Date: 12th November 2026

Ref:4757-2026 - BOQ FOR ESTABLISHING ONE (1) WATER YARD (UPGRADING ONE (1) OLD BOREHOLES, CONSTRUCTION OF WATER TOWER, INSTALLATION OF STORAGE TANK AND CONSTRUCTION OF ONE DISTRIBUTION (FETCHING) POINTS) IN NARUS PAYAM, KAPOETA-EASTERN EQUATORIA STATE.

Name of Company:	
Address:	
Active Phone number	
Email	

Table 1: Price citation

BILL OF QUANTITY FOR ESTABLISHING ONE (1) WATER YARD (UPGRADING ONE (1) OLD BOREHOLES, CONSTRUCTION OF WATER TOWER, INSTALLATION OF STORAGE TANK AND CONSTRUCTION OF ONE DISTRIBUTION (FETCHING) POINTS) IN NARUS PAYAM, KAPOETA-EASTERN EQUATORIA STATE.

Section A

UPGRADING OF OLD BOREHOLE, INSTALLATION WITH SUBMERSIBLE PUMP, WATER YARD AND CONSTRUCT WATER NETWORK WITH FETCHING POINTS.

					Total cost ($)
S/#	***Items description***	***Qty***	***UOM***	***Unit cost ($)***	
1	Mobilisation/demobilisation of personnel, materials and equipment to the borehole upgrading and construction site to and from Narus Payam, Kapoeta -Eastern Equatoria State.	Ls	1		
2	Conduct site clearance, including bush clearance and scrubs to able laying of pipes to the nearby kitchen gardens.	Ls	1		
3	Disassemble the existing handpump head, supply and install Well head assembly (borehole cover, borehole clamp with 90 degrees sweeps bend pump safety rope adapter and 11/4 gate vale	Stand	1		

4	Conduct flashing of the existing borehole, until water is visible clear	hr	3		
5	Installation of 3 hp DC solar submersible pump (Grundfos) complete with accessories (2.5"4 core waterproof wire of 85m long, including 10mm 2x2 core 1ometres, four (4) solar panels each of 250watts and steel frames constructed with H stations and beams) and capacity of 2.5m3/hr	No	1		
6	Install the IO 100 control box in a dry, protected area in the borehole shed at least 1.5 m above the surface of the ground, Connection of the solar panels in series using MC4 wire terminals, connection of the supply cable to the positive and negative MC4 wire terminals of the solar panel array and connection to the IO 100 supply terminal according to guidelines and documentation, Connection of the solar panels in series using MC4 wire terminals, connection of the electric supply cable to the positive and negative MC4 wire terminals of the solar panel array.	Ass	1		
7	Installation of the float switch in the tank, connection to the float switch cable according to documentation of the float switch, Connection of the positive lead of the electric supply cable to the float switch cable and connection of the float switch cable to the electric supply terminal of the IO 100 control box according to guidelines and documentation. Connection to the negative lead of the supply cable to the IO 101 terminal according to guidelines and documentation.	Ass	1		
8	Connection of the submersible cable to IO 101 control box according to guidelines and documentation, and Test run of the installation, measurement of voltage and current at the terminals of the IO 100 control box, visual observation of the flow from the borehole, measurement using the flowmeter to determine correct rotation direction of the pump.	Ass	1		
9	Install HDPE pipes oF 2" riser pipes connected to the submersible pump	M	200		
10	"Conduct borehole water chemical analysis to				
	Sub-Total for (USD)				

	Water Tank and Tower Construction				
12	Supply and install stainless metallic tank of 10,000 litre water tank with all necessary pipes, fittings on erected steel tower. As in the following below specification.	Pcs	1		
13	300x300x15mm thick base plate for anchoring steel columns on top of concrete short columns	Pcs	8		
14	20mm Dia hold down bolts (200mm long)	Pcs	16		
15	340mmx190x5mm Gusset plate to cut to appropriate size and shape	Pcs	8		
16	100x100x4mm SHS (Square hollow section) for erecting 6m high columns	Pcs	8		
17	100x100x5mm SHS for main beam for tank base	Pcs	6		
18	70x70x5mm SHS for secondary beam for tank base	Pcs	6		
19	60x60x5mm RSA (Rolled Steel Angle) for cross bracing between columns	Pcs	5		
20	50x50x6mm RSA for erecting ladder	Pcs	23		
21	12mm dia M.S Bolts with washers and nuts	Pcs	30		
22	Portland Pozzolanic Cement	Bag	16		
22	Y12 Steel reinforcement bars (12m long)	Pcs	10		
24	R8 mild steel bars (12m long)	Pcs	15		
25	River sand	M3	23		
26	Well graded aggregates	M3	10		
b	Water tank and tower construction (Refer to email clarifications attached)	LS	2		
	Sub-Total (USD)				

	Public metallic tap stand, drainage and Soak pit for one (1) public taps stand each with four (4) taps				
1	Excavate 450mm wide trench to a depth of 300mm from the existing ground level and to soak pit constructed and fill with boulders stones	Pcs	2		
2	Cast 2 parallel 150mm x 400mm unreinforced grade beams (1:2:4) separated by a 150mm drain hole inside the foundation trenches.	Pcs	2		
3	Cast a 100 mm thick oversite concrete slab (1:2:4) and a sand blinded 200mm thick hardcore and reinforced with BRC A142 mesh. Use river sand and screened, graded & washed aggregate. The cost should include the cost of BRC reinforcement, its fabrication and placing in position).	Pcs	2		
4	Excavate two of 50 m water network with TWO (2) fetching points (Public tap stand) each with Four (4) taps of 5x2x1.5m platform for metallic tap stand and install 6 heavy duties non pressure release 3/4'' taps on concrete platform in a space provided in the community) including 2.5mx1mx2.0m deep soak pit with reinforced cover slaps.	Length	200		
	Sub-total (USD)				
	FENCING WORK FOR TWO FETCHING POINTS LOCATED OUTSIDE THE PERIMETER FENCE				
1	Supply and fabricate Angle Bars 50x50x4mmx @ 3m ready to receive chain link	Pcs	16		
2	Supply and installation of tension wire as per drawings provided	Roll	2		
3	Supply binding wire for fixing the chain link in all sites as per drawings	Kg	5		
4	Supply chain-link fence 2m high X 18 m long and install	Roll	2		
5	Fabricate door for the entrance in all sites using 50x40x2mm SHS with all accessories (tour bolts, hinges, Locks etc) and mesh wire as door cover all in painted red oxide to reduce oxidation	Pcs	1		
6	Fabricate, design and install visibility signpost for the one water yard welded on the tower frame	Board	1		
	SUB-TOTAL (USD)				
	GRAND TOTAL				
	DISCOUNT IN USD				
	NET AMOUNT AFTER DISCOUNT				

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

Other Information pertaining to our Quotation are as follows:	**Your Responses (Tick appropriately)**		
	Yes, we will comply	***No, we cannot comply***	***If you cannot comply, please indicate counter proposal***
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: 30 working days upon Contract signature.			
Delivery terms: DDP, Incoterms 2010			
Mode of transportation: Road			
Delivery Location: Narus Payam, KAPOETA-EASTERN EQUATORIA STATE			
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.			

<u>Bid Submission</u> 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. Borehole drilling certificate/License.
7. CVS of WASH/Plumber/Electrician and foreman (Technicians)
8. Minimum 2 contracts/POs of similar nature, value, and complexity (water yard projects) implemented during the last 3 years and corresponding completion certificates awarded, contract amount, date, and customer's current contact details for references.
9. 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:4757-2026 - BOQ FOR ESTABLISHING ONE (1) WATER YARD (UPGRADING ONE (1) OLD BOREHOLES, CONSTRUCTION OF WATER TOWER, INSTALLATION OF STORAGE TANK AND CONSTRUCTION OF ONE DISTRIBUTION (FETCHING) POINTS) IN NARUS PAYAM, KAPOETA-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 26th /November/ 2026 before 2:00 PM CAT (Central Africa Time). No bids will be received after this deadline.

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

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

We ……have 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.