



TENDER DOCUMENT

Date: 14th NOVEMBER 2022.

Ref: Q-2136 CONSTRUCTION OF WASH FACILITY AT JMSH. (BATHROOM & FLASH TOILETS)

Name of Company:		Active Phone No	
Full Address			
PIN number or equivalent:			
Email			

#	Item description	Unit	Qty	Rate - USD	Amount - USD
BILL OF QUANTITY FOR THE PROPOSED CONSTRUCTION OF 1 BLOCK OF 5 STANCE BATHROOM IN JMSH.					
	EXCAVATION AND BACKFILLING WORK				
1.1	Clear the site of any vegetation cover, grubbing and excavation to reduce level n.e 150mm.	Item	1		
1.2	Set and excavate foundation for bathroom.	m ³	8.8		
1.3	Excavation of apron splash foundation 0.6m wide by 0.7m deep from reduced level.	m ³	4.6		
1.4	Excavation of soak pit 2m wide by 2m deep.	m ³	16		
1.5	Back filling to the sides of the apron plinth wall with selected suitable soil from excavated materials.	m ³	3.6		
1.6	Provide and Pack hardcore in soak pit and cover it.	item	1		
	SUB-TOTAL 01				
2	CONCRETE WORK				
	Concrete work includes reinforcement bars, formwork and shuttering				
2.1	100mm thick RC slab 1:2:4 to the base of the pit, BRC A142.	m ³	1.05		
2.2	Plain concrete 100mm thick foundation footing in curtain wall.	m ³	0.6		
2.3	Plain concrete 100mm thick foundation footing in apron splash.	m ³	1.1		
2.4	Cast RC 100mm thick to over sight slab; Y12 @ 150 c/c and place over the Y12, wire mesh on Y12 with steel spacers	m ³	2.2		
	SUB-TOTAL 02				
3	MASONRY BRICK WORK				
3.1.0	Substructure wall				

3.1.1	Plinth wall in constructed 200mm above ground level.	m ²	28.92		
3.2.0	Substructure wall				
3.2.1	DPC to the line of superstructure walls of the latrine	m	28		
3.2.2	Construction of superstructure wall, height not exceeding 3.0m above finished slab .	m ²	84		
	SUB-TOTAL 03				
4	REINFORCEMENT				
4.1	Y12	kg	214		
4.2	R8	kg	66.4		
4.3	BRC: A142	m ²	30		
4.4	Hoop iron	Rolls	1		
4.5	Binding wire	Rolls	1		
	SUB-TOTAL 04				
5	DOORS AND WINDOWS				
5.1	Fabrication of complete metal doors 900x2,000mm from MS plate 1.5mm thick, approved steel section frame, locking tie bolt and latches		5.1		
	SUB-TOTAL 05				
6	ROOFING WORK				
6.1	Pre-painted iron sheets G28	m ²	28		
6.2	Rafter timbers 50x100mm	M	18		
6.3	Fimber purlin 50X75MM	M	26		
6.4	Fasciabord 25X200MM	M	22		
	SUB-TOTAL 06				
7	FINISHES				
7.1	External wall rendering; cast 15mm thick external wall rendering; 1:4 mortar smoothly finished with steel float.	m ²	55.05		
7.2	Internal wall plastering; prepare and cast 15mm thick internal wall plaster 1:4 cement mortar smoothly finished with steel float. Apply	m ²	103.05		
7.3	Internal wall painting; to prepared internal wall surface, apply 2 coats of undercoat and 2 coats of finishing soft white vinyl silk paint.	m ²	103.05		
7.4	External wall painting; to well prepared external wall surface, apply 2 coats of undercoat and 2 coats of finishing weather guard paint.	m ²	55.05		



7.5	External wall skirting: apply 2 coats of grey high gloss paint 250mm above finished floor surface	m ²	8.3		
7.6	Floor screeding including veranda; 25mm thick cement mortar 1:3 smoothly finished with steel float and 5mm cement slurry. Provide a drainage open pipe in the wash room to take waste to the installed floor trap connected to the pit.	m ²	17.5		
7.7	Construction of apron splash around the latrine block according to the designs; compacted suitable soil fillings and cast plain concrete 100mm thick 1:2:4; floor screed 30mm thick 1:3 smoothly finished and cement slurry applied.	Item	1		
7.8	Construction of access ramps 900mm wide by 1,800mm long from well burned bricks 230mm thick wall using mortar 1:4; compacted suitable soil and 75mm thick RC 1:2:4; BRC A142.	Item	2		
7.9	Cost of branding including loggo of ACROSS South Sudan, and the donors. The logos will be provided by the officers or engineer on site.	Item	1		
SUB-TOTAL 07					
6	ROOFING WORK				
8	PLUMBING/SANITARY FITTINGS				
	Phase 1 Water supply				
8.1	PPR Pipe 3/4	m	35		
8.2	PPR Elbow brush	Pcs	30		
8.3	PPR Elbow plain	Pcs	25		
8.4	PPR Tee plain	Pcs	30		
8.5	PPR plugs	Pcs	30		
8.6	Gate valves	Pcs	6		
9	Phase 2 Drainage				
9.1	PVC Pipe 2"	m	20		
9.2	PVC elbow 2"	Pcs	25		
9.3	PVC Access 2"	Pcs	6		
9.4	PVC pipe 4"	m	35		
9.5	PVC elbow 4"	Pcs	25		
9.6	Gallery traps 4"	Pcs	12		
9.7	PVC Access 4"	Pcs	6		
9.8	Vent cap 4"	Pcs	1		
9.9	PVC Cement rig lin	Pcs	4		
10	Assorted screws	Pairs	20		
11	Phase 3 Appliances				



11.1	Showers	Pcs	3		
11.2	Mixture set(Shower with heater)	Pcs	2		
11.3	Bib tap 3/4	Pcs	1		
11.5	Mirror 60x30 cm	Pcs	1		
11.6	Wash hand Basin	Pcs	1		
	SUB-TOTAL 08				
	SUMMARY OF TAKEOFFS				
1	EXCAVATION & BACKFILLING				
2	CONCRETE WORK				
3	WALLING/ MASONRY WORK				
4	REINFORCEMENT				
5	DOORS				
6	ROOFING				
7	FINISHES				
8	PLUMBING AND SANITARY FITTINGS				
	TOTAL MATERIALS				
	LABOUR				
	TOTAL OF LABOUR & MATERIALS				

#	Item description	Qty	UoM	Rate - USD	Amount - USD
BILL OF QUANTITIES FOR PROPOSED 1 BLOCK OF 4 STANCE FLASH TOILET IN JMSH .					
1	<u>Damp proof courses: hessian based bituminous felt: bedded in cement and sand (1:4) mortar: 300mm laps.</u>				
1.1	Under 200mm thick walling	m	29.6		
2	<u>Concrete Blocks of approved standard in cement and sand (1:3) mortar finished fair faced.</u>				
2.1	200mm thick walling for latrine walls	m ²	55.8		
2.2	200mm thick walling for privacy/Curtain walls	m ²	16.4		
2.3	400mm thick walling for foundation of privacy/Curtain walls	m ²	6.56		
3	<u>In situ concrete class 25/20mm: vibrated, reinforced as described in:</u>				
3.1	200x200 RCC in ring/Lintel beam	m ³	0.75		

4	<u>High yield tensile steel bar reinforcement to BS 4449 as described including cutting to lengths, bending, hoisting and fixing including all necessary tying wire and spacing blocks.</u>				
4.1	Y12mm Ø bar in ring beam	kg	89.6		
5	<u>Mild steel rod reinforcement to BS 4461 as described.</u>				
5.1	R8mm Øre-bar in ring beam	kg	66.37		
6	<u>Murrum in-fill to circulation area, compacted in layers N.E 300mm</u>				
6.1	Murrum Back fill in circulation / area inside the curtain walls	m ³	6.96		
Total WALLING Carried to Summary					
7	<u>splash apron</u>				
7.1	600mm wide splash apron comprising 75mm thick concrete (1:3:4/20mm agg) slab on blinded granite hard core bed laid on compacted murrum surrounded by 150mm thick burnt clay brick work stubs as described laid on 450mm by 150mm thick concrete grade 20 footing ; including excavation,back filling and all necessary formwork.	m	9.28		
Total SPLASH APRON Carried to Summary					
8	<u>PLUMBING/SANITARY FITTINGS</u>				
	<u>Phase 1 Water supply</u>				
8.1	PPR Pipe 3/4	m	30		
8.2	PPR Elbow brush	Pcs	20		
8.3	PPR Elbow plain	Pcs	15		
8.4	PPR Tee plain	Pcs	14		
8.5	PPR plugs	Pcs	20		
8.6	Gate valves	Pcs	2		
9	<u>Phase 2 Drainage</u>				
9.1	PVC Pipe 2"	m	12		
9.2	PVC elbow 2"	Pcs	12		
9.3	PVC Access 2"	Pcs	6		

9.4	PVC pipe 4"	m	20		
9.5	PVC elbow 4"	Pcs	8		
9.6	Gallery traps 4"	Pcs	6		
9.7	PVC Access 4"	Pcs	4		
9.8	Vent cap 4"	Pcs	4		
9.9	PVC Cement rig lin	Pcs	2		
10	Assorted screws	Pairs	15		
11	<u>Phase 3 Appliances</u>				
11.1	Sitting pan	Pcs	4		
11.2	Telephon shower	Pcs	4		
11.3	Bib tap 3/4	Pcs	4		
11.4	Toilet paper holder	Pcs	4		
11.5	Mirror 60x30 cm	Pcs	2		
11.6	Wash hand Basin	Pcs	4		
11.7	Flow trap	Pcs	4		
	Total PLUMBING/ SANITARY FITTINGS Carried to Summary				
12	<u>Finishes</u>				
	<u>Wall finishes</u>				
	<u>Cement and sand (1:4) plaster trowelled smooth:</u>	10	Pcs		
12.1	25mm thick to walls.	m ²	176.6		
13	<u>Floor finishes</u>				
	<u>Cement sand (1:3) screed finished smooth</u>				
13.1	Concrete mix 1;2;4 cast over marrum surface and finished smooth	m ²	18.56		
13.2	100mm high Skirting painted with re-oxide floor paint (m/s)	m	54.2		
14	<u>Painting</u>				
14.1	Prepare and apply three coats of silkvinyl paint to interal plastered wall surfaces applied over two coats of white wash paint	m ²	57.6		
14.2	Prepare and apply three coats of weather Guard paint to external plastered wall surfaces applied over two coats of white wash paint	m ²	119		

14.3	Prepare and apply two coats of red-oxide floor paint to plastered floor surfaces.	m ²	18.56		
TOTAL Finishes CARRIED TO SUMMARY					
15	ELEMENT No.3: ROOF				
	<u>Roof Construction</u>				
	<u>(All Provisional)</u>				
	<u>Wood structural timber including all bolting, metals straps and connections</u>				
15.1	Timbers 4" x 2" Pine principal rafters	Pcs	8		
15.2	Timbers 3" x 2" Pine purlins	Pcs	18		
15.1	Timbers 4" x 2" Pine principal rafters	Pcs	8		
15.3	Ditto wall plate (Hard wood timber) 4" x 2"	Pcs	6		
16	Sawn wood as described as:				
16.1	225x25mm fascia boards	Pcs	8		
17	<u>Roof covering</u>				
17.1	28 gauge precoated iron sheets as manufactured by UgandaBaati or another approved manufacturer fixed with galvanized nails to timber purlins at 1200mm centre to centre general spacing with 100mm end laps 1.5 side laps sloping not exceeding 10 degrees	Pcs	9.75		
18	<u>Painting</u>				
18.1	Apply three coats oil paint on fascia board 200 to 300mm girth	LM	32		
18	Painting				
TOTAL ROOF CARRIED TO SUMMARY					
	2100mm x 900mm with 300mm high louver vents <ul style="list-style-type: none"> • 2mm thick sheet metals • 12mm diameter bolt locking mechanism • 150mm wide, 2mm thick C-channel profile door frames • 3No. 100mm long metal hinges on doors 				
19.1	For 900X 2100mm overall doors	no	4		



20	600mm x 300mm louver vents				
	• Insect mesh screen				
	• Fixed sash				
	• 20x20x1mm SHS frames frames				
20.1	For toilet louvres	no	4		
	Ironmongery				
21	Supply and fix the following ironmongery of "UNION" Manufacture or other equal and approved, complete with matching fixings to hardwood.				
21.1	Butt Hinges, 75 x 100mm: finished stainless steel or equal and approved	no	8		
	TOTAL WINDOWS & DOORS TO SUMMARY				
	PROPOSED CONSTRUCTION OF A FOUR STANCE LATRINE				
1	WALLING				
2	SPLASH APRON				
3	PLUMBING/ SANITARY FITTINGS				
4	FINISHES				
5	ROOF				
6	DOORS & WINDOWS				
	TOTAL				
	LABOUR @ 30% OF TOTAL MATERIAL COST				
	ADD 10% CONTIGENCIES				
	GRAND TOTAL				

Table 1: 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, pls. indicate counter proposal
Partial Bidding: Not acceptable			



Currency of Quotation: US\$			
Payment terms: ACROSS South Sudan operates on a standard 30 days credit. Please confirm that you agree with these terms.			
Payment Schedule: Payment is planned as follows: <ul style="list-style-type: none"> ✓ 95% of total Contract amount shall be paid upon receipt of signed completion certificate by the project Manager. ✓ 5% of total Contract amount will be retained for 3 months. NB: Retention of 5% of the total payment will be for a period of 3 months after all works have been terminated as a guarantee period. If works develop faults within three months (not caused by excessive vandalism or natural disaster), the Contractor will be required to rectify the faults at no additional cost for ACROSS			
Delivery Lead Time: 30 working days upon purchase order/Contract signature.			
Delivery terms: DDP, Incoterms 2010			
Delivery Location: Juba Medical Safe House. (JMSH)			
Validity of Quotation: (90 days)			
1 year warranty on services and equipment parts of BOQs			
Liquidated damages: 0.5% of contract for every day of delay, up to a maximum duration of 1 calendar month. Thereafter, the contract may be terminated. applies to all lots.			

Documents to be submitted:

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

1. Original company Proforma 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. Minimum 2 contracts/POs of similar nature, value and complexity implemented during the last 2 years and corresponding completion certificates awarded Implementation timetable (must indicate detailed list of tasks, duration and allocated resources per task as per the requirement).



Bid Submission

Bids may be submitted on or before **Friday 25th November 2022, 2:00 PM** South Sudan local time

And via: Hand /Courier delivered in sealed envelope to the below address,

Marked: **Ref: Q-2136 CONSTRUCTION OF WASH FACILITY AT JMSSH**

ACROSS Juba Head Office

P.O.Box 132, Juba

South Sudan Office

ATTENTION:

Secretary,

Tender Committee,

ACROSS South Sudan

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

Preliminary evaluation:

Non-discretionary “Pass” or “fail” rating based on submission of the following documents.

- 1 Original company Proforma 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 Minimum 2 contracts/POs of similar nature, value and complexity implemented during the last 2 years and corresponding completion certificates awarded.

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 working days as per completion period of the required works;
- ✓ Qualification of the Key personnel required:



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.

Note: Only successful bidders shall be contacted!

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



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 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 unfulfilled by the supplier or non-compliant with one or several of their contractual obligations may be lawfully cancelled by ACROSS if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by ACROSS by registered mail with acknowledgement receipt.



ACROSS will notify the supplier in writing of the cancellation, which will take effect to the sole detriment of the supplier, and this notwithstanding all damages suffered or incurred by ACROSS.

ARTICLE 10: PRICE

Unless stipulated otherwise by ACROSS, the prices indicated on the purchase order are firm and not subject to change. They include all costs associated with the manufacture, packaging, loading, shipping and unloading of the goods. Prices for goods to be exported outside the European Union do not include VAT.

ARTICLE 11: INVOICING AND PAYMENT

Two copies of all invoices will be issued and sent to the ACROSS office that sent out the order within seven (7) calendar days of delivery.

If several orders are contained in one delivery, a separate invoice will be issued for each order.

All invoices will feature the exact references of the delivery note and the order to which they correspond.

Unless stated otherwise on the purchase order or contract, payments are to be made by bank wire transfer within forty-five (45) days from the end of the month during which the invoice was received.

ARTICLE 12: LEGAL and ETHICAL ASPECTS

ACROSS reserves the right to refuse an order at any time if the supplier or one of its sub-contractors provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child Labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organization (ILO1), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced Labour, and the respect of working and hygiene conditions .

ACROSS reserves the right to use international supplier' screening tools to check the supplier's record with regards to their possible involvement in illegal or unethical practices

Furthermore, ACROSS is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy.

ARTICLE 13: APPLICABLE LAW AND JURISDICTION

ACROSS purchase orders and contracts are governed by French law.

Any dispute between the supplier and ACROSS with regards to the interpretation, execution and cancellation of an order will preferably be resolved amicably.

Otherwise all litigation will be handled exclusively by the courts of Paris.

ARTICLE 14: PERFORMANCE SECURITY. Required in an amount equivalent 5-10% of the contract sum and valid to cover the delivery lead time 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.



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