

**Invitation to Tender**

**For the procurement** **Plastic water jerrycans with capacity of 20 Litres, Weight ≥ 1 kg** **as per Appendix 3 specifications**

**PR REFERENCE:** **ORO-E-003302**

|  |
| --- |
| **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**](mailto: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 working in Ethiopia since 1984, implementing a range of multi-sectoral development and humanitarian programmes responding to sudden-onset and protracted crises. GOAL works with the most vulnerable groups – primarily children under five, pregnant and lactating women, street-connected children and youth, refugees, internally displaced people, and drought-affected pastoralist, agro-pastoralists and smallholder farmers. We are currently operational in more than 40 Woredas across seven Regions of the Ethiopia. GOAL works closely with communities and local government to prepare for and respond to crises and build resilience for longer-term sustainable impacts. GOAL Ethiopia's major funders are USAID/ OFDA, ECHO, BPRM, Irish Aid, UNOCHA, and other UN Agencies.

Since 2017, GOAL has been one of the primary humanitarian agencies responding to the displacement crises in Ethiopia, operating a large-scale multi-sectoral response across more than 11 Zones in Oromiya, Somali, SNNP, Benishangul-Gumuz and Amhara. Interventions include: the treatment of acute malnutrition, mobile health activities, ensuring access to sanitation and water supply facilities, distribution of cash, shelter and non-food items, and psychosocial support.

# Proposed Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date** |
| 1 | ITT published | March 12, 2020 |
| 2 | Closing date for clarifications | 26th March 2020 at 04:00PM GMT+3 East African Time |
| 3 | Closing date and time for receipt of Tenders | 01st April 2020 at 04:00PM GMT+3 East African Time |
| 4 | Tender Opening Date and time | 2nd April 2020 at 09:00 A GMT +3 East African Time |
| 5 | Tender Opening Location | Addis Ababa, GOAL Ethiopia Office |

# Overview of requirements

GOAL invites prospective suppliers to submit their offer for the Supply of **Plastic water jerrycans with capacity of 20 Litres, Weight ≥ 1 kg as per Appendix 3** **specifications** - partially or fullyto GOAL Ethiopia Head Office in Addis Ababa.

GOAL requires your company to provide accurate and true information in both your quote and any other information provided verbally or through email throughout the process of Tender document submissions and tender clarifications. All information provided to GOAL as part of this tender process should be accurate, should any false information be provided on behalf your company this will lead to exclusion from the Bid process.

# Terms of the Procurement

## Procurement Process

### This competition is being conducted under GOALs Tender Procedure.

### The Contracting Authority for this procurement is GOAL.

### This procurement is funded by 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 tender. 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@goal.ie](mailto:clarifications@goal.ie) with the reference **ORO-E-003302 Plastic water jerrycans with capacity of 20 Litres, Weight ≥ 1 kg** 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

### Quotations must be completed in English and **on GOAL template only.**

### 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 in Ethiopian Birr (ETB). 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 17 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 tender

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](mailto:hqtenders@goal.ie) and in the subject field state:
   1. **ORO-E-003302 Plastic water jerrycans with capacity of 20 Litres, Weight ≥ 1 kg**
   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.**

* If electronic bid submission is not possible please submit in a sealed envelope marked **ORO-E-003302 Plastic water jerrycans with capacity of 20 Litres, Weight ≥ 1 kg** with the words ‘*not to be opened before the deadline 1st*  **April 2020 at 04:00PM GMT+3** East African Time *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 at **GOAL Ethiopia, Yeka Sub City, Woreda 9, H. No. 508, Next compound to Kotebe Health Centre, P. O. Box 5504, Addis Ababa, Ethiopia**.  The Bidder shall prepare two copies of the Bid, clearly marking each “**Original Bid**” and “**Copy of Bid**” as appropriate. In the event of any discrepancy between them, the original shall govern. 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 as per Section 2 Proposed Timelines above at the following location:

**GOAL Ethiopia,   
Yeka Sub City, Woreda 9, H. No. 508  
Next compound to Kotebe Health Center  
P. O. Box 5504, TEL. 011-6-47-81-16/17, FAX 011-6-478118,  
Addis Ababa, Ethiopia.**

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@goal.ie](mailto:tenders@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 will 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 the period of validity of their proposal is not less than 90 (ninety) days. |
| 2 | **Essential Criteria** **(Mandatory**  **Requirements)** | 1. **Valid & renewed trade licence** 2. **Meet required specification** 3. **Sample should be submitted with offer** 4. **Delivery time from the time of order to the Delivery to GOAL Kality Warehouse, should not be more than 25 calendar days**   **N.B. if a bidder fails to meet these criteria then they will be excluded from process.**  **All items should be delivered to GOAL Ethiopia, Kality Warehouse as per essential criteria 4.**   * **If supplier is outside of Ethiopia the supplier: -** * **should make sure that all taxes that are relevant to deliver to Addis, Ababa, Ethiopia are factored in the offer.** * **The delivery terms should be Delivery Duty Paid, GOAL Addis Ababa.** |
| *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* | | |
| **3** | **Legal, Economic & Financial Criteria** | 1. In-depth review of financial accounts submitted; tenderer is judged to have requisite financial stability. |
| *Each proposal that conforms to the Essential Criteria will be evaluated according to the Award Criteria given below by GOAL.* | | |
| **4** | **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. **Offered Price (Price should be valid for ninety calendar days)** 2. **Delivery time (time between placement of an order and Delivery to GOAL Ethiopia, Kality Warehouse).** 3. **Quality (based on sample provided by suppliers)**   N.B: ALL OFFERS FOR THE ITEMS LISTED IN APPENDIX 3 MUST STATE THE NUMBER OF DELIVERY CALENDAR DAYS THAT THE SUPPLIES WILL BE DELIVERED TO GOAL WAREHOUSE IN Kality |
| **4a** | **Price offered** | **80% (Price should be valid for ninety calendar days)**  **least price/offered price x 80%** |
| **4b** | **Delivery time** | **10% (time between placement of an order and Delivery to GOAL Ethiopia, Kality Warehouse).** |
| **4c** | **Quality** | **10% (based on sample provided by suppliers)** |
| **5** | **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, Procurement and Programmes as well as 3rd Party technical input if applicable.

During the evaluation period clarifications may be sought in writing 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

|  |  |  |
| --- | --- | --- |
| **No** | **Award criteria** | **Weighting (maximum points)** |
| 1. | Price | 80 |
| 2. | Lead Time | 10 |
| 3. | Quality | 10 |
|  | **Total number of points** | **100** |

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

**5.3.1 Financial Criteria**

All prices must be in Ethiopian Birr (ETB) and a comprehensive and clear breakdown of prices must be shown as part of the financial offer. Prices offered will be evaluated on full cost basis (including all fees and taxes) and analysis will be based on a 12-month premium cost for provided number of staff numbers.

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

**Scorevendor = 80 x (pricemin / pricevendor)**

## 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 5.3, the contract may be awarded to one supplier or divided between multiple suppliers 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 document, each Tenderer is required to accept the terms and conditions of this tender 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 tender specifications with a reference to further supporting material, this reference must be clearly identified, including section and page number.

## Submission Checklist

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Line** | **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) | 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 ‘Bid Submission Form’ | Complete, sign, stamp and submit. |  |
| 4 | Financial Offer (Appendix 3) | Complete, sign & stamp, scan and save as ‘Financial Offer’ | Complete, sign, stamp and submit. |  |
| 5 | GOAL Terms and Conditions | Sign, scan and save as ‘GOAL Terms and Conditions’ | Sign, stamp and submit. |  |
| 6 | Copies of the last financial years’ AUDITED financial accounts, including details of profit and loss and cash flow. These must be audited by an external independent party (either a company or an Independent Accountant)8 | Attach copies of audited accounts and save as ‘Financial Accounts’ | Submit copies of audited accounts. |  |
| 7 | Valid and Renewed Trade Licence | Scan and Save as ‘Trade Licence’ | Submit copy of Trade Licence |  |

# 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 |  | | |
| **Owners Nationality** |  | | |
| 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 | o Company  o Partnership | | o Joint Venture  o 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** | O Yes o 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 Ethiopian Birr** | **Overall Turnover Ethiopian Birr** |
| **2019** |  |  |
| **2018** |  |  |
| **2017** |  |  |
| 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 |  |

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** |
| **2019** |  |  |
| **2018** |  |  |
| **2017** |  |  |
| 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

### 2.1. BID SUBMISSION FORM

To: GOAL Ethiopia

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply some or all of the following **Plastic water jerrycans with capacity of 20 Litres, Weight ≥ 1 kg as per Appendix 3 specifications** andalso meets your requirement as offered on the financial part of our proposal**.** 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 service 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 . . . . . [*year*].

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

Signature [*in the capacity of*]

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

**Appendix 3 – Financial Offer**

**To be completed by Supplier**

**Name of Supplier Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Office Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mobile Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Description of requirements – Plastic water jerrycans with capacity of 20 Litres, Weight ≥ 1 kg- ORO-E-003302**

* All prices should be in Ethiopian Birr
* Price offered should be valid for a period of three months (90 calendar Days).
* Price should be best and final offer and include all taxes.
* Please indicate separately if your specification is different from the one indicated on the table below.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | **Item description** | **Quantity of requirement**  **In Pcs** | **Quantity offered if different from GOAL’s requirement –**  **(if Quantity isn’t different from GOAL please leave blank)** | **Specification from supplier if different from GOAL’S REQURIEMENT**  **(if specification isn’t different from GOAL please leave blank)** | **Sample sent to GOAL** | **Supplier Delivery time from time of order to the time the item will be delivered to GOAL Ethiopia, Kality Warehouse.** | **Unit Price in Birr**  **(including all taxes)** | **Total Price in Birr**  **(including all taxes)** |
| 1 | Plastic water jerrycans with capacity of 20 Liters, Weight ≥ 1 kg. The jerrycans shall be manufactured from high density polyethylene (HDPE), Semi collapsible. Should have internal and external Lid for the cover and colors must be either white, yellow, blue or green | 9,242 |  |  |  |  |  |  |
| Grand Total | | | | | | | |  |

**Prepared by: Date:**

**Signature:**

**STAMP OF SUPPLIER:**

# Appendix 4 - GOAL terms and conditions

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

1. 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 authorization 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 or the donor 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 the donor 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

For the purposes of this Contract, force majeure means any act of God, act of war, civil disturbance, explosion, fire, any law or action taken by a government or public authority or other exceptional event which is unforeseeable in the circumstances, which cannot be overcome and which prevents, hinders or delays either party from performing any of its obligations under this Contract. As soon as possible and in any event within five (5) working days after the occurrence of a force majeure event, the affected party shall give notice and full particulars to the other party in writing. The affected party shall not be in breach of this Contract nor liable for delay in performing its obligations under this Contract if and to the extent that such delay is directly caused by the force majeure event provided that such party uses best endeavours to limit the effect of the force majeure event on the performance of its obligations. If such a period of delay or non-performance by the Vendor continues for ten (10) working days, GOAL may terminate this agreement by giving five (5) days' written notice 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. 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.

XIII. 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.

XIV.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, defense 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.

XV. 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 or Ethiopian law in cases when the Vendor is Ethiopian.

XVI. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Unless authorised 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.

XVII. 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 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.

XVIII. ANTI-BRIBERY/CORRUPTION

The Vendor 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 the United States Foreign Corrupt Practices Act 1977 (“Relevant Requirements”).

The Vendor 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 Vendor in association with the execution of this contract. If the Vendor is approached by a GOAL member of staff for a payment, commission, ‘kickback’ or associated payment or any other advantage of any kind, 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 Vendor to a GOAL member of staff to the GOAL Country Director shall result in the immediate termination of any contract and may result in disqualification of the Vendor from participation in future contracts with GOAL.

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 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 Vendor, at no cost to GOAL.

XXI. VENDOR INELIGIBILITY

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;

XXII. VENDOR EXCLUSION

Negotiation with vendors or 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

The Vendor shall have in force and maintain in force during the term of this Contract adequate public liability insurance, product liability insurance and other insurance policies required in connection with its business and in respect of the products and/or services supplied by the Vendor.

XXVIII. TERMINATION OF CONTRACT

Termination without default: Either party may terminate this Contract by giving notice in writing to the other party in accordance with this clause XXVIII. The required period of notice shall be five (5) working days in the case of contracts for a total period of less than two months or fifteen (15) working days in the case of contracts for a longer period. In addition, GOAL may terminate this Contract with immediate effect by giving notice in writing to the Vendor if there is a discontinuation or termination (in whole or in part) of donor funding related to this Contract. In the event of the Contract being terminated in accordance with this sub-clause, the Vendor 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 Vendor may be withheld from any amount otherwise due to the Vendor from GOAL.

Termination with default: Without prejudice to GOAL’s right to terminate this Contract with immediate effect provided for elsewhere in this Contract, GOAL may terminate this Contract with immediate effect without compensation by giving notice in writing to the Vendor where the Vendor: (i) commits a material breach of this Contract which cannot be remedied or has not been remedied within a period of seven (7) days after being notified in writing by GOAL; (ii) ceases to carry on the whole or a substantial part of its business, becomes unable to pay its debts as they fall due, becomes insolvent, enters into any compromise or arrangement with its creditors (other than in the context of solvent reconstruction or amalgamation), is the subject of a resolution to wind up or winding up proceedings, has an administrator, examiner or receiver appointed in respect of some or all of its assets, or being an individual, is the subject of a bankruptcy petition, or any event occurs, or proceeding are taken, with respect to the Vendor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the foregoing; (iii) commits an offence under anti-terrorism, anti-bribery/corruption or anti-money laundering legislation in any jurisdiction or is involved in organised crime or illegal activity; or (v) undergoes a change of control. GOAL’s termination of this Contract for default whether under this or another provision of this Contract shall be without prejudice to GOAL’s other rights, including but not limited to the right to claim for costs and losses incurred.

XXIX. ASSIGNMENT OF PERSONNEL

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

XXX. 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.

XXXI. 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).

1. ACCESS TO DOCUMENTATION

GOAL, its donors or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the vendor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions

XXXII. Data Protection

Any contract(s) awarded from this procurement procedure are likely to be subject to the EU General Data processing Regulation (GDPR). Winning service provider(s) will be considered Data Processors, and GOAL will be the Data Controller. Any such contract(s) will contain appropriate instructions and clauses, and the Data Processor will be required to provide information on their Data Protection & Security procedures. GOAL reserves the right to rescind the award of contract should the Data Protection & Security procedures be considered (in GOAL’s sole opinion) inadequate, or if GOAL and the service provider cannot agree to minimum GDPR compliant contract terms where applicable.

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

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**STAMP OF SUPPLIER:**