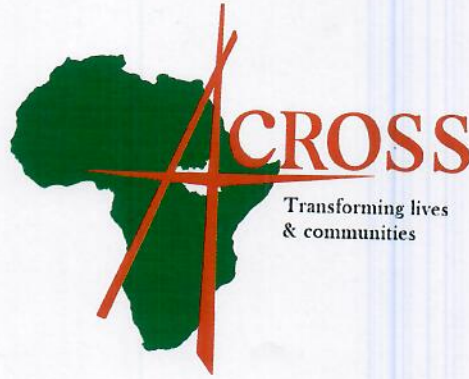


International Liaison Office

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Tel: +254-020-3882881/7
Wireless: +254-020-2325821
Mobile: +254-722 923 203
Email: acrossinfo@across-ssd.org



South Sudan Head Office

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Office Tel: **+211-927447700**
+211-925773311

E-mail: acrossinfo@across-ssd.org
Website: www.across-ssd.org

TERMS OF REFERENCES(TOR) FOR CONSULTANCY FOR ARCHITECTURAL & STRUCTURAL SERVICES

1. Preliminary remarks:

ACROSS is an International Christian Humanitarian Organization serving South Sudan since 1972 with a vision of “**Transforming individual Lives & Communities in South Sudan and beyond**”. ACROSS has a strong presence in Central Equatoria, Eastern Equatoria, Jonglei State, and Lake State implementing development and humanitarian emergency projects. ACROSS established more than eight project field offices, in (Lainya, Bor, Morobo, Yei, Kajo-Keji, Kapoeta, Rumbek, Nanyangachor, Adol, BOMA and Pibor etc). The projects implemented by ACROSS are in the following thematic areas, Education, Protection, WASH, nutrition, health, peacebuilding, food security & livelihoods in the different locations. Currently, ACROSS is planning to raise a concrete building behind UNHCR compound in Hai Game. Therefore, it is searching for a consultant who will design the building and estimate the associated costs thereof. ACROSS is inviting experienced consultants, individual Consultants and Firms to submit Expressions of Interest for the “**consultancy services for the designing, construction and supervision of the office building and other aspects related to the project in ACROSS Media Compound**”. The procurement method used for this call for Expression of Interest is Request for Proposals. This Request for Proposal (RFP) is to provide professional construction management services, and participation in the project design/construction processes as needed in Juba head Office. These services include but are not limited to; assuring that all construction elements and systems work individually and together as intended and required. Construction Management shall effectively and efficiently ensure that all work complies with the approved construction documents and applicable codes and regulations.

This Scope of Work outlines the requirements to qualify.

The proposed consultancy is for architectural and structural services required for the overall works involved in the designing of the project’s facilities. The site is located at ACROSS Media Compound the proposed structure is to be built in an open area measuring to approximately 12,000meters square. The proposed office complex is a design which is guided by client desire to have a modern office space which will meet their need as organization, ACROSS have a property that will meet expectation of their own office space. The office block complex will be ground floor and three additional storied levels. The scope of services to be provided by the consultant will include but not limited to:

- a) Provide a master plan for the plot.



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- b) Provide a site plan showing the proposed facilities: building, parking, drainage, fencing, power and water supply, landscape, and other infrastructures.
- c) Provide all the requisite and full set of architectural drawings.
- d) Provide a detailed BOQ for the designed facilities.

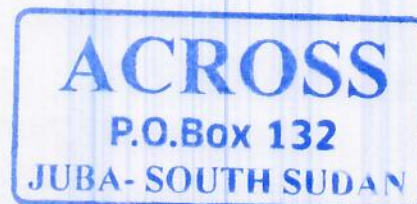
The consultant activities will be supervised by the Project Implementation Unit of ACROSS South Sudan and provide project update as required.

2. Deliverables and Timelines

- a) Provide architectural construction drawings.
- b) Provide 3D presentational drawings of the proposed facility.
- c) Submit 2 hard copies of the drawings (1 A1 and 1 A3)
- d) Assist in getting the requisite approvals from the Juba City Council or the South Sudan land and housing department, if any
- e) Provide all the detailed BOQs for the facilities.
- f) The project should take a maximum of 6 weeks.

KEY INFORMATION TO BIDDERS

S/N	Categories of Specification	Specification
1	Underground Basement	1- Approximate area is 12,000 meters square. 2- Vehicles parking area 3- Power Generator room 4- Electric main switch room
2	Ground Floor (Plan)	1- Approximate Build up area is 12,000 meters square. 2- Entry room 3- Refuse Cubical 4- Grand entrance porch 5- Common Office lobby 6- Lift core and circulation stairs 7- Ablution areas 8- Kitchen 9- Open office plan space 10- Fire exit/Toilets



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3	First floor plan	<ol style="list-style-type: none"> 1. Approximate area is 12,000 meters square. 2. Common Office lobby 3. Lift core and circulation stair 4. Open office plan spaces 5. Ablution area 6. Kitchen/Fire exit/Toilets
4	Second Floor plan	<ol style="list-style-type: none"> 1. Approximate area is 12,000 meters square. 2. Common office lobby 3. Lift core and circulation stair 4. Ablution area 5. Kitchen 6. Fire exit. 7. Toilets
5	Third Floor plan	<ol style="list-style-type: none"> 1. Approximate area is 12,000 meters square. 2. Common Office lobby 3. Lift core and circulation stair 4. Open office plan 5. Ablution area 6. Fire exit. 7. Toilets
6	Fourth Floor Plan (Open to sky roof)	<ol style="list-style-type: none"> 1. Approximate area is 12,000 meters square. 2. Lift core circulation 3. Lift Machine room 4. Centralized machine room

3. Consultancy Fees

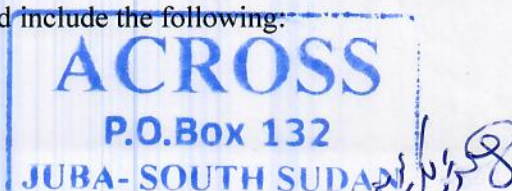
The hired consultant will not be paid however the architectural design and BOQ shall be used to solicit funds and the successful consultant shall be hired to supply the materials and construct the office space. ACROSS will cover engagement fee with city council, Juba City Council or the South Sudan land and housing department.

4. Submission and Evaluation of Expressions of Interest

Consultants meeting the above criteria are invited to submit an Expression of Interest by email to ACROSS via the emails: to procurement@across-ssd.org, logistics@across-ssd.org and copy the following emails; headoffinance@across-ssd.org; kuol@across-ssd.org; headofprograms@across-ssd.org with the subject line “**Consultancy for architectural design and structural services in Juba ACROSS Media Compound.**”

Expressions of Interest should be received no later than **28th June 2024, 4:30pm central Africa time.** Interested firms and individuals are allowed to pay a visit to the site during official Working days and hours. The main body of the EOI should be a maximum of 8 pages and should include the following:

❖ A (2-page max) cover letter including:



- Consultant's daytime phone numbers and email contacts
 - Demonstrating an understanding of the requirements of the ToR,
 - Any recommendations or modifications related to the ToR,
 - Experience in architectural design and structural services.
 - Proposed schedule of availability during period July ,2024
 - Consultant's budget,
- ❖ CV of the Consultant, the company Must have an Engineer Civil or Architect who possess University Degree BSc (Architecture) or equivalent and be a registered Architect.
 - ❖ A minimum of 5 years' practical post-qualification experience and 3 years on similar assignments
 - ❖ 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 these services.
 - ❖ ACROSS will review the EOI closely against this recommended outline in combination with the preceding section

Annex 1

ACROSS TERMS AND CONDITIONS OF PURCHASE

ARTICLE 1: GENERAL PROVISIONS

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

Upon acceptance of the order, the supplier shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the supplier's terms of sale.

This Agreement may only be varied with the written consent of ACROSS and any specific terms and conditions in the purchase order or contract will prevail over these terms and conditions.

ARTICLE 2: DELIVERY

Except if otherwise specified in writing in the purchase order or contract, all orders will be delivered carriage and insurance paid (CIP), or in conformity with the Incoterms 2010 specified on the purchase order. Goods will remain the sole responsibility of the supplier until the delivery note has been signed by ACROSS or by the forwarding agent appointed by ACROSS.

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

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

Should the point of delivery be different to the billing address, a copy of the delivery note and shipping documentation will be sent to the ordering entity at least 24 hours before expedition of the goods.

ACROSS reserves the right to refuse any goods delivered in excess of quantities ordered. Excess quantities will be returned to the supplier at their own risk and cost.

ARTICLE 3: DELIVERY TIMES

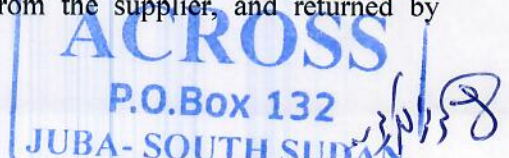
Delivery times and delivery dates appearing on the purchase order or contract are binding.

If contractual delivery times are not respected, ACROSS May, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percent (2 %) of the total amount of the undelivered goods, excluding taxes, per week of late delivery.

If goods have not been delivered within ten (10) calendar days after the contractual delivery date, ACROSS reserves the right to cancel the order for undelivered goods without notice or payment to the supplier.

ARTICLE 4: COMPLIANCE

A delivery will only be considered as compliant after verification and acceptance by ACROSS. Non-compliant goods can be refused, without written prior agreement from the supplier, and returned by



ACROSS
 P.O.Box 132
 JUBA- SOUTH SUDAN

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 (ILO), 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.

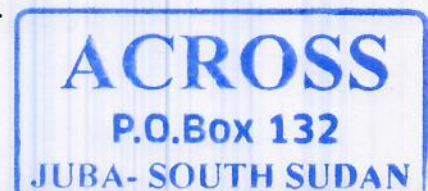
Annex 2

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.

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

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



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

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

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

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

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.

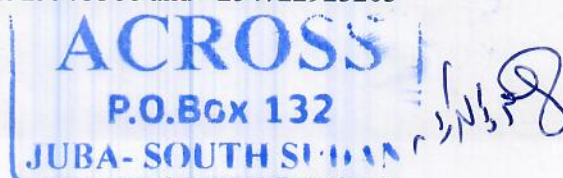
Product Samples – With the exception of drug samples provided to a public health Centre or clinic, supplier product samples may not be provided without the advance review and approval of ACROSS Supply Chain Management.

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.

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

ACROSS
P.O.Box 132
JUBA- SOUTH SUDAN

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