-2025 -CONSTRUCTION OF TWO TEMPORARY LEARNING SPACE MEASURING 7.6MX12.8M IN KAUTO & LOTIMOR-KEPOETA EAST, EASTERN EQUATORIA STATE.

Name of Company:	
Address:	
Active Phone number	
Email	

Table 1: Price citation

BOQ FOR PROPOSED CONSTRUCTION OF BILL OF QUANTITIES FOR PROPOSED CONSTRUCTION OF A TWO/VERANDAH CLASSROOMS COMPOSITE STRUCTURE					
LOCATION: KAUTO & LOTIMOR,					
IMPLEMENTED BY: ACROSS SOUTH SUDAN					
Contractors' general obligation:					
It will be the responsibility of the contractor to calculate the quantities of materials eg cement, sand iron sheets etc. for each individual described component.					
S/NO	ITEM DESCRIPTION	UNIT	QTY	RAT E (USD)	AMOUNT (USD)
	PRILIMINARIES				
	Mobilization & Site Setup	L.S	1	0	\$
	Temporary Storage & Security	L.S	1	0	\$ -
	excavate foundation trench dept n.e 1.2m and dispose off the soil	m3	67.2	0	\$ -
	detto splash apron	m3	24	0	\$ -
	Sub-Total				
1	EXCAVATIONS AND EARTHWORKS				
	Unless otherwise stated, Rate shall include for				
	a) back filling with selected excavated material & consolidating. Surface treatment; compaction before filling / foundation.				
	b) disposal of surplus soil as directed & keeping all excavations free from water unless otherwise measured separately.				

	c) any additional excavation for working space.				
1.1	Clearing and preparation of the site ready for setting of the building including cutting down and removal of top soil up to average depth of 150mm and disposed off as directed.	m ²	97.28	0	\$ -
1.11	Excavation of trenches for plinth wall footings 600mm width up to maximum 700mm deep in any material except rock requiring blasting and removal of surplus as directed by the engineer/or as required but the city authorities.	m ³	29.38	0	\$ -
1.12	Ditto: Apron, maximum depth 400mm from striped level, width 500mm	m ³	15.84	0	\$ -
Filling & Back filling					
1.13	Filling under floors with 300mm thick hard core/gravel or other approved quality imported (non expansive) well compacted and 50mm thick sand blinding (inclusive). Spreading, watering and well ramming	m ³	29.18	0	\$ -
1.14	Filling in plinth wall in the floor area/foundations with approved quality on site material: ram and compact well	m ³	43.78	0	
1.15	Ditto: Aprons	m ³	5.04	0	\$ -
Sub-Total					
2	CONCRETE WORKS				
a	Rate shall include for form work depositing, handling, hoisting into position, vibrating, curing etc. and making good after removal of formwork etc.		Note		
b	Reinforcements are paid separately unless otherwise specified in the item		Note		
c	Rate shall include for supplying and laying of gauge 1000 polythene on ground, where concrete is in direct contact with ground, before pouring concrete unless otherwise measured separately.		Note		

	In Situ Concrete				
	Supplying and placing of concrete Gr.15/20 (1:3:6) as specified to:				
	Ground beam and slab				
	columns				
	Ring beam				
	2"x3" reinforcement/support timber				
	assorted nails				
	Foundations - plain Concrete				
	Null				
	Floor areas - plain Concrete				
	Null				
	Supplying and placing of insitu reinforced concrete grade 20 / 20mm aggregate as (1:2:4, W/C = 0.55) described. Vibrated, reinforced concrete as described to:				
	G-beam, Floor Slab, Apron - r.f Concrete				
2.1	Provide and supply concrete for floor slab 100mm thickness (1:3:6)-C15	m ³	9.73	0	\$ -
2.11	Ditto: Strip Foundation size 600mm wide 200mm thickness (1:2:4)-C20	m ³	6.85	0	\$ -
2.12	Ditto: Apron (1:3:6)-C15	m ³	1.26	0	\$ -
2.12	Ditto: Grade beams at ground level size (200x250mm) (1:2:4)	m ³	3.18	0	\$ -
	Formwork as specified: to				
2.13	Ditto: for sides of two ground beams and soffits of openings	m ²	23.90	0	\$ -
2.14	Ditto: Sides of floor slabs	Lm	9.96	0	\$ -

	Sub-Total				
	Supply and provide for ceiling including all	m2	250	0	\$ -
	Subtotal carried to Summary				-
	Rate to include for supplying, cleaning, cutting, bending, fabricating, placing and the provision of all necessary temporary fixings and supports etc. including binding wires, bends, hooks, tying wires, chairs, distance blocks, steel separators/spacers		Note		
	RHS steel conforms to BS EN 10210 standards for hot-finished structural hollow sections		Note		
	Base plates fabricated from mild steel , machined and primed		Note		
	Anchor bolts embedded in Grade 25 concrete pedestals , with QA/QC verification		Note		
	Grouting ensures plumbness within ±3 mm per 3 m height		Note		
	Primer applied to all exposed steel surfaces for corrosion protection		Note		
	Pricing reflects Juba market rates as of August 2025 , inclusive of transport and handling		Note		
2.15	High yield reinforcement bars (T12/Y12), 4No.	Kg	162.85		
2.16	R8 mild steel reinforcement bars at 250mmc/c	Kg	119.18		
	Supplying & laying A142 BRC square meshnet for ground floor slab: include laps and waste (wire dia 6mm, spacing 200mmx200mm, 2.2kg/m ²), laid on DPM sheet. 0.2mm thick (gauge 1000) shall be laid on compacted slab fill prior to laying the BRC. (Ms)		Note		
	# STEEL COLUMN DOORS				
0.01	RHS Steel Columns – Type A (100×50×3.0 mm)	pc	12.00	0	\$ -
					\$ -
0.02	RHS Steel Columns – Type B (80×40×2.5 mm)	pc	3.00	0	
0.03	Mild Steel Base Plates (250×250×16 mm)	pc	22.00	0	\$ -
0.04	Anchor Bolts M20, Grade 8.8 (4 per column)	pc	60.00	0	\$ -

0.05	Non-shrink Grout (Fosroc Conbextra GP)	kgs	50.00	0	\$ -
0.06	Steel Shims / Levelling Plates	pc	44.00	0	\$ -
0.07	Primer Paint (Anti-corrosion coating)	m ²	9.64	0	\$ -
Sub-Total					
3	MASONRY WORKS				
	Rate shall include for lifting, handling, weighting all rough and fair cutting, plumbing angles, normal straight cutting, forming rebated reveals and raking out joints for plastering.		Note		
	Masonry work Up to DPC level				
3.1	Providing and laying 200mm thick or random stone masonry in cement-sand (1:4) including scaffolding if needed, manuel mixing of mortar, pointed facing, curing all complete for the 400mm wall height above the highest ground level in building location, i.e. the concrete floor slab level should be at 400mm	m ²	42.00	0	\$ -
3.11	Ditto: Gables and eaves 200mm thick	m ²	-	0	\$ -
3.12	Ditto: Apron. 200mm thick and 400mm maximum height using hard core also	m ²	14.00	0	\$ -
Superstructure work					
3.13	Providing and laying 50mm thick zinc walling of 1m height from apron level, machine drilling of bolts, alignment from pillar to pillar, walling up to ring beam level, and all works above wall plate (beam filling). Deductions made for openings.	m ²	44.08	0	\$ -
3.14	Supply and fix 100mm diameter metal on veranda complete with painting	No	9.00	0	\$ -
Sub-Total					
	20mm rendering and plaster works smooth trowelled to the internal wall surface	m ²	110	0	\$ -

5	STRUCTURAL STEEL WORKS				
	Definitions				
	Note:				
	a] For the description of materials and workmanship refer "Specification of works", "preambles" and "Drawings".	Note			
	b] Rate shall include for	Note			
	b.1] All shop fabrication work, marking, delivery, unloading, hoisting, erecting and fixing as per detail drawings.	Note			
	b.2] Members of any length.	Note			
	b.3] Cutting to size and shape and joints in the running length.	Note			
	b.4] Machine drilled bolt, holes, bolts, nuts and washers, cleats, shoe and gusset plates and all other connections.	Note			
	b.5] Quantity based on estimated roof coverage area. Adjust as per final roof plan	Note			
	b.5] Where timber is specified in drawings (e.g., pine), equivalent steel members shall be used to ensure durability and structural integrity, subject to engineer's approval.	Note			
	Fabricating and erecting roof framed structures				
	Supply and fix steel roof truss, RTs roof pitch 18-degrees to horz., consisting of 4"x2" rafters, 4" x 2" chords and 4" x 2" ties & struts roofing steel (pine) or any equal members as per the drawings.				

	<p>“ Cost Justification for client Submission</p> <p>Durability & Safety: Steel trusses offer superior resistance to termites, rot, and fire compared to timber, ensuring long-term structural integrity in tropical climates.</p> <p>Material Specification: All members fabricated from 4" x 2" rectangular hollow sections (RHS), hot-rolled and treated with anti-corrosive primer and topcoat. Installation: Includes skilled labor for welding, alignment, and secure fixing to wall plates or ring beams, ensuring compliance with structural drawings.</p> <p>Sustainability: Steel is recyclable and reduces deforestation pressure compared to timber alternatives, aligning with SDG-linked infrastructure goals."</p>				
	<p>"Supply and fix hybrid structural walling system comprising:</p> <p>Zinc-coated corrugated iron sheets fixed vertically from apron level to 1.0 m height,</p> <p>Galvanized wire mesh panels fixed from 1.0 m to 2.1 m height,</p> <p>Supported on 40 mm x 40 mm SHS steel framing, spaced at 600 mm centres,</p> <p>Includes all cutting, welding, fixing, anti-corrosive painting, and anchoring to apron slab and roof trusses.</p> <p>"</p>				
	STRUCTURAL WALLING SYSTEM				
5.1	Zinc Sheeting (CGI, 28 gauge)	m ²	25.00	0	\$ -
5.11	Wire Mesh Panels (Galvanized Welded panels mesh, 1" x 1")	m ²	28.00	0	\$ -
5.12	SHS Steel Framing (40 mm x 40 mm)	M	50.00	0	\$ -
5.13	Welding, Anchoring & Painting	L.S	1.00	0	\$ -

	Subtotal				
6	ROOF COVERINGS				
	Rate shall include;		Note		
a.01	Eave Flashing – Pre-painted Steel		Note		
a.02	Primer & Top Coat for Trusses and grout		Note		
a.03	Roofing Screws with EPDM Washers		Note		
a.04	Roof plumbing shall be measured & grouped separately;		Note		
	Roof Covering				
6.1	Welded Steel Trusses (RHS 50×50×3 mm)	pc	7.00		
6.11	Steel Purlins – Galvanized C-section (100×50×2 mm)	m	160.00		
6.12	Corrugated Roofing Sheets – Pre-painted (0.5 mm)	m ²	100.00		
6.13	Ridge Cap – Pre-painted Steel	m	13.00		
6.14	Eave Flashing – Pre-painted Steel	m	26.00		
6.15	Galvanized Gutters (150 mm)	m	26.00		
6.16	Downpipes (100 mm Ø)	m	12.00		
6.17	Roofing Screws with EPDM Washers	pc	1,150.00		
6.18	Primer & Top Coat for Trusses	L	13.00		
	Sub-Total				
7	DOORS AND WINDOWS				

a	The work shall include supply, fabricate and installation of doors, windows, made out of approved quality timber Jak or equivalent to be finish as per the respective specification & drawings.		Note		
b	The contractor shall submit shop drawings for the approval of the Architect & Engineer, prior to fabrication.		Note		
c	The contractor shall refer to all relevant specifications and drawings prior to pricing and it shall be his responsibility to complete the said works to the entire satisfaction of the Engineer at no additional cost.		Note		
d	All samples shall be provided for Engineer's approval prior to purchase of material.		Note		
e	Where swing doors has been specified prices shall include for provisions of floor hinges.		Note		
	Rates shall include;				
f	Hoisting and fixing in position, drilling and making good.		Note		
g	Brass Nails, Brass screws, glue, Rawl plugs etc.,		Note		
h	Framing together all work in accordance with the best practices.		Note		
i	Priming backs & applying two coats of an approved metal preservative before fixing.		Note		
j	Rate to include for providing sundry items related to the door & windows like paint and others related materials etc. where necessary as a Architectural Feature to the door or window.		Note		
k	Rate shall include for 5mm thick clear float glass/ wired glass /tinted glass /translucent glass as appropriate to suit the respective doors and windows as shown in the drawings.		Note		

l	Rates shall include for fixing metallic frame, door sash / window casement brass fixing screws, lock sets with 3 keys manufactured in Europe to be used on all doors.				
m	Preservative treatment for back of door & door frame in contact with masonry or concrete.		Note		
	Sizes				
n	The sizes given in the drawings and description of Bill of Quantities are finished sizes and subject to same permitted in the specifications.		Note		
o	The contractor shall check the measurement of openings physically at the site before fabricating the doors & windows.		Note		
p	Door / window frames are twice rebated and backed as appropriate. The sizes are as given in the detail drawing.		Note		
q	Mullions and transoms shall be rebated or non-rebated as appropriate. The sizes are as given in the detail drawing.		Note		
r	Finished thickness of door & window sashes sash shall be 32mm and if there is any discrepancy in the sizes and detail given in the drawings and Bill of Quantities, the same given in the drawing shall prevail.		Note		
	Ironmongery				
s	All the locks shall be union / Yale or approved equivalent supplied by authorized dealer appointed by the manufacturer & approved by the Architect.		Note		
t	All ironmongery shall be heavy quality brass of approved European manufacture subject to approval of the Architect; ironmongery samples should be submitted for approval.		Note		
	Painting / Final Finish				

u	Unless otherwise stated all surface of timber Doors & Windows and casements and plywood door sashes shall be applied with two coats of wood preservative, two coats of primer, two coats of wood sheen spray paint.		Note		
	Doors				
7.11	Window, type W1, steel, size 1,200mm x 3,000mm and size 1,200mm x 2,000mm high overall including 300mm high steel louvre PV, Comprising of 60mmx40mmx3mm RHS frame fully welded and mitred at corners, 40mmx25mmx2mm RHS section side hung steel plate of 1.8mm infilled window sashes, include for all necessary fasteners, burglary proof and iron mongery, final finish, & fixing to concrete or blockwork as per drawings.	Nos.	2.00		
	Sub-Total				
8	FLOOR FINISHING				
a	The contractor is advised to refer to the specification prior to pricing of this section of work		Note		
b	The rate shall include for all temporary rules, screeds, grounds etc. for raking out joints of new brick work or hacking new concrete for key, internal & curved angles, joints between different surfaces arises quirks, inter sections between curved or irregular		Note		
c	All samples shall be provided for approval by the Engineer prior to purchase of materials.		Note		
	Wall Finishes/Plaster				
	Plinth Plaster				
8.01	20mm. thick cement and sand 1:4 All plinth wall plaster finished rough with wooden float.	m ²	30.60		
	Floor finishes				

8.02	Provide 25mm thick cement-sand (1:3 mix) screed finished	m ²	97.28		
8.03	Ditto: Apron plinth wall	m ²	23.31		
	Sub-Total				
9	PAINTING				
a	Rate shall include for preparation of surface cleaning down, smoothing, knotting, puttying, stepping etc. protection of floors and fitting, removing & replacing door and window, furniture, and cleaning windows etc. upon completion.		Note		
b	Paint shall be from approved colour with approved manufacturer.		Note		
	Walls				
9.1	Prepare and apply one coat of primer and two coats of vinyl silk paint white in colour of good quality to internal plastered faces of walls. Prepare and apply one coat of primer and two coats of weather guard paint cream in colour and of good quality to external plastered faces of walls	m ²	122.40	9.1	
	Sub-Total				
	SUMMARY				
#	PRELIMINARY				
1	EXCAVATIONS AND EARTHWORKS				
2	CONCRETE WORKS				
3	MASONRY WORKS				
4	THERMAL AND MOISTURE PROTECTION				
5	STRUCTURAL STEEL WORKS				
6	ROOF COVERINGS				
7	DOORS AND WINDOWS				
8	FLOOR FINISHING				
9	PAINTING				
	GRAND TOTAL	TLS	2		\$ -

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

Other Information pertaining to our Quotation are as follows:	Your Responses (Tick appropriately)		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, please indicate counter proposal</i>
Preferred Currency of Quotation: US\$			
Payment terms: ACROSS South Sudan operates on a standard 30-day credit. Please confirm that you agree with these terms.			
Payment mode: Bank transfer.			
Delivery Lead Time: 35 working days upon purchase order/Contract signature.			
Delivery terms: DDP, Incoterms 2010			
Mode of transportation: Road			
Delivery Location: Kauto & Lotimor			
Validity of Quotation: (90 days)			
Warranty: Brand new replacement if Purchased Unit is delivered damaged or of inferior quality.			
Liquidated damages: 2% of contract for every week of delay, up to a maximum duration of 2 calendar weeks. Thereafter, the contract may be terminated.			
Performance security: required in an amount equivalent to 5% of the contract sum and valid to cover the delivery lead 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.			
---	--	--	--

Bid Submission Documents to be submitted:

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

1. Original company Pro-forma invoice with the final total cost.
2. This tender document with all sections completed, with no alteration to any of the sections, signed and stamped.
3. Valid Certificate of Incorporation (Including a copy of the updated stamp).
4. Valid business Operation license.
5. Valid Tax Clearance Certificate.
6. CVS of the lead Engineer, foreman and other technical staff
7. Minimum 2 contracts/POs of similar nature, value, and complexity (Constructions) implemented during the last 3 years and corresponding completion certificates awarded, contract amount, date, and customer's current contact details for references to be sought.
8. 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.

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 (within Juba) shall not be considered except from field locations. Sealed bids should be clearly marked with the following tender reference number and delivered to the following address:

Ref: TENDER-3503-2025 -CONSTRUCTION OF TWO TEMPORARY LEARNING SPACE MEASURING 7.6MX12.8M IN KAUTO & LOTIMOR-KEPOETA EAST, EASTERN EQUATORIA STATE.

ATTENTION:

Secretary, Tender Committee,
ACROSS South Sudan, Juba Office

Buluk area, approx. 130m off Ministry Road opposite State house, behind UNHCR compound.

NB: Bids submitted by hand/courier must be recorded in the bid receipt record form and dropped in the bid box at the security gate. 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 compliant bid.



Only qualified bids shall be considered for the technical evaluation.

Technical Evaluation

- ✓ Responsiveness/full compliance to technical requirements
- ✓ Comprehensiveness of after-sales services (compliance with defects liability period)
- ✓ Appropriateness of the Implementation Timetable 30 calendar days as per completion period of the required works.

Financial Evaluation

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

DEADLINE for submission of tenders is 6th /Oct/ 2025 before 2:30 PM (South Sudan NEW local time). No bids will be received after this deadline.

- ✓ ONLY SUCCESSFUL BIDDER (S) SHALL BE CONTACTED.
- ✓ IF YOUR DON'T RECEIVE ANY ONFORMATION AFTER 3 WEEKS, CONSIDER THAT YOUR BID ISN'T SUCCESSFUL

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.

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



Appendix 1: TECHNICAL SPECIFICATIONS AND PRICE MATRIX

Appendix 2: SUPPLIER CODE OF CONDUCT

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.

- 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 contractor 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 Contractor 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 Contractor agrees to sign Safeguarding and PSEA good conduct declaration form.
- 4) Zero tolerance policy towards fraud, bribery, and corruption:** The employee shall not accept or be involved in any level of fraud, bribery or corruption within the organization, or by any other individual or organization representing ACROSS at all times and to safeguard the resources for which they are responsible.
- 5) Code of Conduct:** Every contractor 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 portray a Christian character at all times.
- 6) Anti-Discrimination and Harassment:** Contractors 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 behaviors that could lead to physical or psychological harm, especially to vulnerable groups such as women, children, elderly and disabled people.
- 7) Terrorist Activities:** Contractors 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.
- 12) 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.
- 13) 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
- 14) 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,

- 15)** 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 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.
- 16) 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.
- 17) 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
- 18) 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.
- 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.
- 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 3 :

ACROSS TERMS AND CONDITIONS

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

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

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 South Sudan or based in International Law.