

**Request for Quotation (RFQ) for the supply of**

**28,791 KG Dry Yeast**

**GOAL is completely against fraud, bribery, and corruption.**

**GOAL does not ask for money for bids. If approached for money or other favours, or if you have any suspicions of attempted fraud, bribery or corruption please report immediately to email** [**speakup@goal.ie**](mailto:speakup@goal.ie)

**Please provide as much detail as possible with any reports**

# ABOUT GOAL AND SERVICE REQUIREMENT

Established in 1977, GOAL is an international humanitarian and development agency committed to working with communities to achieve sustainable and innovative prompt response in crises and to assist them to build lasting solutions to mitigate poverty and vulnerability. GOAL has worked in over sixty (60) countries and responded to almost every major humanitarian disaster. We are currently operational in thirteen (13) countries globally. For more information on GOAL and its operations please visit [www.goalglobal.org](http://www.goalglobal.org).

GOAL’s Food Security programme in north-western Syria targets over four hundred thousand (400,000) people with regular food aid through in-kind or voucher distributions and Emergency response (cash & kits one-off distribution). GOAL has been operating in Idleb and neighbouring areas since 2013 and has built the largest food distribution programme in Northwest Syria.

# Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date** |
| **1** | **RFQ Advertised** | **Friday 25 December 2023** |
| **2** | **Closing date for clarifications** | **Tuesday 29 December 2023** |
| **3** | **Closing date and time for receipt of Offers** | **Tuesday 02 January 2024 at 23:59 UTC/GMT +1 hour** |
| **4** | **Offer Opening Date and time** | **Wednesday 03 January 2024 at 09:00 am UTC/GMT +1 hour** |

# Supply REQUIREMENT

GOAL invites prospective suppliers to reply to this Request for Quotation (RFQ) and submit tenders for the contracted supply of:

Twenty-eight, point, seven, nine, one (28.791) metric tonnes of dry yeast that meets or exceeds the specification included at Annex 1 (The Syrian Specifications & Markings Requirement for Dry Yeast) to this document, for delivery to the Turkish Red Crescent (TRC) facilities at Zero Point (Cilvegözü Turkey - Bab al Hawa, Syria) in one shipmenton or before 23 rd January 2024.

The goods being offered must be in line with the following requirements.

**Detailed specification and relevant food standards** = must be in line with those set out in Annex 1, as well as the Packaging requirements outlined in Annex 2 (Dry Yeast Packaging Specifications). Any items offered with non-compliant Source and Origin will be rejected.

**\*Dry Yeast should be packed in 9 Kg Packs.**

**Delivery Plan** = the yeast should be delivered as per the below Delivery Plan. The below quantity might be changed to accommodate the programme needs with the total quantity commitment remaining to be twenty-eight, point, seven, nine, one(28.791) metric tonnes. Suppliers will be given as much notice as possible if there is a need to change the delivery plan.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Yeast delivery Plan |  | [**Yeast**](https://goalglobal.cloudapp.net/OQRFViewer.aspx?OQRF=24581) | | |
| Delivered to Turkish Red Crescent (TRC) at Zero Point (Cilvegözü Turkey - Bab al Hawa  Syria) Dry Yeast should be packed in 9 Kg Packs | Month: |  | 23-Jan-24 | Total MT |
| GOAL will arrange delivery from TRC Zero  Point to Idlib: Kafr Takharim or Ma’arrat  Misrin GOAL WHs |  |  | 28.791 | 28.7910 |
|  |  |  |  | ***28.791*** |

Delivery locations = the supplies are required to be delivered DDP Unloaded (Incoterms 2020) to the Turkish Red

Crescent at Zero Point:

• Turkish Red Crescent (TRC) facility at Zero Point (Cilvegözü Turkey - Bab al Hawa Syria).

# Terms of bidding

## Procurement Process

### This competition is being conducted as an Open Request for Quotation (RFQ).

### GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate for Dry Yeast Supply to Cilve gozu Zero Point TO Turkish Red Crescent.

### This competition is being conducted under GOALs Request for Quotation procedure. The Contracting Authority for this procurement is GOAL.

## Clarifications

### Requests for clarifications can be made up to Tuesday 26 December 2023 23:59 UTC/GMT +1 hour and no later. Any queries about this RFQ should be addressed in writing to GOAL via email to [procurementsy@sy.goal.ie](mailto:procurementsy@sy.goal.ie) referencing the tender number, and answers shall be collated and shared with all bidders in a timely manner.

## Conditions for completing the RFQ

### All documentation must be completed in English. Where a supporting document is in another language, please provide an English translation. The translation can be in-house and does not need to be notarised or official.

### Bidders must respond to all requirements set out in this RFQ and complete their offer in the format requested in section 5.

### Failure to complete any documentation in the required format will, in almost all circumstances, result in the rejection of the tender. Failure to re-submit correctly formatted documents within three working days of a request will result in disqualification.

### GOAL is not bound to accept the lowest, or any bid submitted and can terminate this competition at any stage.

### Information supplied by respondents will be treated as contractually binding.

### GOAL’s standard payment terms are by bank transfer within 45 days after satisfactory implementation and receipt of documents in order.

### Suppliers must detail all costs requested in this document and any other costs whatsoever that could be incurred by GOAL in the usage of services or the availing of options that may not be explicitly identified in the RFQ. Supplier’s attention is drawn to the fact that, in the event of a contract being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.

### Any conflicts of interest (including any family relations to GOAL staff) involving a supplier must be fully disclosed to GOAL particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the supplier.

### GOAL will not be liable in respect of any costs incurred by suppliers in the preparation and submission of tenders or any associated work effort.

### GOAL will conduct the RFQ, including the evaluation of responses and final awards in accordance with the criteria set out in the RFQ. Submissions will be opened by at least three designated officers of GOAL.

### GOAL reserves the right to split the award of any resulting contract between different suppliers in any combination it deems appropriate, at its sole discretion.

### Suppliers will seek written approval from GOAL before entering into any sub-contracts for the purpose of fulfilling any resulting contract. Full details of the proposed subcontracting company and the nature of their services will be included in the written request for approval. Written requests for approval must be submitted in accordance with the conditions set out in any subsequent contract.

### GOAL reserves the right to refuse any subcontractor that is proposed by the supplier.

### GOAL reserves the right to negotiate with the supplier who has submitted the lowest bid that fully meets requirements for the purpose of seeking revisions of such bid to enhance its technical aspects and to reduce the price.

### Information supplied by suppliers will be treated as contractually binding. However, GOAL reserves the right to seek clarification or verification of any such information.

### GOAL reserves the right to terminate the tender process at any stage.

### Unsuccessful suppliers will be notified.

### This document is not construed in any way as an offer to contract.

### GOAL and all suppliers appointed to this requirement, must act in all its procurement and other activities in full compliance with GOAL’s donor requirements. Any contracts that arise from the RFQ may be financed by multiple donors or their agents who have rights of access to GOAL and any of its suppliers or contractors for audit purposes. Donors may also have additional regulations that are not practical to list here. Submission of an offer under the RFQ assumes acceptance of these conditions.

### GOAL does not engage in transactions with any terrorist group or individual or entity involved with or associated with terrorism or individuals or entities that have active exclusion orders or sanctions against them. GOAL will not purchase supplies or services from suppliers that are associated in any way with terrorism or are the subject of any international exclusion orders or sanctions. All suppliers making submissions under the RFQ guarantee that neither they nor any affiliate or a subsidiary controlled by them are associated with any known terrorist group or are the subject of any international exclusion order or sanctions. Any contract entered into subsequent to the RFQ will reflect this requirement.

## Submission of RFQ

Submissions must be delivered electronically in the following way:

Electronically to [goaltrbids@sy.goal.ie](mailto:goaltrbids@sy.goal.ie) and in the subject field state:

* 1. **“Quotation for GAZ-BK-33476 Dry Yeast”**
  2. **Name of your company**
  3. **Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.**

All requested documents must be submitted in **PDF format or scans of hard copy documents**. No word documents will be accepted, links to share drives except samples will not be accepted. An excel spreadsheet has been provided for the submission of financial offers but a PDF scanned version must also be submitted.

Proof of sending is not proof of receipt. GOAL accepts no responsibility for technical or system malfunctions that prevent bids from being properly received. Late delivery will result in your bid being rejected. All information provided must be perfectly legible.

**Important:** Offers transmitted in any other manner or offers received after the deadline date and time will not be considered. Please do NOT copy any other GOAL email addresses with your submission as this may invalidate your offer.

1. **Quality Control**

Parties nominated by GOAL will carry out random quality inspections from samples selected during production, upon departure, loading, unloading and arrival to destination or from any storage location. The cost of the quality control inspections will be covered by GOAL. the sampling quantity will not be deducted from the required quantity.

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In cases of a supplier’s quality default the costs of additional quality inspections and loading supervision will be charged to the supplier.

           Sub-contracting: note section 3 in GOAL Standard Terms and Conditions. GOAL may choose to visit vendors, including sub-contractors (if any) during the evaluation process or at any stage of any subsequent contract that may arise from this tender. **Sub-contractors must be pre-approved by GOAL and GOAL reserves the right to refuse any sub-contractor.**

# 5 Evaluation Process

## 5.1 Evaluation Criteria

The phases of evaluation of the responses will determine whether the tender meets the preliminary eligibility criteria. These are:

Bidders not conforming to the administrative instructions or essential criteria may have their bids disqualified at this stage, and therefore would not progress to the next stages.

|  |  |  |
| --- | --- | --- |
| **Phase #** | **Evaluation Process Stage** | **The basic requirements with which proposals must comply with** |
| 1 | **Administrative****Instructions** | 1. **Closing Date:**   Submissions must have met the deadline stated in Section 2 of this document, or such revised deadline as may be notified by GOAL.   1. **Submission Method:**   Submissions must be delivered in the method specified in Section 3.4 of this document and the Appendices, or such revised format and structure as may by GOAL. All requested Appendices and Supporting Documents received as per instruction in the RFQ document and as per section 5.2.   1. **Bid submissions must be in English:**   Where a supporting document is in another language, please provide an English translation. The translation can be in-house and does not need to be notarised or official.   1. **All costs must be quoted in USD:**   Exchange rates will be calculated as of the closing date for quotation submission, as per GOAL’s set internal monthly exchange rate. |
| **2** | **Essential Criteria** | 1. Meets technical specifications attached as Appendix 4 and Appendix 5. the product will be lab-tested to ensure that it meets the attached specifications 2. The vendor must be capable of delivering the goods to Turkish Red Crescent at Zero point (Cilvegözü Turkey - Bab al Hawa Syria). |
| **3** | **Award Criteria** | Submissions will be evaluated as per the award criteria listed in this section to determine optimal Value for Money (VFM) in this context:   * + Quality (Weighting 10%) ( The quality for the supporting certificate (ISO 9000 stated as ISO 9001:2015, ISO 22000 stated as ISO 22000:2018, or any other related official Turkish certificates and a recent certificate of analysis of the offered dry yeast if existed).   + Delivery (Weighting 30%)   + Total Price (Weighting 60%) |
| **4** | **Qualification Criteria** | All due diligence checks are found to be clear including but not limited to Anti-Terror Checks. |

## 5.2 Award Criteria further information

* + Quality (Weighting 10%) ( The quality for the supporting certificate (ISO 9000 stated as ISO 9001:2015, ISO 22000 stated as ISO 22000:2018, or any other related official Turkish certificates and a recent certificate of analysis of the offered dry yeast if existed).
  + Delivery (Weighting 30%)
  + Total Price (Weighting 60%)

1. **Price (60%)**

Please round two decimal places throughout. Any financial offers that contain more than two decimal places will be rounded. Prices offered will be evaluated on Full Cost Basis (including all fees and taxes). Marks for cost will be awarded on a proportional basis with full marks for the cheapest offer following the below formula.

|  |
| --- |
| Score = 60 x (Min Total Price/Supplier Total Price) |

## 5.3 Evaluation

GOAL will convene an evaluation team which may include members of the Finance, Logistics, Programmes, Donor Compliance, and Internal Audit teams, as well as Third Party technical input.

During the evaluation period, clarifications may be sought by e-mail from suppliers. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the Tender or loss of marks. Responses to requests for clarification shall not materially change any of the elements of the proposals submitted. Unsolicited communications from suppliers will not be entertained during the evaluation period.

# 6 Response Format

## 6.1 Introduction

All submissions must conform to the response format set out in this document. Where a submission does not conform to the required format this may result in disqualification. By responding to the RFQ, the supplier accepts the terms and conditions of the RFQ. Should a supplier not comply with these requirements, GOAL may, at their sole discretion, reject the response.

## 6.2 Submission Checklist RFQ

Please ensure that you have read and thoroughly understand the instruction given in the table below. Bids should contain the following

|  |  |  |  |
| --- | --- | --- | --- |
| **Line** | **Item** | **Tick attached** | **Tick attached** |
| 1 | Appendix 1 Company Information (if applicable) References contact details**:** | Complete, Sign, Stamp and Return as separate PDF entitled “Appendix 1 Company information”. |  |
| 2 | Appendix 2 RFQ Statement | Complete, Sign, Stamp and Return as separate PDF entitled “Appendix 2 RFQ Statement”. |  |
| 3 | Appendix 3 Financial Offer ( Attached as separate excel sheet) | Sign, Stamp and Return as separate PDF entitled “Appendix 3\_Financial Offer PDF”. |  |
| 4 | Appendix 4 Dry yeast packaging specs | Sign, Stamp and Return as separate PDF entitled “Appendix 4\_ Dry yeast packaging specs PDF”. |  |
| 5 | Appendix 5 Dry Yeast Specs | Sign, Stamp and Return as separate PDF entitled “Appendix 5\_ Dry Yeast Specs PDF”. |  |
| 6 | Appendix 6- GOAL Terms and Conditions | Sign, Stamp and Return as separate PDF entitled “Appendix 6\_ GOAL Terms and Conditions PDF”. |  |
| 7 | Appendix 7- GOAL Supplier Code of Conduct | Sign, Stamp and Return as separate PDF entitled “Appendix 7\_ GOAL Supplier Code of Conduct PDF”. |  |
| 8 | Annex A Copy of company’s registration documents | Tax Board, chamber registration,trade registeration gazette etc. |  |

# Appendices & Annexes

**Appendix 1 – Company information**

**Appendix 2 – RFQ Statement**

**Appendix 3 – Financial Offer -** Attached as separate excel sheet

**Appendix 4 – Dry yeast packaging specs-** Attached as separate PDF sheet

**Appendix 5 –** **Dry Yeast Specs-** Attached as separate PDF sheet

**Appendix 6 - GOAL Terms and Conditions**

**Appendix 7- GOAL Supplier Code of Conduct-** Attached as separate PDF

**Annex A – Copy of Company’s Registration Documents (attached as separate PDF)**

# Appendix 1 Company information – this section MUST be completed

|  |  |  |
| --- | --- | --- |
| Name |  | |
| Company Name |  | |
| Address |  | |
| Registration Number |  | |
| Telephone |  | |
| E-mail address |  | |
| Website address |  | |
| Year Established |  | |
| Legal Form. Tick the relevant box | 🞏 Company  🞏 Partnership  🞏 Joint Venture | 🞏 Other (specify): |
| VAT Number (where applicable) |  | |
| Tax registration number (if different to VAT number) |  | |
| Directors names and titles |  | |
| Please state name of any other persons/organisations (except tenderer) who will benefit from this contract. |  | |
| Parent company |  | |
| Ownership |  | |
| Do you have associated companies? Tick relevant box. If YES – provide details for each company in the form of additional tables in this format. | | |
| 🞏Yes 🞏No | | |
| Provide details of contracts of a similar nature carried out in the last two years (please state customer name, delivery location, value of contract, and dates) |  | |

## References

|  |
| --- |
| Please include at least 2 (two) reference who may be contacted on a confidential basis to verify satisfactory execution of contracts:  The references should be from past clients (preferably INGO/NGO management staff), including detailed contact details for these individuals. Note: Only current employees with corporate email addresses of the reference organisation will be accepted. |

|  |  |
| --- | --- |
| Reference 1 | |
| Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Email |  |
| Nature of service |  |
| Approximate value of contract |  |

|  |  |
| --- | --- |
| Reference 2 | |
| Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Email |  |
| Nature of service |  |
| Approximate value of contract |  |

|  |
| --- |
| By submitting an offer under this request for quotation **GAZ-BK-33476** the bidder hereby asserts that the following statements are correct at the time of submission; and further undertakes to inform GOAL of any changes in status of these matters. |
| The bidder is not bankrupt or is being wound up, neither are its affairs are being administered by the court nor has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulation.  The bidder is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.  Neither the bidder, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata nor been guilty of grave professional misconduct in the course of their business.  The bidder has fulfilled all its obligations relating to the payment of taxes or social security contributions in Ireland or any other state or country in which the tenderer is located or doing business.  Neither the bidder, a Director or Partner has been found guilty of: fraud, money laundering, corruption; convicted of being a member of a criminal organisation; nor of serious misrepresentation in providing information to a public buying agency  The bidder has not contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application. |

I confirm that my bid has a validity of 90 of days. *If your bid does not have this validity, please state what bid validity you offer.*

I confirm that the proposal and the costs provided to accompany it are an accurate reflection of the costs that will be charged to GOAL according to the information provided in this request for quotation; and that there are no other costs associated with using the service that my company offers. I also confirm that I have the authority to sign on behalf of the company that is bidding.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed: |  | | |
| Print name: |  | Position: |  |
| Company Name: |  | Date: |  |
| Address: |  | | |

# Appendix 2: RFQ statement

**RFQ STATEMENT**

**TO:** GOAL

**RE: (**Request for Quotation) ref: GAZ-BK-33476

Having examined all sections, appendices and annexes to the RFQ we hereby agree and declare the following:

1. We accept all of the Terms and Conditions and code of conduct of this RFQ which are in appendix 6 and Appendix 7 of this RFQ.
2. We confirm we have fully reviewed and can fully meet the detailed Technical Specifications for Dry Yeast included as Annex 1 to this document.

3 We confirm our understanding that if successful, we will be commercially engaged under a GOAL Standard Form Contract and will be given time to review the Terms and Conditions contained within that contract.

4.We confirm that we have the capability to satisfy the essential criteria listed for the RFQ.

5. We confirm delivery DDP (Incoterms 2010) at the Zero point Cilvegozu-Bab Alhawa border

6. We confirm the validity period of our RFQ offer to be 90 Days from date of submission.

|  |  |
| --- | --- |
| Date: |  |
| Full Name: |  |
| Position: |  |
| Signature and company stamp: |  |

# Appendix 6: TERMS AND CONDITIONS FOR CONTRACTS FOR PROCUREMENT OF GOODS:

1. **SCOPE AND APPLICABILITY**

These Terms and Conditions for Contracts for Procurement of Goods apply to all deliveries of goods made to GOAL notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from the Supplier. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

**2. LEGAL STATUS**

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

**3. SUB-CONTRACTING**

In the event the Supplier requires the services of a sub-contractor, the Supplier shall obtain the prior written approval of GOAL 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 omissions of such sub-contractors and suppliers. The approval of GOAL of a sub-contractor shall not relieve the Supplier of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

**4. OBLIGATIONS**

The Supplier shall neither seek nor accept instructions relating to this contract from any authority external to GOAL. Suppliers may not communicate at any time to any other person, government or authority external to GOAL, any information known to them by reason of their association with GOAL which has not been made public, except in the course of their duties or by authorization of GOAL: nor shall Suppliers at any time use such information to private advantage. These obligations do not lapse upon termination/expiration of their agreement with GOAL.

**5. ACCEPTANCE AND ACKNOWLEDGEMENT**

Initiation of Performance under this contract by the supplier shall constitute acceptance of the contract, including all terms and conditions herein contained or otherwise incorporated by reference.

**6.WARRANTY**

The Supplier warrants upon delivery and for a period of twelve (12) months from the date of delivery that goods purchased under this Contract will conform in all material aspects to the applicable manufacturer's specifications, government or international standard or contractually agreed standard for such goods and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Supplier.

**7.CHECKS AND AUDIT**

The Supplier shall allow any external auditor authorised by GOAL to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks of original documents, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Supplier shall ensure that on-the-spot access is available at all reasonable times. The Supplier shall ensure that the information is readily available at the moment of the audit and if so requested, that the data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

Furthermore, the Supplier shall allow any external auditor authorised by GOAL carrying out verifications as required to carry out checks and verification on the spot in accordance with the procedures set out by the donor or in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

To this end, the Supplier undertakes to give appropriate access to any external auditor authorised by GOAL carrying out verifications as required to the sites and locations at which the project is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the action and to take all steps to facilitate their work. Access given to agents of any external auditor authorised by GOAL carrying out verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be

easily accessible and filed so as to facilitate their examination and the Supplier must inform GOAL of their precise location.

The Supplier guarantees that the rights of any external auditor authorised by GOAL carrying out verifications as required to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to the Supplier's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the donor applies.

**8. RULE OF ORIGIN AND NATIONALITY**

If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, such rules shall be stated or referred to in the contract document. In such instances the Supplier must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

Failure to comply with this obligation shall lead, after formal notice, to termination of the contract, and GOAL is entitled to recover any loss from the Supplier and is not obliged to make any further payments to the Supplier.

**9.INSPECTION & TESTING**

The duly accredited representatives of GOAL or the donor shall have the right to inspect/test the goods called for under this Contract at Supplier’s stores, during manufacture, in the ports or places of shipment, and the Supplier shall facilitate such inspections. GOAL may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of GOAL or the donor 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.

**10. LICENCE**

The Contract is subject to the obtaining or holding of any license or other governmental authorisation that may be required. It shall be the responsibility of the Supplier to obtain such license or authorisation. GOAL may, at its discretion, use its best endeavours to assist.

**11. FORCE MAJEURE**

Force Majeure shall mean Acts of God, strikes, lockouts, discontinuation or termination of donor funding, laws or regulations of operating country, industrial disturbances, acts of the public enemy, civil disturbances, act of war (whether declared or not), explosions, blockades, insurrection, riots, epidemics, landslides, earthquakes, extreme weather events, civil disturbances, and any other similar unforeseeable events which are beyond the parties' control and cannot be overcome by due diligence.

In the event of and as soon as possible and no later than fifteen (15) days after the occurrence of any cause constituting Force Majeure, the Supplier shall give notice and full particulars in writing to GOAL of such occurrence or change if the Supplier is thereby rendered unable, wholly or in part, to peRFQrm its obligations and meet its responsibilities under this Contract. The Supplier shall also notify GOAL of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its Performance of this Contract. On receipt of the notice required under this article, GOAL 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 peRFQrm its obligations under this Contract, or termination of the Contract if any delay will force an extension to the delivery schedule.

Notwithstanding anything to the contrary in this Contract, the Supplier recognizes that the work and services may be peRFQrmed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to peRFQrm caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

**12. DEFAULT**

In case the Supplier fails to comply with any term of the Contract, including but not limited to failure or refusal to make deliveries within the time limit specified, they shall be liable for all damages sustained by GOAL, and GOAL may procure the goods from other sources and hold the Supplier responsible for any excess cost occasioned thereby. GOAL may collect damages from the Supplier in lieu of purchasing the goods from other sources. GOAL may by written notice terminate the right of the Supplier to proceed with deliveries or such part or parts thereof as to which there has been default, or if any delivery is late, GOAL may cancel such delivery or the entire Contract.

**13. REJECTION**

In the case of goods purchased on the basis of specifications or samples or both, GOAL shall have the right to reject the goods or any part thereof if they do not conform with the specifications of the Contract in the opinion of GOAL or is not delivered in due time. GOAL shall have the right to reject the goods in the event that the packing is not in accordance with the terms of the Contract. When the goods or any part thereof have been rejected, GOAL shall have the right, without prejudice to the provisions of Article 9, to demand from the Supplier the immediate delivery of acceptable goods in replacement thereof in accordance with the contract or to purchase other similar goods elsewhere and to claim from the Supplier the amount of loss or damages sustained by reason of the default.

Goods or any part thereof in GOAL's possession which have been rejected by GOAL must be removed at the Supplier's expense within such period as GOAL may specify in its notice of rejection.

After such notice has been dispatched to the Supplier, the goods or any part thereof will be held at the latter's risk. Should the Supplier fail to remove the goods as required by the notice of rejection, GOAL may dispose of them, without any liability to the Supplier whatsoever, in such manner as it deems fit

**14. AMENDMENTS**

No change in or modification of this Contract shall be made except by prior agreement between the Responsible Buyer in GOAL in Ireland and the Supplier

**15. ASSIGNMENTS & INSOLVENCY**

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

Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, GOAL may without prejudice to any other rights or remedies, terminate this Contract by giving the Supplier written notice of termination.

**16. PAYMENT**

The Supplier shall invoice GOAL and the terms of payment shall be thirty (30) working days after presentation of a legal invoice and signed waybill or other documents showing delivery has been made.

**17. INDEMNIFICATION**

The Supplier agrees to indemnify, hold and save GOAL harmless and defend at its own expense GOAL, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there from, with respect to, arising from or attributable to acts or omissions of the Supplier or its employees or sub-contractors in or relating to the Performance of this Contract. This provision shall extend to, but shall not be limited to, product liability claims. GOAL will promptly notify the Supplier of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably cooperate with the Supplier, at the Supplier’s expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of GOAL. The Supplier shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with GOAL 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.

**18. DATA PROTECTION**

The Supplier hereby acknowledges that it shall comply with all applicable requirements of The General Data Protection Regulation (EU 2016/679); The Data Protection Acts 1988-2018; and The E-Privacy Directive 2002/58/EC, as amended from time to time (the “Data Protection Legislation”) should Personal Data be accessed, viewed or in any way Processed by the Supplier. If during the term of the Contract it is contemplated that the Supplier will Process Personal Data, the Supplier shall only engage in such Processing where a data processing agreement has been put in place. GOAL reserves the right to rescind any Contract should the Supplier’s data protection and security procedures be considered (in GOAL’s sole opinion) non-compliant with the Data Protection Legislation. Defined terms in this clause 18 will have the meaning set out in the Data Protection Legislation as defined above.

**19. CONFIDENTIALITY**

The Supplier shall not advertise or otherwise make public the fact that he is a Supplier to GOAL without specific approval from GOAL. Nor shall the Supplier in any manner whatsoever use the name of GOAL, or any abbreviation thereof, in connection with his business or otherwise. Non-observance of these conditions shall entitle GOAL to cancel the Contract, or any part thereof, and to hold the Supplier liable for any damages which GOAL has sustained as a result thereof.

**20. DISPUTES - ARBITRATION**

Any claim or controversy arising out of or relating to this or any contract resulting here from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with Irish law.

**21. SETTLEMENT OF DISPUTES**

The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract including any disputes regarding the existence, validity or termination. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, existence, termination or invalidity thereof is 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, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration shall be Ireland and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall also have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration and as being the final adjudication of any such dispute, controversy or claim.

**22. USE OF NAME, EMBLEM OR OFFICIAL SEAL**

Unless authorised in writing by GOAL, the Supplier shall not advertise or otherwise make public the fact that he is a Supplier to GOAL or use the name, emblem or official seal of GOAL or any abbreviation of the name of GOAL for advertising purposes or for any other purposes.

**23.LIQUIDATED DAMAGES**

Late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 1 percent of the Contract value per day or part thereof. The assessment will not exceed 10 percent of the contract value. GOAL 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 GOAL, including cancellation, for the Supplier’s non-Performance, breach or violation of any term or condition of the Contract.

ACCEPTANCE OF GOODS DELIVERED LATE SHALL NOT BE DEEMED A WAIVER OF GOAL’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.

**24. ANTI-BRIBERY/CORRUPTION**

The Supplier shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977 (“Relevant Requirements”). The Supplier shall have and maintain in place throughout the term of any contract with GOAL its own policies and procedures to ensure compliance with the Relevant Requirements.

No monies are payable to GOAL by the Supplier in association with the execution of this contract if the Supplier is approached by a GOAL member of staff for a payment, commission, ‘kickback’ or associated payment or any other advantage of any kind, and they are obliged to report the request or payment directly to GOAL’s Country Director within thirty-six hours. Failure to report any request for payment by a GOAL member of staff or actual payment by the Supplier to a GOAL member of staff to the GOAL Country Director shall result in the immediate termination of any contract and may result in the disqualification of the supplier from participation in future contracts with GOAL.

This contract shall be automatically terminated, and the Supplier shall have no right to any form of compensation, if it emerges that the award or execution of the contract has given rise to unusual commercial expenses.

Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company

**25. 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 GOAL to terminate this Contract immediately upon notice to the Supplier, at no cost to GOAL.

**26. ETHICAL PROCUREMENT**

The Supplier represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the following code of conduct for suppliers: Employment is freely chosen, freedom of association and the right to collective bargaining are respected, working conditions are safe and hygienic, no child labour/protection

of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed, any harm to the environment shall be avoided or limited. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Supplier, at no cost to GOAL. Suppliers must adhere to the principles of humanitarian aid.

**27. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT**

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

**28. INTELLECTUAL PROPERTY INFRINGEMENT**

The Supplier warrants that the use or supply by GOAL 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 GOAL harmless from any actions or claims brought against GOAL pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.

**29. TITLE RIGHTS**

GOAL shall be entitled to all intellectual property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Supplier. At the request of GOAL, the Supplier shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by GOAL and any such equipment shall be returned to GOAL at the conclusion of this Contract or when no longer needed by the Supplier. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Supplier, subject to normal wear and tear.

**30. PACKING**

The Supplier shall pack the goods with new, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Supplier shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

**31. SHIPMENT AND DELIVERY**

All goods shall be delivered to the agreed place of delivery as stated in the Contract, at the Supplier's risk of loss of or damage to the goods until delivery, unless otherwise provided for in the Contract.

**32. INSURANCE**

The Supplier shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen’s compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this contract. The supplier shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The supplier shall further provide such health and medical insurance for its agents and employees, as the supplier may consider advisable. The service provider will in all cases ensure they have third party liability cover for the duration of the contract.

**33. TERMINATION OF CONTRACT**

Either party may cancel this Contract before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts (including purchase orders) with a total period of less than two months or fourteen days in the case of contracts with a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the Supplier shall be compensated only for the actual supplies delivered to the satisfaction of GOAL. Additional costs incurred by GOAL resulting from the termination of the Contract by the Supplier may be withheld from any amount otherwise due to the Supplier from GOAL.

GOAL reserves the right to withhold payments while any investigation is taking place into suspected wrongdoing or breaches of policy. GOAL reserves the right to make no payment of sums due (even when goods or services have been supplied), in instances where wrongdoing is present.

**34. OVERRIDING CLAUSE**

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

**35. WITHHOLDING TAX**

GOAL reserves the right to deduct withholding tax from the Supplier's invoice if so, required by law. This will apply unless the Supplier has supplied in advance the required documentation proving its exemption from withholding tax (e.g. withholding tax exemption certificate

**36. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish Courts.

**37. BANK GUARANTEE**

When specifically requested by GOAL, a bank guarantee from a well reputed bank acceptable to GOAL in the currency in which the Contract is payable and for an amount to be prescribed by GOAL shall be obtained by the Supplier at his expense and deposited with GOAL before the start of the Contract. In the event of any loss, damage and/or extra costs incurred by GOAL by reason of the Supplier's default, negligence or failure to peRFQrm the terms and conditions of the Contract or any part thereof, that part of any such loss, damage and/or extra costs which is represented by the full or by any lesser amount of such guarantee shall be immediately and initially reimbursable to GOAL from such guarantee without prejudice to its right to hold the Supplier liable for the full amount of such loss, damage and/or extra cost. The guarantee shall be valid for a period of not less than 30 days after the date of arrival at destination of the last specified delivery.

**38. ENVIRONMENTAL STANDARDS**

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

• Waste Management

• Packaging and Paper

• Conservation

• Energy Use

• Sustainability

• Sourcing and origin of raw materials

• Supply chain transparency

**39. HUMAN TRAFFICKING**

GOAL has adopted a policy supporting the prohibition of trafficking in persons including the trafficking-related activities for any purpose, including the use of forced labour. Suppliers and their employees, and agents shall not: —

• Engage in severe forms of trafficking in persons during the period of Performance of the contract;

• Procure commercial sex acts during the period of Performance of the contract;

• Use forced labour in the Performance of the contract;

• Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

• Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work

Should the Supplier become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform GOAL to enable appropriate action to be taken.

In respect to any contract funded by the UK Government the Supplier is expected to be familiar with the terms of the UK Modern-Slavery Act 2015, and to abide by the conditions of that Act.

# Legal Operation

GOAL operates within the law of the country of operation and within international legal requirements. GOAL expects all companies to fulfil their legal obligations, including meeting their tax liabilities and duties in accordance with the relevant tax legislation. Please comment below if you feel there are any matters you need to bring to GOAL’s attention.

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*Please continue on a separate sheet if necessary.*

I certify that the information provided above is accurate and complete to the best of my knowledge and belief. I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders.

Signed: (Director) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_