



## **SCHEDULE II: ADDITIONAL TERMS AND CONDITION OF THE CONTACT**

### **1. ACCEPTANCE OF THE CONTRACT**

This Contract may only be accepted by the Supplier signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Contract as herein specified. Acceptance of this Contract shall effect a contract between the Parties under which the rights and Obligations of the Parties shall be governed solely by the terms and conditions of this Contract including these General Conditions. No additional or inconsistent provision proposed by the Supplier shall bind ALIGHT Sudan unless agreed to in writing by a duly authorized ALIGHT Sudan official.

### **2. LEGAL STATUS**

The Supplier shall be considered as having the legal status of an independent contractor vis-à-vis ALIGHT Sudan. The Supplier, its personnel and sub-contractors shall not be considered in any respect as being the employees of ALIGHT Sudan. The Supplier shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

### **3. SOURCE OF INSTRUCTIONS**

The Supplier shall neither seek nor accept instructions from any authority external to ALIGHT Sudan in connection with the performance under this Contract. The Supplier shall refrain from any action which may adversely affect ALIGHT Sudan and shall fulfil its commitments with the fullest regard to the interests of ALIGHT Sudan.

### **4. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO ALIGHT Sudan**

The Supplier warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on ALIGHT Sudan and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of ALIGHT Sudan to ensure the protection of refugees and other persons of concern to ALIGHT Sudan. The Supplier hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to ALIGHT Sudan. The failure of the Supplier to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle ALIGHT Sudan to terminate this Contract immediately upon notice to the Supplier, at no cost to ALIGHT Sudan.

### **5. ANTI-PERSONNEL MINES**

The Supplier guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle ALIGHT Sudan to terminate this Contract immediately upon notice to the Supplier, at no cost to ALIGHT Sudan.

### **6. CHILD LABOUR**

The Supplier represents and warrants that neither it, nor any of its suppliers, is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32



thereof, which, inter alia, required that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle ALIGHT Sudan to terminate this Contract immediately upon notice to the Supplier, at no cost to ALIGHT Sudan.

## **7. SUB-CONTRACTING**

In the event the Supplier requires the services of a sub-contractor, the Supplier shall obtain the prior written approval of ALIGHT Sudan for all sub-contractors. The Supplier shall be fully responsible for all work and services performed by its sub-contractors and suppliers, and for all acts and/or omissions of such sub-contractors and suppliers and their personnel. The approval of ALIGHT Sudan of a sub-contractor shall not relieve the Supplier of any of its obligations under this Purchase Order. The terms of any subcontract shall be subject to and conform to the provisions of this Purchase Order.

## **8. ASSIGNMENTS**

The Supplier shall not assign, transfer, pledge or make other disposition of this Contractor any part thereof or of any of the Supplier's rights, claims or obligations under this Contract except with the prior written consent of ALIGHT Sudan.

## **9. OFFICIALS NOT TO BENEFIT**

The Supplier represents and warrants that no official of ALIGHT Sudan has been, or shall be, offered by the Supplier any direct or indirect benefit arising from this Contractor the award thereof. The Supplier agrees that breach of this provision is breach of an essential term of this Purchase Order.

## **10. ENCUMBRANCES/LIENS**

The Supplier shall not cause or permit any lien, attachment or other encumbrance by any person or entity to be placed or to remain in any public office or with ALIGHT Sudan against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Supplier.

## **11. EXPORT LICENCE**

The Contract is subject to the obtaining of any export license or other governmental authorization that may be required. It shall be the responsibility of the Supplier to obtain such license or authorization. Should the Supplier encounter difficulties in obtaining the required export license or governmental authorization, it shall immediately bring this to the attention of ALIGHT Sudan. ALIGHT Sudan will, at its discretion, use its best endeavors to assist.

## **12. WARRANTY**

The Supplier warrants the goods, including the packaging, furnished under this Contract conforms to the specifications of the Contract and is free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Supplier provides to purchasers. Such guarantees shall apply to the goods subject to this Purchase Order.

## **13. LIQUIDATED DAMAGES**



Late delivery, or dispatch outside the agreed schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.5 percent of the Contract value per day or part thereof. The assessment will not exceed 10 percent of the Contract value. ALIGHT Sudan has the right to deduct this amount from the Supplier's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to ALIGHT Sudan, including cancellation, for the Supplier's non-performance, breach and/or violation of any term or condition of the Purchase Order. Acceptance of goods delivered late shall not be deemed a waiver of ALIGHT Sudan's rights to hold the Supplier liable for any loss and/or damage resulted therefrom, nor shall it act as a modification of the Supplier's obligation to make future deliveries in accordance with the delivery schedule.

#### **14. REJECTION**

Under the Purchase Order, ALIGHT Sudan shall have the right to reject the goods or any part thereof if they do not conform to specifications.

#### **15. INSPECTION**

ALIGHT Sudan or its duly accredited representatives shall have the right to inspect the goods ordered for under this Contract at Supplier's stores, during manufacture, in the ports or places of shipment, and the Supplier shall provide all facilities for such inspection. ALIGHT Sudan may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of ALIGHT Sudan or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Supplier, such as warranty or specifications. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

#### **16. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by ALIGHT Sudan of the goods sold under this Contract does not infringe on any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold ALIGHT Sudan and the United Nations harmless from any actions or claims brought against ALIGHT Sudan and/or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

#### **17. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by ALIGHT Sudan shall rest with ALIGHT Sudan and any such equipment shall be returned to the ALIGHT Sudan at the conclusion of this Contract or when no longer needed by the Supplier. Such equipment, when returned to ALIGHT Sudan, shall be in the same condition as when delivered to the Supplier, subject to normal wear and tear. The Supplier shall be liable to compensate ALIGHT Sudan for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **18. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF ALIGHT Sudan**

Unless authorized in writing by ALIGHT Sudan, the Supplier shall not advertise or otherwise make public the fact that it is a Supplier to ALIGHT Sudan, or use in any manner whatsoever the name, emblem or official seal of ALIGHT Sudan or any abbreviation of the name of ALIGHT Sudan for in connection with its business or otherwise.

#### **19. PRIVILEGES AND IMMUNITIES**



Nothing contained in this Contract shall be deemed a waiver, express or implied, of any privilege or immunity which ALIGHT Sudan may enjoy, whether pursuant to the Convention on the Privileges and Immunities of the United Nations, or any other convention or agreement.

## **20. TAX EXEMPTION**

ALIGHT is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize ALIGHT Sudan exemption from such taxes, duties or charges, the Supplier shall immediately consult with ALIGHT Sudan to determine a mutually acceptable procedure.

Accordingly, the Supplier authorizes ALIGHT Sudan to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with ALIGHT Sudan before the payment thereof and ALIGHT Sudan has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide ALIGHT Sudan with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **21. PRIOR NEGOTIATIONS SUPERSEDED BY PURCHASE ORDER**

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Purchase Order.

## **22. OVERRIDING CLAUSE**

In the event of any conflict or inconsistencies between these –General Terms and Conditions for Goods or any other document which forms part of the Contract these Conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

## **23. AUTHORITY TO MODIFY**

Pursuant to the Financial Regulations and Rules of the ALIGHT Sudan, only the Procurement Manager possesses the authority to agree on behalf of ALIGHT Sudan to any modification of or change in this Purchase Order, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Supplier. Accordingly, no modification or change in this Contract shall be valid and enforceable against ALIGHT Sudan unless provided by an amendment to this Contract signed by the Supplier and the Procurement Manager.

## **24. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Supplier shall give notice and full particulars in writing to ALIGHT Sudan, of such occurrence or change if the Supplier is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Purchase Order. The Supplier shall also notify ALIGHT Sudan of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Purchase Order. On receipt of the notice required under this Article, ALIGHT Sudan shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Supplier of a reasonable extension of time in which to perform its obligations under this Purchase Order.



If the Supplier is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Purchase Order, ALIGHT Sudan shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 26, “Termination”, except that the period of notice shall be seven (7) days instead of thirty (30) days.

Force majeure as used in this provision means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force. Notwithstanding anything to the contrary in this Purchase Order, the Supplier recognizes that the work and services will be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in and of itself, constitute force majeure under this Purchase Order.

## **25. DISPUTES – ARBITRATION**

Amicable Settlement; The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contractor the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Sudan Law on Arbitration and Conciliation then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration Any dispute, controversy or claim between the Parties arising out of this Contractor the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The place of arbitration shall be Geneva. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Purchase Order, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **26. TERMINATION OF PURCHASE ORDER**

In the case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Contract including but not limited to failure to obtain necessary export licenses, or failure or refusal to make delivery of all or part of the goods by the agreed delivery date or dates, ALIGHT Sudan may, after giving the Supplier reasonable notice to perform without prejudice to any other rights or remedies, exercise on or more of the following rights:

Procure all or part of the goods from other sources, in which event ALIGHT Sudan may hold the Supplier responsible for any excess cost occasioned thereby, Refuse to accept delivery of all or part of the goods, cancel this Contract without any liability for termination charges or any other liability of any kind to ALIGHT Sudan.

ALIGHT Sudan may terminate forthwith this Contract at any time should the mandate or the funding of ALIGHT Sudan be curtailed or terminated, in which case the Supplier shall be reimbursed by ALIGHT Sudan for all reasonable costs incurred by the Supplier prior to receipt of the notice of termination.

## **27. INSOLVENCY AND BANKRUPTCY**

Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, ALIGHT Sudan may, without prejudice to any other rights and remedies, terminate this Contract by giving



the Supplier written notice of termination. Should the Supplier be adjudged bankrupt, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, ALIGHT Sudan may under the terms of this Purchase Order, terminate this Contract forthwith by giving the Supplier written notice of termination.

## **28. PAYMENT INSTRUCTIONS**

ALIGHT Sudan shall, on the fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment by bank transfer within thirty days of receipt of the Suppliers invoice for the goods and copies of any other documentation specified in the Purchase Order. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms. The prices shown in this Contract may not be increased except by express written agreement of ALIGHT Sudan.

Documents are to be sent to the address indicated in the Purchase Order.  
ALIGHT Sudan  
129 House, Alryad Block 8,  
Aljazzar Road,  
Khartoum, Sudan

## **ALIGHT'S CONFLICT OF INTEREST POLICY**

The ALIGHT seeks to avoid potential conflicts of interest posed by close personal relationships between ALIGHT associated persons, employees and clients, patients, beneficiaries, consultants, contractor's other individuals participating in an ALIGHT program or activity. As used in this policy, "close personal relationships" include close familial relationships such as spouse, parents, children, siblings, cousins, and other relations; or consensual sexual or romantic relationships. To ensure that close personal relationships between ALIGHT associated persons and employees and clients, patients, and beneficiaries do not influence decisions with respect to hiring, promotion, education or access to materials, medicine, healthcare, money or other financial resources or any other goods or services provided by ALIGHT, any ALIGHT associated person engaged in a close personal relationship with another person as defined in this policy is responsible for disclosing this relationship in writing to the Director of Human Resources.

ALIGHT associated persons are prohibited from providing any assistance or service through any ALIGHT program, such as access to materials, medicine, healthcare, money or other financial resources or any other goods or services provided by ALIGHT, to anyone with whom they have a close personal relationship. ALIGHT associated employees are also prohibited from supervising and participating in any hiring, promotion, and evaluation decisions, either directly or indirectly that may affect an individual with whom they have a close personal relationship. When informed of a close personal relationship in accordance with this policy, the Program Coordinator, in conjunction with the Country Director, will recommend steps to eliminate any potential for conflict of interest.

Failure to disclose the existence or end of a close personal relationship in accordance with this policy is cause for termination of the associated person's agreement.

ALIGHT associated persons who believe this policy is being violated should report the concern to a Program Coordinator or the Country Director. In any case, the Country Director must be informed, unless the violation involves the Country Director in which case the Director of Human Resources & Administration must be notified.





Transactions with outside firms must be conducted within a framework established and controlled by the executive level of the ALIGHT. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an ALIGHT associated person has any influence on transactions involving purchases, contracts, or leases, it is imperative that he or she disclose to an officer of the ALIGHT as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an ALIGHT associated person or relative has a significant ownership in a firm with which the ALIGHT does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the ALIGHT. The activities are strictly prohibited by ALIGHT. Violations will be cause for immediate termination and, if warranted, legal action.

The Contractor has read this Conflict of Interest policy and understands the contents of this policy and that the Contractor is responsible for complying with its provisions.

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **ALIGHT'S CODE OF CONDUCT AND PROCUREMENT CODE OF CONDUCT**

It is ALIGHT's policy that all staff, consultants, subcontractors and sub-grantees conduct their activities morally, ethically, and in the spirit of accountability and transparency, and in conformity with applicable laws and regulations and practices common with responsible corporations and non-government organizations.

Specifically, this policy explicitly provides that:

1. No funds or assets will be used for any unlawful or improper purpose.
2. No contributions will be made for political purposes from ALIGHT funds in the United States or in any country, even in countries where such contributions may be legal.
3. Gratuities, business entertainment, meals and gifts which are both lawful and customary may be permissible, but may not be allowable. However, no payments, gratuities, or gifts will be made, directly or indirectly, to any official or employee or other Government or any Government agency.
4. Financial data required to be submitted to donors, including governments, must be accurate, complete and current and prepared in accordance with applicable grant requirements, where appropriate.
5. No payments will be solicited or received by an employee or relative of an employee from a vendor or sub grantee or prospective vendor or sub grantee.
6. Payments to agents, brokers or middlepersons may be made where required in the normal course of business to secure goods and services for ALIGHT taking care that such payments are in line with prevailing practice. Agents' compensation must be reasonable in relation to the services performed and will not exceed the normal rate for transactions of a similar nature and size in the particular location.



7. All financial transactions will be accounted for accurately and properly. No undisclosed or unrecorded funds or assets will be established or maintained for any purpose.
8. Payments/cash transactions will be made only into and from ALIGHT Headquarters-approved bank accounts.

### **PROCUREMENT CODES OF CONDUCT**

The ALIGHT seeks to avoid potential problems when dealing with procurement situations. For the purpose of this policy, the phrase, “person,” includes individuals, groups organizations, associations, and any form of business entity, whether or not registered or authorized, and any combination of any of the foregoing or any representative, whether actual or apparent, of any of the foregoing.

#### **Prohibited Conduct:**

1. Gifts. No person may solicit, offer or accept any gift or thing of value from any other person where there is an actual or potential business relation between such Parties.
  - The following exception applies: A small token gift that is inexpensive or can be shared with all staff (such as food, flowers, etc.), or an offer to provide recognition or thank you.
2. All persons and their staff who provided or made possible the benefit bestowed. The recipient of such an exception must inform the Country Director in writing within 10 days after receipt.
3. Influence. No person may solicit, offer or accept any offer to exert economic, political or personal pressure of influence on another person for the benefit of any person, in return for a preference, favorable decision, or other advantage in an existing or proposed transaction.
4. Bid-Rigging. With regard to any bid, request, proposal, or offer of assistance, no person shall agree with another person, who is, or except for such agreement  
  
would be, a competitor of such person to eliminate, limit or dilute competition or improperly influence or try to improperly influence, the making of an award, grant, contract or undertaking of any humanitarian organization.
5. Grant Rotating. No person shall engage in any agreement or collusive scheme to rotate or distribute among selected or predetermined persons the award of grants, contracts, or offers of assistance in contravention of the established policies of any donor humanitarian organization.
6. Kickbacks. No person shall provide or attempt to provide, solicit, accept or attempt to accept any kickback.

#### **Procurement Conflicts of Interest**

1. Insider Relations. It is a conflict of interest and a violation of this code for any person, soliciting or being considered for a grant, award, contract or offer of assistance, to solicit or enter into any grant, award, contract or offer of assistance to a business member, family member or a person with whom the person has a close economic relation, working for, in any capacity, the entity making the grant, award, contract or offer of assistance.
2. Enforcement
3. Consents

Contractors dealing with employees of ALIGHT in a bidding process will be required to sign a consent statement that they will abide by this Code of Conduct in all dealings with member agencies for all purchases.

4. Compliance List





The Country Director shall maintain a list of all contractors, dealing with employees of his/her country program in bidding processes, who have agreed to ALIGHT Proprietary Information to comply with this Code of Conduct and are in compliance with this Code, which will be on file in the country program office.

5. Violations

Violations will be reported directly to the ALIGHT Country Director in writing with a copy to the Director Administration. Any offer received from a potential supplier that is in violation of ALIGHT policies must be rejected.

**Acknowledgement**

I \_\_\_\_\_ acknowledge that I have read and understood the ALIGHT Code of Conduct and its Procurement Code of Conduct.

Company Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_



## CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS

Suppliers and manufacturers to Non-Governmental Organizations (NGO's) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

1. Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
2. Goods produced and delivered by organizations subscribe to no exploitation of children
3. Goods produced and manufactured have the least impact on the environment

### **Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

1. Employment is freely chosen
2. The rights of staff to freedom of association and collective bargaining are respected.
3. Living wages are paid
4. There is no exploitation of children
5. Working conditions are safe and hygienic
6. Working hours are not excessive
7. No discrimination is practiced
8. Regular employment is provided
9. No harsh or inhumane treatment of staff is allowed.

### **Environmental Standards:**

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

1. Waste Management
2. Packaging and Paper
3. Conservation
4. Energy Use
5. Sustainability

### **Business Behaviour:**

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone's basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments, which systematically violate the human rights of their citizens.

### **Qualifications to the statement**

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

### **Disclaimer**

This Code of Conduct does not supersede IAPG Members' individual Codes of Conduct. Suppliers are recommended to check the Agencies' own websites.



### **Supplier's Confirmation**

I do hereby confirm that I have read, understood and agreed to the following Terms and Conditions, and the Policies as outlined in the Tender Document.

### **Policy-Supplier's Confirmation & Signature**

Contract Terms and Conditions	
ALIGHT Conflict of Interest Policy	
Child Safeguarding and Protection Policy	
Code of Conduct and Procurement Code of Conduct	
The IAPG Code of Conduct	