

**Invitation to Tender (ITT) for the Provision of**

**Travel Agent Services under a Framework Agreement (FWA) Ref: BT-X-839 Travel Agent Services**

|  |
| --- |
| **GOAL is completely against fraud, bribery and corruption****GOAL does not ask for money for bids. If approached for money or other favours, of if you have any suspicions of attempted fraud, bribery or corruption please report immediately to email** **speakup@goal.ie****Please provide as much detail as possible with any reports** |

# About GOAL

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

GOAL has been operating in Malawi since 2002, initially in an emergency capacity, and then as a broader health and livelihoods focused development programme. Globally, GOAL’s current strategic goals are as follows: i) communities attain optimal and resilient health; ii) vulnerable groups participate in and shape their society and environment; iii) households and communities have economic and food security. These objectives are in line with the Government of Malawi’s own developmental priorities, as laid out in the MGDS II.

# Proposed Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date**  |
| 1 | ITT published  | 11th October, 2019 |
| 2 | Closing date for clarifications | 25th October 2019, 5pm Malawi Time |
| 3 | Closing date and time for receipt of Tenders | 31st October 2019. 5pm Malawi Time |
| 4 | Tender Opening Location | Blantyre |
| 5 | Tender Opening Date and time  | 1st November 2019, 8 am Malawi Time |

# Overview of requirements

## Service Specification

GOAL invites prospective suppliers to submit tenders for Travel Agent Services; the technical parameters must meet or exceed minimum specification requirements outlined. In emergency or crisis situations the Travel Agent Company must meet the demands of a situation which may be fast-changing and hazardous. The requirements may include e.g. evacuation of staff and could arise at any time of the day or night.

**NOTE: For more details refer to Appendix 2 Bid Submission Form; Appendix 3 Technical offer and Appendix 4 Financial offer**.

## The service being offered must be in line with the following requirements

To provide Travel Agent services for GOAL Malawi for FY, 2020, 2021, 2022. Information on the volume of transactions will be available on request. Please email clarifications@mw.goal.ie should you require any information volume of transaction.

**NOTE: For more details refer to Appendix 3, Technical offer**.

## type of contract – Framework Agreement (FWA)

*A framework agreement (FWA) is an agreement with a single supplier (or group of suppliers) to establish terms governing contracts that may be awarded during the period of the FWA. GOAL, as contracting authority, does not guarantee any volume of orders under FWAs as all purchases will be based on the needs and activities of GOAL.*

*The FWA will set fees for the FWA duration (initially for 1 year with the possibility to review on an annual basis up to a maximum of 3 years). Prices and the quality of the service received will be reviewed jointly on an annual basis by GOAL and framework suppliers to make sure it’s satisfactory and within current market value.*

*To participate in the FWA, respondents will need to be successful in this tender exercise.*

*The winning tenderer(s) will be required to enter into a Framework Agreement with GOAL for Travel services on the conditions set out in Technical and Financial Offer to this ITT (appendix 2) and the GOAL Standard Terms and Conditions (appendix 3).*

# Terms of the Procurement

## Procurement Process

### This competition is being conducted under GOAL’s National Tender Procedure.

### The Contracting Authority for this procurement is GOAL

### This procurement is funded by different donors and the tender and any contracts or agreements that may arise from it are bound by the regulations of those donors.

## Clarifications and Query Handling

### GOAL has taken care to be as clear as possible in the language and terms it has used in compiling this ITT. Where any ambiguity or confusion arises from the meaning or interpretation of any word or term used in this document or any other document relating to this tender, the meaning and interpretation attributed to that word or term by GOAL will be final. GOAL will not accept responsibility for any misunderstanding of this document or any others relating to this tender.

### Requests for additional information or clarifications can be made up the deadline noted in section 2 above, and no later. Any queries about this ITT should be addressed in writing to GOAL via email at clarifications@mw.goal.ie with the reference **ITT / BT-X-839/ Travel Agent Service** Clarifications in the email subject line and answers shall be collated and published online at <https://www.goalglobal.org/tenders> in a timely manner.

## Conditions of Tender Submission

### Tenders must be completed in English.

### Tenders must respond to all requirements set out in this ITT and complete their offer in the Response Format.

### Failure to submit tenders in the required format will, in almost all circumstances, result in the rejection of the tender. Failure to resubmit a correctly formatted tender within 3 (three) working days of such a request will result in disqualification.

### Tenderers must disclose all relevant information to ensure that all tenders are fairly and legally evaluated. Additionally, tenderers must provide details of any implications they know or believe their response will have on the successful operation of the contract or on the normal day-to-day operations with GOAL. Any attempt to withhold any information that the tenderer knows to be relevant or to mislead GOAL and/or its evaluation team in any way will result in the disqualification of the tender.

### Tenders must detail all costs identified in this ITT. Additionally, tenders must detail any other costs whatsoever that could be incurred by GOAL in the usage of services and/or the availing of options that may not be explicitly identified/requested in this ITT. Tenderers’ attention is drawn to the fact that, in the event of a Contract/ Framework Agreement 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 tenderer 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 tenderer.

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

### GOAL will conduct this tender, including the evaluation of responses and final awards in accordance with the detail set out at in the Evaluation process. Tenders will be opened by at least three designated officers of GOAL.

### GOAL is not bound to accept the lowest, or any tender submitted.

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

### The Supplier shall seek written approval from GOAL before entering into any sub-contracts for the purpose of fulfilling this contract. Full details of the proposed subcontracting company and the nature of their services shall be included in the written request for approval. Written requests for approval must be submitted to the contract focal point identified in section 1.

### 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 the technical requirements, for the purpose of seeking revisions of such Bid to enhance its technical aspects and/or to reduce the price.

### Information supplied by respondents 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 this competition at any stage.

### Unsuccessful tenderers will be notified.

### GOAL’s standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order. Satisfactory implementation is decided solely by GOAL.

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

### GOAL and all contracted suppliers must act in all its procurement and other activities in full compliance with donor requirements. Any contract(s) that arise from this ITT may be financed by multiple donors and those donors and/or their agents have rights of access to GOAL and/or any of its suppliers or contractors for audit purposes. These donors may also have additional regulations that it is not practical to list here. Submission of an offer under this ITT assumes Service Provider acceptance of these conditions.

### **Terrorism and Sanctions:** 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 and/or sanctions against them. GOAL shall therefore not knowingly purchase supplies or services from companies that are associated in any way with terrorism and/or are the subject of any relevant international exclusion orders and/or sanctions. If you submit a bid based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company are associated with any known terrorist group or is/are the subject of any relevant international exclusion order and/or sanctions. A contract clause confirming this may be included in an eventual purchase order based on this request.

## Quality Control

3rd party companies may be contracted by GOAL to carry out random quality inspections of work carried out by the contracted party. The cost of the quality control inspections will be covered by GOAL.

In cases of supplier’s quality default, in addition to Liquidated Damages, section 21 of GOAL Standard Terms and Conditions, the costs of the quality inspections and loading surveyor will be charged to the Service Provider.

Sub-contracting: note section II in GOAL Standard Terms and Conditions. GOAL may choose to visit vendors, including sub-contractors (if any) as per of the evaluation process.

## Submission of Tenders

Tenders must be delivered in one of the following two ways:

1. Electronically with your financial and technical offers in separate emails to tenders@goal.ie and in the subject field state:
	1. ***BT-X-839 FWA for Travel Agent Services***
	2. ***Name of your firm with the title of the attachment***
	3. ***Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.***

**All documents attached to emails must be in PDF or scan form. Any excel, or word documents must be accompanied by a PDF or scan version of the document. Documents submitted solely in excel, word or other ‘soft copy’ format shall lead to the bid being rejected.**

1. If electronic bid submission is not possible please submit in a sealed envelope marked [enter full reference with the words ‘*not be opened before the deadline [enter deadline and time zone] by the tender committee’* with your financial and technical offers inside in two separate envelopes marked as Financial Offer and Technical Offer to the Private Tender Box c/o **GOAL Malawi, Smythe Road, Sunny Side, Blantyre, Malawi.**

Envelopes may be sent through postal or courier services or delivered by hand; and will be accepted during normal working hours for the country of submission. Please note that the GOAL office will not be open during weekends or public holidays.

* **Proof of sending is not proof of reception, either electronically or with post/courier/other physical service. Late delivery will result in your bid being rejected. Envelopes found open at the tender opening will be rejected. All information provided must be perfectly legible.**

## Tender Opening Meeting

Tenders will be opened at 8 a.m.as per details in section 2 above at the following location:

GOAL Malawi

Smythe Road, Sunny Side, Blantyre

PO Box 31807, Blantyre 3, Malawi

One **authorised representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending an e-mail at least 48 hours in advance to the following e-mail address: tenders@mw.goal.ie . This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

Suppliers are invited to attend the Tender Opening Meeting at their own cost.

# Evaluation Process

## Evaluation stages

Tenderers will be considered for participation in the Contract subject to the following qualification process:

|  |  |  |
| --- | --- | --- |
| **Phase #** | **Evaluation Process Stage**  | **The basic requirements with which proposals must comply with** |
| *The first phase of evaluation of the responses will determine whether the tender has been submitted in line with the administrative instructions and meets the essential criteria. Only those tenders meeting the essential criteria will go forward to the second phase of the evaluation.* |
| 1 | **Administrative instructions** | 1. **Closing Date:**

Proposals must have met the deadline stated in section 2 of these Instructions to Tenderers, or such revised deadline as may be notified to Tenderers by GOAL. Tenderers must note that GOAL is prohibited from accepting any proposals after that deadline.1. **Submission Method:**

Proposals must be delivered in the method specified in section 4.5 of this document. GOAL will not accept responsibility for tenders delivered by any other method. Responses delivered in any other method may be rejected.1. **Format and Structure of the Proposals:**

Proposals must conform to the Response Format laid out in sections 6 of these Instructions to Tenderers or such revised format and structure as may be notified to Tenderers by GOAL. **Failure to comply with the prescribed format and structure may result in your response being rejected at this stage.** 1. **Confirmation of validity of your proposal:**

The Tenderers must confirm that their Service charges are fixed for a minimum of 12 months as per Appendix 4 Question 1(ii).1. **Confirmation of validity of your proposal:**

The Tenderers must confirm that the offer (period of validity) of their proposal is not less than 90 (ninety) days. |
| **2** | **Essential Criteria** | **Minimum mandatory requirements of specifications or contract performance. Any tenderer who fails to meet these requirements will be disqualified at this stage.*** **Previous experience working with INGOs /UN. Submit at least 3 recommendation letters from INGOs/UN.**
* **Must have IATA Certificate**
* **Proof of registration with Malawi Tourism Board/department or Equivalent if based out of Malawi**
* **Must offer 24hour assistance, 7 days/week:** Note: the travel agent company must meet the demands of a situation which may be fast-changing and hazardous. The requirements may include e.g. evacuation of staff and could arise at any time of the day or night
* **Must have a response time in 2 hours or less**
 |
| **3.** | **Desirable** | Travel Agent offering an online booking portal for use by GOAL |
| *The second stage of the evaluation will involve an assessment of the Tenderer’s personal and legal circumstances, economic and financial standing, to fulfil the obligations of the contract* |
| **4** | **Legal, Economic & Financial Criteria** | In-depth review of financial accounts and other documents submitted; tenderer is judged to have requisite financial stability. (If un enable to provide, please give details why)1. Audited financial statements for 2018, 2017 and 2016.
2. Bank statement for the last 6 months.
 |
| *Each proposal that conforms to the Essential and Qualification Criteria will be evaluated according to the Award Criteria given below by GOAL.*  |
| **5** | **Award Criteria** | Tenders will be awarded marks under each of the award criteria listed in this section to determine the most economically advantageous tenders.1. Price [40%]
2. Quality [60%]
 |
|  |
| **6** | **Post selection**  | References and other checks are found to be clear and quality is assessed. |

## Tender Evaluation

GOAL will convene an evaluation team which may include members of the Finance, Logistics, Programmes, Donor Compliance and Internal Audit, as well as 3rd Party technical input.

During the evaluation period clarifications may be sought by e-mail from Tenderers. Clarifications may include testimonials from customers in support of particular aspects of a tender, whether such aspects are contained in the original submission or in subsequent responses to requests for clarification. 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 Tenderers will not be entertained during the evaluation period.

## Award Criteria

All prices must be in Malawi Kwacha (MWK) and a comprehensive and clear breakdown of prices must be shown as part of the financial offer – any transport fees, taxes, customs charges, component parts, packing fees etc. must be shown separately.

Prices offered will be evaluated on full cost basis (including all fees and taxes).

Marks for cost will be awarded on the inverse proportion principle (shown below):

**Scorevendor = 40 x (pricemin / pricevendor)**

Scores for the Financial Offer will be calculated by comprising maximum available marks (40) by inverse proportion: Offered by Tenderer price divided by the minimum price offered in this Tender.

|  |  |  |
| --- | --- | --- |
| **No** | **Qualitative award criteria** | **Weighting (maximum points)** |
| 1. | Technical Proposal (60%) will be scored based on the responses in technical responses in Appendix 3 | 60% |
| 5. | Price - 40% will be base scored in Inverse proportion based on responses in financial offer in appendix 4 | 40% |
|  | **Total number of points** | **100%** |

**All financial offers must be made on the basis of ‘best and final offer’.**

## Award of contract

As per section 4.3.10 above and following the analysis of bids against the award criteria laid out above in sections 5.1 and 5.4, the contract may be awarded to one service provider or divided between multiple service providers at GOAL’s discretion. For such purposes, GOAL uses a Value for Money approach, which may include (but is not limited to) price, quality, lead time, context and risk analysis of the supply chain environment pertaining to the contract delivery.

# Response Format

## Introduction

All proposals must conform to the response format laid out below. Where a tender does not conform to the required format the Tenderer may be requested to resubmit it in the correct format, on the understanding that the resubmission cannot contain any material change from the original. Failure to resubmit in the correct format within 3 (three) working days may result in disqualification.

By responding to this ITT, each Tenderer is required to accept the terms and conditions of this ITT and to acknowledge and confirm their acceptance by returning a signed copy with its response. Should a Tenderer not comply with these requirements, GOAL may, at their sole discretion, reject the response.

If the Tenderer wishes to supplement their Response to any section of the ITT specifications with a reference to further supporting material, this reference must be clearly identified, including section and page number.

## Submission Checklist

FAILURE TO SUMBIT ALL THE DOCUMENTATION BELOW MAY LEAD TO REJECTION OF OFFER.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Item** | **How to submit**  | **Tick attached**  |
| **Electronic submission** | **Physical submission** |
| 1 | This checklist  | Ticked, scan and save as ‘Checklist’ | Tick and submit.  |  |
| 2 | Company Details (Appendix 1) included section 1, 2 and 3 | Complete, sign & stamp, scan and save as ‘Company Details’ | Complete, sign, stamp and submit.  |  |
| 3 | Bid submission form (appendix 2) | Complete, sign & stamp, scan and save as ‘Technical Offer’ and also submit in excel format | Complete, sign, stamp and submit.  |  |
| 4 | Technical offer (Appendix 3) signed. | Complete, sign & stamp, scan and save as ‘Technical’ | Complete, sign, stamp and submit.  |  |
| 5 | Financial Offer (Appendix 4 or in your own format) signed | Complete, sign & stamp, scan and save as ‘Financial Offer’ | Complete, sign, stamp and submit.  |  |
| 6 | GOAL Terms and Conditions (appendix 5) signed | Sign, scan and save as ‘GOAL Terms and Conditions’ | Sign, stamp and submit. |  |
| 7 | GDPR terms and conditions (Appendix 6) signed | Sign, scan and save as ‘GOAL Terms and Conditions’ | Sign, stamp and submit. |  |
| 8 | Valid business registration certificate. | Scan, save as ‘’business registration certificate’’ and attach. | Stamp and submit |  |
| 9 | Tax clearance certificate. | Scan, save as ‘tax clearance certificate’’ and attach. | Stamp and submit |  |
| 10 | Proof of registration with Malawi Tourism Board/department or Equivalent if based out of Malawi | Scan, save as ‘registration with Malawi Tourism Board of Department or Equivalent if based out of Malawi’’ and attach. | Stamp and Submit |  |
| 11 | Recommendation letters from INGOs/UN in offering similar service. | Scan, save as ‘recommendation letters’’ and attach | Stamp and submit. |  |
| 12 | IATA Certificate | Scan, save as ‘IATA Certificate ’’ and attach. | Stamp and submit. |  |
| 13 | Audited financial statements for 2018, 2017 and 2016. | Scan, save as ‘audited financial statements’’ and attach. | Stamp and submit. |  |
| 14 | Bank statement for the last 6 months. | Scan, save as ‘bank statement’ and attach. | Stamp and submit. |  |

# Appendix 1 - Company details

# Contact Details

This section must include the following information regarding the Individual or Company and any partners or sub-contractors:

|  |  |
| --- | --- |
| Name of the prime Tenderer |  |
| Registered address of the prime Tenderer |  |
| Company Name |  |
| Address |  |
| Previous Name(s) if applicable |  |
| Registered Address if different from above |  |
| Registration Number  |  |
| Telephone |  |
| E-mail address |  |
| Website address |  |
| Year Established |  |
| Legal Form. Tick the relevant box | 🞏 Company🞏 Partnership | 🞏 Joint Venture🞏 Other (specify): |
| VAT/TVA/Tax Registration Number  |  |
| Directors names and titles and any other key personnel  |  |
| Please state name of any other persons/organisations (except tenderer) who will benefit from this contract (GOAL compliance matter) |  |
| Parent company |  |
| Ownership |  |
| Do you have associated companies? Tick relevant box. If YES – provide details for each company in the form of additional table as per **Contact Details** | 🞏Yes 🞏No |
|  | **Primary Contact** | **Secondary Contact** |
| Name |  |  |
| Current Position in the Organisation: |  |  |
| No. of years working with the Organisation: |  |  |
| Email address |  |  |
| Telephone |  |  |
| Mobile |  |  |
| Other Relevant Skills: |  |  |
| Institution (Date from – to) |  |  |
| Degrees or Diplomas |  |  |

## Professional or Corporate Memberships

These are with external professional bodies that your company is registered with (please note this is not the company/ business registration details). Please attach copies of any relevant certificates or memberships and use more lines if necessary:

|  |  |  |  |
| --- | --- | --- | --- |
| No | Name of the body | Year of registration | Membership Number |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |

## Profile

Tenderers should note that the information requested below will be required under the Essential Criteria. In total the answers to these questions should take no more than 2 pages

|  |  |  |
| --- | --- | --- |
| **No** | **Description** | **Response** |
| 1 | An outline of the scope of business activities, and in particular details of relevant experience regarding contracts of this nature |  |
| 2 | Provide details of two contracts of a similar nature carried out in the last two years (please state customer name, delivery location, value of contract, and dates) |  |
| 3 | The number of years the Tenderer has been in business in its present form |  |
| 4 | A statement of overall turnover and turnover in respect to the goods and services offered under the proposed agreement for the last three years as per the following table: |
| **Year** | **Overall Turnover MKW** | **Offered Goods Turnover MKW** |
| **2018** |  |  |
| **2017** |  |  |
| **2016** |  |  |
| 5 | Where the Supplier proposes to use subcontractors or resellers/ distributors in the execution of the agreement this section should include details of the quality assurance mechanisms used by the Supplier to monitor the activities of its subcontractors or resellers/ distributors. Suppliers should note that commitment to quality, as evidenced by the existence of such quality control procedures, will be used as a Qualification Criteria  |  |
| 6 | Any other relevant information |  |

## References

At least 2 (two) relevant references who may be contacted on a confidential basis to verify satisfactory execution of contracts must be supplied. These references may not be GOAL personnel or related to a GOAL contract. Respondents should supply this information for each of the references in the following format:

|  |  |  |
| --- | --- | --- |
| 1 | Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |
| 2 | Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |
| 3 | Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |
| 4 | Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |

By including the above information, tenderers confirm that they have consent from the data subject to share this information with GOAL for the purpose of providing a reference, to allow GOAL to analyse offers and award a contract under this tender; and that the data subject understands that the personal data may be shared internally within GOAL and externally if required by law and donor regulations; and may be stored for a period of up to 7 years from the award of contract.

# Declaration re Personal and Legal circumstances

|  |  |  |
| --- | --- | --- |
| THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE TENDERERS’ ORGANISATION. Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation | Yes | No |
| 1 | The Tenderer is bankrupt or is being wound up or its affairs are being administered by the court or 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 regulations |  |  |
| 2 | The Tenderer is 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 |  |  |
| 3 | The Tenderer, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata or been guilty of grave professional misconduct in the course of their business |  |  |
| 4 | The Tenderer has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the tenderer is located |  |  |
| 5 | The Tenderer, a Director or Partner has been found guilty of fraud |  |  |
| 6 | The Tenderer, a Director or Partner has been found guilty of money laundering |  |  |
| 7 | The Tenderer, a Director or Partner has been found guilty of corruption |  |  |
| 8 | The Tenderer, a Director or Partner has been convicted of being a member of a criminal organisation |  |  |
| 9 | The Tenderer, a Director or Partner is under investigation, or has been sanctioned within the preceding three (3) years by any national authority of a United Nations Member State for engaging or having engaged in proscribed practices, including but not limited to: corruption, fraud, coercion, collusion, obstruction, or any other unethical practice.  |  |  |
| 10 | The Tenderer has been guilty of serious misrepresentation in providing information to a public buying agency |  |  |
| 11 | The Tenderer has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application |  |  |
| 12 | The Tenderer has colluded between themselves and other bidders (a bidding ring), and/or the Tenderer has had improper contact or discussions with any member of GOAL staff and/or members of their family |  |  |
| 13 | The Tenderer is fully compliant with the minimum terms and conditions of the Employment Law and with all other relevant employment legislation, as well as all relevant Health & Safety Regulations in the countries of registration and operations  |  |  |
| 14 | The Tenderer has procedures in place to ensure that subcontractors, if any are used for this contract, apply the same standards. |  |  |
| 15 | Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), GOAL is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of GOAL to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, **the Tenderer undertakes to use all reasonable efforts to ensure that it does not provide support to individuals or entities associated with terrorism.** |  |  |
| 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 future tenders. |
| Date |  |
| Name |  |
| Position |  |
| Telephone number  |  |
| Signature and full name |  |

# self-declaration of finance and tax

|  |
| --- |
| **Turnover history** |
| **Turnover figures entered into the table must be the total sales value before any deductions**‘Turnover of related products’ is for companies that provide items or services in multiple sectors. Please enter information on turnover of items or services that are similar in nature to the items or services requested under this tender.  |
| **Trading year** | **Total turnover** | **Turnover of related products** |
| **2018** |  |  |
| **2017** |  |  |
| **2016** |  |  |
| Include a short narrative below to explain any trends year to year |
|  |
| 1. **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.**
 |
| *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 future tenders.

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

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

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

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

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

**Appendix 2 – Bid Submission Form**

BID SUBMISSION FORM

To: GOAL Malawi

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Travel Agency services in conformity with the said bidding documents as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the services in accordance with the terms and conditions specified in this bid.

We agree to abide by this Bid for a period of 90 days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Dated this . . .. day of . . . . . . 2019

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

Signature Position

Duly authorized to sign the Bid for and on behalf of . . . . . . . . . . . . . . . . . . . . . . . . . .

# Appendix 3 - Technical Offer (in your own format)

The Technical offer should include detailed information of the Work plan such as but not limited to audit approach, strategy (a description of the audit approach and strategy the firm would apply, having regard to accounting policies and to generally accept accounting practice). For more Guidance refer to the below;

**Please complete all sections. Attach additional information as required.**

**Company Name:**

**Date:**

1. Booking Portal

*Do you have an online booking portal?*

1. *If yes, please give a brief overview of how it works.*

|  |
| --- |
|  |
|

1. *Is it Compatible with Microsoft SharePoint?*

|  |
| --- |
|  |
|

1. *Do you offer an integrated approval process for booking travel? If so, please elaborate.*

|  |
| --- |
|  |
|

1. *If no online booking portal is available, what do you offer instead?*

|  |
| --- |
|   |
|
|
|

1. Support Staff

Please provide details of key client personnel who will be allocated to this account

|  |
| --- |
|  |
|
|

1. Availability

*Please confirm you offer 24hour assistance, 7 days/week: Note: the travel agent company must meet the demands of a situation which may be fast-changing and hazardous. The requirements may include e.g. evacuation of staff and could arise at any time of the day or night.*

|  |
| --- |
|   |
|

1. Experience

Have you previous experience in providing services for INGOs/UN bodies? If so, please provide details.

|  |
| --- |
|   |
|

1. Response Time

*Please indicate average response time for quote requests and bookings?*

|  |  |  |
| --- | --- | --- |
| Please indicate response time | 0-1 hour  |   |
| 1-2 hours |   |
| 2-3 hours |   |
| >3 hours |   |

1. Number of Quotes

*To ensure competitive prices, GOAL will require three alternative quotations per quote request with full transparency of pricing.*

*Please confirm this is acceptable*

|  |
| --- |
|   |
|

1. Flight Selection

*Please provide criteria on how you shortlist flights*

|  |
| --- |
|   |
|
|
|

1. USAID Flights

*For USAID funded flights GOAL must comply with the Fly America Act. If notified in advance is it possible to document where a US flag carrier cannot be used? Please give details of the support you can provide on this?*

|  |
| --- |
|  |
|
|
|

1. Data Analytics

*Can you provide data analytics in respect of our flights and hotels booked on a quarterly basis (number of cancellations, ticket changes, out of office service provided, airlines used, CO2 emissions etc)?*

|  |
| --- |
|  |
|
|
|

1. Tracking

*Do you offer a real-time system to allow for localizing all GOAL staff who are travelling at any time? If so, please provide details.*

|  |
| --- |
|  |

*Is there an additional cost for this service? Please elaborate*

|  |
| --- |
|   |
|
|

1. Corporate Travel Benefits

*What corporate travel benefits do you offer e.g. lounge access, corporate air miles, frequent flyer scheme etc.?*

|  |
| --- |
|   |
|
|
|

1. Accommodation

*Do you offer hotel booking service?*

1. *If yes, how do you select your hotels including customer experience?*

|  |
| --- |
|   |
|
|
|

1. *What are your cancellation terms for hotel bookings?*

|  |
| --- |
|  |
|
|

1. GDPR Compliance

*Please provide details of your compliance to GDPR (May 2018) updated regulatory requirements*

|  |
| --- |
|  |
|
|

1. Additional Services

*Please describe (in no more than 200 words) any additional services you offer that demonstrates value for money*

|  |
| --- |
|   |
|
|
|

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 future tenders.

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

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

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

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

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

# Appendix 4: Financial Offer

Standard/fixed charges & pricing

1. *Please provide details of the following charges where applicable.*

 *If there is no standard charge and you just pass on the fixed charge levied by the airline please make that clear.*

|  |  |  |
| --- | --- | --- |
| **No.** | **Service Fees/Charges On Air Travel Tickets and Hotel fees** | **Unit** |
| **price in mwk**  |
| 1 | Booking fee for domestic/Local Air Travel | Fee |  |
| 2 | Booking fee for Regional/ Southern & Eastern Africa Air Travel | Fee |  |
| 3 | Booking fee for the rest of Africa Air Travel | Fee |  |
| 4 | Booking fee for International Air Travel | Fee |  |
| 5 | Refund fee | Fee |  |
| 6 | Ticket Validation  | Fee |  |
| 7 | Re-Issue of ticket  | Fee |  |
| 8 | Visa Fee | Fee |  |
| 9 | Change of Route fee | Fee |  |
| 10 | Change of Date/Time | Fee |  |
| 11 | Change of Name | Fee |  |
| 12 | Cancellation Fees | Fee |  |
| 13 | No show fee (if applicable) | Fee |  |
| 14 | Other (please specify) | Fee |  |
| 15 | Hotel booking fee | Fee |  |

**If converting costs from an alternative currency, please show Exchange rate used.**

1. *The Tenderers must confirm that the above charges are fixed for 12 months.*

*Is this acceptable?*

|  |  |
| --- | --- |
| Yes |  |
| No |  |

1. Flight Test Case Study

*Please provide quotations for the following economy flight options on the date below. The route should be optimal value for money (e.g. duration, route and price).*

*Prices to be based on one Adult with 1 piece of checked baggage.*

*Prices to be in MK*

*All Departures from Chileka International Airport and are for a* ***round trip***

**The booking date should be during the tender period eg. Any date between 11/October/2019 to 31/October/2019 inclusive and provide a screenshot of the booking price so that the date can be seen.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | Destination | State Airline, Route and Number of stopovers | Departure Date(If no flight is available on that day, insert the next available day *after* this date) | Charity rate MK | Negotiated rate MK | Expand on the terms of these tickets |
| 1 | Lilongwe |  | 29th November 2019  |  |  |  |
| 2 | Nairobi |  | 29th November 2019  |  |  |  |
| 3 | Kampala |  | 29th November 2019  |  |  |  |
| 4 | Dublin |  | 29th November 2019  |  |  |  |
| 5 | Addis Ababa  |  | 29th November 2019 |  |  |  |
| 6 | Johannesburg  |  | 29th November 2019 |  |  |  |

***\*For each of the four flights please provide a signed quote with attached screenshots showing issue date***

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 future tenders.

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

**Appendix 5 – GOAL Terms and Conditions**

**TERMS AND CONDITIONS FOR SUPPLY, SERVICE AND WORKS CONTRACTS**

I. LEGAL STATUS

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

II. SUB-CONTRACTING

In the event the Vendor requires the services of a sub-contractor, the Vendor shall obtain the prior written approval of GOAL for all sub-contractors. The Vendor shall be fully responsible for all work and services performed by its sub-contractors and vendors, and for all acts and omissions of such sub-contractors and vendors. The approval of GOAL of a sub-contractor shall not relieve the Vendor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

III. OBLIGATIONS

The Vendor shall neither seek nor accept instructions from any authority external to GOAL. Vendors 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 authorisation of the GOAL: nor shall Vendors at any time use such information to private advantage. These obligations do not lapse upon termination/expiration of their agreement with GOAL.

IV. ACCEPTANCE AND ACKNOWLEDGEMENT

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

V. WARRANTY

The Vendor warrants the goods furnished under this Contract to conform to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the Vendor provides to purchasers. Such guarantees shall apply to the goods subject to this Contract.

VI. INSPECTION

The duly accredited representatives of GOAL shall have the right to inspect the goods called for under this Contract at Vendor’s stores, during manufacture, in the ports or places of shipment, and the Vendor shall provide all facilitates for such inspection. GOAL may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of GOAL or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Vendor, such as warranty or specifications.

VII. EXPORT LICENCE

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

VIII. OFFICIALS NOT TO BENEFIT

The Vendor represents and warrants that no official of GOAL has been, or shall be, offered by the Vendor any direct or indirect benefit arising from this Contract or the award thereof. The Vendor agrees that breach of this provision is breach of an essential term of this Contract.

IX. FORCE MAJEURE

Force Majeure shall mean Acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of, either party and which neither party is able to overcome. As soon as possible after the occurrence of the Force Majeure, and within not more than fifteen (15) days, the Vendor shall give notice and full particulars in writing to GOAL of such Force Majeure. If the Vendor is thereby unable, wholly or in part to perform his obligations and meet his responsibilities under this Contract, GOAL shall then have the right to cancel the Contract by giving, in writing, seven (7) days’ notice of termination to the Vendor.

X. DEFAULT

In case of default by the Vendor, including, but not limited to, failure or refusal to make deliveries within the limit specified, GOAL may procure the goods or services from other sources, and hold the Vendor responsible for any excess cost occasioned thereby. Furthermore, GOAL may, by written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.

XI. REJECTION

In the case of goods or services purchased based on specifications or scope of works, GOAL shall have the right to reject the goods or services or any part thereof if they do not conform to specifications or the scope of works.

XII. BANKRUPTCY

Should the Vendor be adjudged bankrupt, or should the Vendor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Vendor’s insolvency, GOAL may under the terms of this Contract, terminate this Contract forthwith by giving the Vendor written notice of such termination.

XIII. AMENDMENTS

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

XIV. ASSIGNMENTS

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

XV.INDEMNIFICATION

The Vendor 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 Vendor 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, claims and liability in the nature of product liability claims.

GOAL will promptly notify the Vendor of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably co‑operate with the Vendor, at the Vendor’s expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of GOAL.

The Vendor 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 Vendor.

XVI. 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 Malawi law.

*No complaint or disagreement from the side of the contractor will be entertained unless it is expressly conveyed in writing for the attention of the Country Director or the Assistant Country Director – Systems (GOAL Malawi).*

XVII. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Unless authorized in writing by GOAL, the Vendor shall not advertise or otherwise make public the fact that he is a Vendor 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.

XVIII. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 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 Vendor’s outstanding invoices, if any. This remedy is without prejudice to any others that may be available to GOAL, including cancellation, for the Vendor’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 Vendor liable for any loss and/or damage resulted therefrom, nor shall it act as a modification of the vendor’s obligation to make future deliveries in accordance with the delivery schedule.

XIX. ANTI-PERSONNEL MINES

The Vendor 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 Vendor, at no cost to GOAL.

XX. ETHICAL PROCUREMENT

The Vendor represents and warrants that neither it, nor any of its vendors is engaged in any practice inconsistent with the following code of conduct for vendors: 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 breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Vendor, at no cost to GOAL.

XXI. INELIGIBILITY AND EXLUSION

Candidates that fall into any of the following categories are ineligible to participate in GOAL procurement processes: (a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; (b) They have been convicted of an offence concerning their professional conduct by a judgement that has the force of res judicata;

(c) They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify;

(d) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed; (e) They have been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity; (f) Following another procurement procedure or grant award procedure, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;

In addition, negotiation with potential vendors may be severed at any stage during a procurement process if it is found that they meet either of the following exclusion criteria: (a) Are subject to a conflict of interest; (b) Are guilty of misrepresentation in supplying the information required by GOAL as a condition of participation in the contract procedure, or fail to supply all of the information requested.

XXII. 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.

XXIII. INTELLECTUAL PROPERTY INFRINGEMENT

The Vendor 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 Vendor 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.

XXIV. TITLE RIGHTS

GOAL shall be entitled to all 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 Vendor. At the request of GOAL, the Vendor 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 Vendor. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Vendor, subject to normal wear and tear.

XXV. PACKING

The Vendor 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 Vendor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

XXVI. INSURANCE

The vendor 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 vendor shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The vendor shall further provide such health and medical insurance for its agents and employees, as the vendor may consider advisable.

XXVII. 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 for a total period of less than two months or fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the Contractor shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of GOAL. Additional costs incurred by GOAL resulting from the termination of the Contract by the Contractor may be withheld from any amount otherwise due to the Contractor from GOAL.

XXVIII. ASSIGNMENT OF PERSONNEL

The Contractor shall not assign any persons other than those accepted by GOAL for work performed under this Contract.

XXIX. 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, these Terms and Conditions 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.

XXX. WITHHOLDING TAX

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

XXXI. PAYMENT INSTRUCTIONS

GOAL’s normal terms are payment by cheque or bank transfer within thirty days of receipt of invoice and documentation in order.

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

**Name:**

**Signature:**

**Appendix 6 – GDPR (General Data Protection Regulation) Terms and Conditions**

1. ***DATA PROTECTION***

*Definitions*

*The following words and phrases used in this [Agreement] and the Schedules shall have the following meanings except where the context otherwise requires:*

|  |  |
| --- | --- |
| *“Data Controller”* | *the party who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed;* |
| *“Data Processor”* | *a person or entity who processes Personal Data on behalf of the Data Controller on the basis of a formal, written contract, but who is not an employee of the Data Controller;* |
| *“Data Subject”* | *an individual who is the subject of Personal Data, i.e. to whom the data relates either directly or indirectly;* |
| *“Data Protection Legislation”* | *all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in Ireland relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC);*  |
| *“Personal Data”*  | *any information relating to an identified or identifiable natural person that is processed by the Provider as a result of, or in connection with, the provision of the Services. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;* |
| *“Processing, processes and process”* | *either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording. organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties;* |
| *“SCC”* | *the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to data processors established in third countries (controller-to-processor transfers), as set out in the annex to Commission Decision 2010/87/EU; and* |
| *“Services”*  | *refers to the services to be carried out by the Data Processor under the terms of the Master Agreement.* |

 *The Parties acknowledge that for the purposes of Data Protection Legislation, in performing its obligations under this Agreement, the Supplier, to the extent that it processes Personal Data received from the Provider, is a "****Data Processor****" and the Provider is the "****Data Controller****"; as defined in the Data Protection Legislation.*

* 1. ***Data Controller Obligations***
1. *The Data Controller retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including for the processing instructions it gives to the Data Processor.*
2. *The Data Controller shall authorise the Data Processor to process the Personal Data in any manner that may reasonably be required in order to provide the Services and Annex A describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect thereof.*
	1. ***Data Processor Obligations***
3. *The Data Processor shall comply with the Data Protection Legislation when processing Personal Data.*
4. *The Data Processor shall act only on the written instructions of the Data Controller in relation to the processing of the Personal Data under this Agreement and shall promptly comply with any request or instruction from the Data Controller requiring the Data Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.*
5. *Without prejudice to other legal provisions concerning the Data Subject’s right to compensation and liability of the Parties generally, as well as legal provisions concerning fines and penalties, the Data Processor will carry full liability in the instance where it is found to have infringed Data Protection Legislation, by determining the purposes and means of processing.*

***1.2.1 Use and Processing of Data***

*The Data Processor shall:*

1. *only use such Personal Data for the purposes of performing its obligations under this Agreement;*
2. *only process the Personal Data to the extent, and in such a manner, as is necessary in order to deliver the Services under this Agreement and in accordance with the Data Controller’s written instructions from time to time. The Data Processor will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Data Processor must promptly notify the Data Controller if, in its opinion, the Data Controller's instruction or performance by the Data Processor of this Agreement would not comply with the Data Protection Legislation;*
3. *maintain the confidentiality of all Personal Data and shall not disclose Personal Data to any third party or allow any third party to use such data in any circumstances other than:*
4. *at the specific written request of the Data Controller;*
5. *where this Agreement specifically authorises the disclosure in order to deliver the Services;*
6. *in strict compliance with clause 1.2.6 of this Agreement; or*
7. *where such disclosure is required by law. If a law, court, regulator or supervisory authority requires the Data Processor to process or disclose Personal Data, the Data Processor must first inform the Data Controller of the legal or regulatory requirement and give the Data Controller an opportunity to object or challenge the requirement, unless the law prohibits such notice;*
8. *assist the Data Controller with undertaking an assessment of the impact of processing any Personal Data, and with any consultations with the Data Protection Commissioner or any other data protection or regulatory authority, if and to the extent an assessment or consultation is required to be carried under Data Protection Legislation; and*
9. *comply with any further written instructions with respect to processing by the Data Controller and any such further instructions shall be incorporated into Annex A*

***1.2.2 Access to Information***

*The Data Processor shall:*

1. *upon the request of a Data Subject, inform such Data Subject that it is a Data Processor and that the other Party is a Data Controller;*
2. *inform the Data Controller immediately in the event of:*
3. *the exercise by any Data Subject of any rights under Data Protection Legislation in relation to any Personal Data;*
4. *a request to rectify, block or erase any Personal Data;*
5. *a request, complaint or communication relating to either Party’s obligations under the Data Protection legislation;*
6. *receiving any request from the Data Protection Commissioner or any other data protection or regulatory authority in connection with the Personal Data processed under this Agreement;*
7. *receiving any request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.*
8. *co-operate with the Data Controller and provide assistance to deal with all requests and communications from Data Subjects and the Data Protection Commissioner or any other data protection or regulatory authority;*
9. *co-operate with and provide such information and access to any facilities, premises or equipment from or on which Personal Data is, has been, or is to be processed pursuant to this Agreement as the Data Controller may reasonably require to enable it to monitor compliance by the Data Processor with the obligations in this clause 1.2 of the Agreement;*
10. *maintain, and make available upon request by the Data Controller, acting reasonably, and/or the Data Protection Commissioner or any other competent data protection or privacy authority, a central register, in the form set out in Annex A below, which describes the processing for which the Data Processor is responsible and shall include:*
11. *the nature, duration and purpose(s) for which such Personal Data is processed;*
12. *a description of such Personal Data that it processes (including the categories of personal data and data subjects’ types);*
13. *any recipients of such Personal Data; and*
14. *the location(s) of any overseas processing of such Personal Data;*

***1.2.3 Disclosure and Data Sharing***

*The Data Processor (or any subcontractor) shall:*

1. *only disclose such Personal Data to, or allow access by, its employees, agents and delegates who have had appropriate training in data protection matters and whose use of such Personal Data is strictly necessary for the performance of the Services;*
2. *ensure all such employees, agents and delegates of the Data Processor who can/or do access such Personal Data are informed of its confidential nature and are bound by confidentiality obligations and use restrictions in respect of the Personal Data, including but not limited to a restriction on copying, publishing, disclosing or divulging such Personal Data to any third party without the prior written consent of the Data Controller;*
3. *not divulge such Personal Data whether directly or indirectly to any person or firm without the prior written consent of the Data Controller except, subject to clause 1.2.6 of the Agreement, to those of its employees, agents and delegates who are engaged in the processing of the Personal Data or except as may be required by any applicable laws or any court to which the data processor or its Affiliates are subject; and*
4. *not transfer or otherwise process any Personal Data to a third party outside the European Economic Area (EEA) except with the express prior written consent of the Data Controller.*
5. *Where such consent is granted, the Data Processor may only process, or permit the processing, of Personal Data outside the EEA under the following conditions:*
6. *the Data Processor is processing Personal Data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals. The Data Processor must identify in Annex A the territory that is subject to such an adequacy finding; or*
7. *the Data Processor participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Data Processor (and, where appropriate, the Data Controller) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of Data Subjects as required by Article 46 of the General Data Protection Regulation ((EU) 2016/679). The Data Processor must identify in Annex A the transfer mechanism that enables the Parties to comply with these cross-border data transfer provisions and the Data Processor must immediately inform the Data Controller of any change to that status; or*
8. *the transfer otherwise complies with the Data Protection Legislation for the reasons set out in Annex A.*
9. *If any Personal Data transfer between the Data Controller and the Data Processor requires execution of SCC in order to comply with the Data Protection Legislation (where the Data Controller is the entity exporting Personal Data to the Data Processor outside the EEA), the Parties will complete all relevant details in, and execute, the SCC, and take all other actions required to legitimise the transfer.*
10. *If the Data Controller consents to appointment by the Data Processor located within the EEA of a subcontractor located outside the EEA in compliance with the provisions of this Clause 1.2.3, then the Data Processor must identify valid cross-border transfer mechanism which may include the entry into of a SCC with such subcontractor, which shall be put in place prior to any such transfers.*

***1.2.4 Security Systems***

*The Data Processor shall:*

1. *at all times during the term of this Agreement, implement appropriate technical and organisational measures to protect such Personal Data held or processed by it against unauthorised or unlawful processing and against accidental and unlawful loss, destruction, alteration, disclosure or damage.*
2. *promptly upon becoming aware of the above, notify the Data Controller of any actual or suspected incident of unauthorised or unlawful processing or accidental loss, destruction or damage to Personal Data and provide all co-operation and information reasonably required by the Data Controller in relation to the incident; including corrective action unless such action is contrary to the law.*

***1.2.5 Data Retention and Disposal***

*The Data Processor shall:*

1. *promptly upon termination or expiry of this Agreement and, at any other time, on request by the Data Controller, return to the Data Controller or delete all Personal Data, including that of employees of the Data Controller, together with all copies thereof in any media in its power, possession or control, except to the extent the Data Processor is required to retain a copy of such Personal Data to comply with Data Protection Legislation.*
2. *promptly upon becoming aware of the same and without undue delay, notify the Data Controller of any actual or suspected incident of accidental, unauthorised, or unlawful destruction or disclosure of or access to Personal Data, including where Personal Data is lost or destroyed, becomes damaged, corrupted or unusable and shall provide all co-operation and information reasonably required by the Data Controller in relation to the incident; including:*
3. *description of the nature of such incident, including the categories and approximate number of both Data Subjects and Personal Data records concerned;*
4. *the likely consequences; and*
5. *description of the measures taken and corrective action, or proposed to be taken to address such incident, including measures to mitigate its possible adverse effects, unless such action or measures are contrary to the law. The Data Processor shall provide such corrective action and measures at its own expense.*
6. *immediately following any accidental, unauthorised, or unlawful incident, the Parties will co-ordinate with each other to investigate the matter. The Data Processor will co-operate with the Data Controller in the Data Controller's handling of the matter, including:*
7. *assisting with any investigation;*
8. *providing the Data Controller with physical access to any facilities and operations affected;*
9. *facilitating interviews with the Data Processor's employees, former employees and others involved in the matter;*
10. *making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Data Controller; and*
11. *taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from such incident or unlawful Personal Data processing.*
12. *The Data Processor will not inform any third party of any such incident without first obtaining the Data Controller's prior written consent, except when required to do so by law.*
13. *The Data Processor agrees that the Data Controller has the sole right to determine:*
14. *whether to provide notice of such incident to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Data Controller's discretion, including the contents and delivery method of the notice; and*
15. *whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.*
16. *The Data Processor will cover all reasonable expenses associated with the performance of the obligations under clause 1.2.5 of this Agreement unless the matter arose from the Data Controller's negligence, wilful default or breach of this Agreement.*
17. *The Data Processor will also reimburse the Data Controller for actual reasonable expenses that the Data Controller incurs when responding to such incident to the extent that the Data Processor caused such incident, including all costs of notice and any remedy*

***1.2.6 Third Parties***

*The Data Processor shall:*

1. *not engage any sub-contractor to assist it in the fulfilment of its obligations under the Agreement without the prior written consent of the Data Controller and unless there is a written contract in place between the Data Processor and the sub-contractor which requires the sub-contractor to:*
2. *only carry out processing as may be necessary from time to time for the purposes of its engagement by the Data Processor in connection with the Agreement;*
3. *comply with obligations equivalent to those imposed on the Data Processor in this Clause 1.2 of the Agreement;*
4. *notify the Data Controller of any changes to the sub-contractor or the written contract;*
5. *ensure that, in the event of delegation to an affiliate or other delegate, or the appointment of an agent, such affiliate, delegate or agent shall comply with obligations equivalent to those imposed on the Data Processor in this Clause 1.2 of the Agreement; and*
6. *remain fully liable for all acts or omissions of any sub-contractor and/or affiliate.*

***1.2.7 Right of Audit***

*The Data Processor shall:*

1. *without unreasonable delay, provide a copy of all data and data-related activity logs maintained by the Data Processor and other related information to the Data Controller upon receipt of a written request by the Data Controller or a request in the course of an audit or inspection. Such data shall be provided in the format and on media as reasonably specified by the Data Controller; and*
2. *agree that where a sub-contractor has been engaged by the Data processor, the Data Controller may, upon giving reasonable notice and within normal business hours, carry out similar compliance and information security audits and checks of the sub-contractor to ensure adherence to the terms of this Agreement, in the manner as set out in clause 1.2.2 of this Agreement.*

*\*\*\*\*\*\*\*\*\**

*ANNEX A*

*PROCESSING ACTIVITY LOG\**

|  |  |
| --- | --- |
| *DESCRIPTION* | *DETAILS* |
| *Name and contact details of:**(i) the Data Processor or Data Processors;* *(ii) of each Data Controller on behalf of which the processor is acting; and (iii) where applicable,* the data protection officer |  |
| *Categories of processing carried out on behalf of each Data Controller* | [This should be a high-level description of what the processing is about i.e. its subject matter] |
| Where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation | [Clearly set out the nature of any applicable overseas transfers of personal data] |
| Where applicable*, transfer of Personal Data outsider the EEA*  | *[Identify the territory that is subject to such an adequacy finding; or the cross-border transfer mechanism being relied upon.]* |
| Where possible, a general description of the technical and organisational security measures | [High level description – there is no requirement to divulge specific detail with regard to security arrangements] |

To be maintained by the Data Processor and revised accordingly.

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

**Name:**

**Signature:**