

**Request for Quotation (RFQ) for Formative Study on Maternal and Child Nutrition and Hygiene in Pastoral Areas of Ethiopia**

**PR. BOR- RN-003447**

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# 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 30 Woredas across seven Regions of 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 Oromia, 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.

# Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date, year, time, and time-zone** |
| 1 | Date of RFQ issue  | September 23rd 2020 |
| 2 | Closing date for clarifications | October 20th, 2020 4:00 PM GMT +3 East African Time |
| 3 | Closing date and time for receipt of Offers | October 23rd, 2020 2:00 PM GMT +3 East African Time |
| 4 | Quotation/Bid Opening Location | Addis Ababa, GOAL Ethiopia Office |
| 5 | Quotation/Bid Opening Date and time  | October 26th, 2020 09:00 AM GMT +3 East African Time |

# Service Requirement

GOAL is seeking a qualified consultant to conduct Formative Study on Maternal and Child Nutrition and Hygiene in Pastoral Areas of Ethiopia and develop SBCC strategy.

For more details and responsibilities please refer to Appendix 5 - Terms of Reference (ToR) document (Annex 1- Technical Offer & Appendix 2-Financial Offer.

# Terms of bidding

GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate for the service of Formative Study on Maternal and Child Nutrition and Hygiene in Pastoral Areas of Ethiopia.

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

### Any queries about this RFQ should be addressed in writing to GOAL via email on clarifications@goal.ie until the **20th of October 2020**. Please include the reference number **BOR- RN-003447** and words “clarification required” in the subject line

# 5 Conditions of Quotation Submission

### Quotations must be completed in English.

### Quotations must be submitted in USD/ETB (for Ethiopian service provider) currency.

### Bidders must respond to all requirements set out in this RFQ and complete their offer in the format requested in Appendix 1-Technical Offer and Appendix 2-Financial Offer.

### In the event of a contract being awarded to a bidder that has knowingly withheld relevant information or otherwise misled GOAL in the evaluation process in any way, then that contract will be rendered null and void

### Any conflicts of interest involving a Bidder 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 Bidder.

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

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

### Unsuccessful bidders will be notified.

### GOAL’s standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order. Final payment terms will be discussed at the contract stage.

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

### GOAL and all contracted suppliers, and their subcontractors, associates or partners must act in all its procurement and other activities in full compliance with donor requirements and the highest ethical standards.

# 6 Submission of Quotations

Quotes must be delivered in one of the following ways:

1. Hand delivered to:

GOAL Ethiopia, Procurement team, Head Office, Addis Ababa, Yeka Sub City, Woreda 9, House No. 508, Next Compound to Kotebe Health Centre, PO Box 5504, Tell 011-647-8116/17, hours of business 8:00AM up to 4:30 Pm working days.

The quotation envelope must be labelled with your company name and the reference “**Quotation for** **Formative Study on Maternal and Child Nutrition and Hygiene in Pastoral Areas of Ethiopia *PR.* BOR- RN-003447**”

2. Email to tender@et.goal.ie and in the subject field state:

1. **BOR- RN-003447 Formative Study on Maternal and Child Nutrition and Hygiene in Pastoral Areas of Ethiopia**
2. **Name of your company with the title of the attachment**
3. **Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.**

(Proof of sending does not equal proof of receipt. GOAL is not responsible for any technical faults that may prevent reception of your email.)

**Important:** Offers transmitted in any other manner or offers received after the deadline date and time will not be considered.

All responses will be opened by the GOAL Procurement Committee and all Bidders will be notified of the results.

# 7 SUBMISSION CHECKLISTS

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Tick attached**  |
| 1 | This document filled in and signed (Section 9) |  |
| 2 | Appendix 1 Technical Offer filled and signed  |  |
| 3 | Appendix 2 Financial Offer filled and signed |  |
| 4 | Appendix 3 Standard GOAL Terms and Conditions signed |  |
| 5 | Appendix 4 GDPR Terms and Conditions signed |  |
| 6 | Appendix 5 Terms of Reference (TOR) |  |
| 7 | Availability to commence consultancy between November 2020 and January 2021 |  |
| 8 | Technical proposal including detailed tasks, recommended methodology summary and your relevant experience, how you meet the profile required and details of time required (maximum 8 pages) |  |
| 9 | Provide at least 3 assessment/research activities in similar field |  |
| 10 | CVs of key personnel involved in undertaking the evaluation |  |
| 11 | Relevant and Valid licenses |  |

# 8 ELIGIBILITY, Qualification and Evaluation Process & Award Criteria

The first phase of evaluation of the responses will determine whether the bidder meets the preliminary eligibility criteria. These are:

### **Administrative instructions:**

* Bid submission by the deadline as mentioned in section 2 of this RFQ.
* Submission of all supporting documents as outlined above in section 7.
* All costs must be quoted in USD/ETB.

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

**Essential Criteria**

* Availability to commence consultancy between November 2020 and January 2021
* Technical proposal including detailed tasks, recommended methodology summary and your relevant experience, how you meet the profile required and details of time required (maximum 8 pages)
* Provide at least 3 assessment/research activities and SBCC strategy development experience in similar field.
* CVs of key personnel involved in undertaking the evaluation
* Relevant and Valid licenses

**N.B.** Please note that currently GE withholding 15% VAT and 15% Withholding tax of the service fee from international bidders.

Each proposal that conforms to both of the above stages will then be evaluated according to the following Award Criteria. Any bids that do not conform to both above stages will be rejected at this stage.

**Award Criteria**

Bidders will be awarded marks under each of the award criteria listed in this section to determine the most technically & economically advantageous tenders. Bidders should provide their best and final offer.

|  |  |  |
| --- | --- | --- |
|  | **Award Criteria** | **Marks** |
| 1. | Capacity to conduct formative study and SBCC strategy, experience of conducting same activity.  | **25** |
| 2 | Proposed Methodology | **15** |
| 3 | Number of days proposed to fulfil the TOR, see section 8, proposed study timeline | **25** |
| 4 | Daily rate  | **35** |
|  | Total Marks Available | **100** |

Marks for price will be awarded on the inverse proportion principle: Scorevendor = 35 x (pricemin / pricevendor)

# 9 Company information – these sections MUST be completed

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

|  |
| --- |
| Please include at least 2 (two) references who may be contacted on a confidential basis to verify satisfactory execution of contracts: |
| Reference 1 |
| Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |
| Reference 2 |
| Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Fax |  |
| Email |  |
| Nature of supply |  |
| Approximate value of contract |  |

|  |
| --- |
| By submitting an offer under this request for quotation **BOR- RN-003447**, the bidder hereby asserts that the following statements are correct at the time of submission; and further undertakes to inform GOAL of any changes in status of these matters.  |
| The bidder is not bankrupt or is being wound up, neither are its affairs are being administered by the court nor has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulation.The bidder is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.Neither the bidder, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata nor been guilty of grave professional misconduct in the course of their business.The bidder has fulfilled all its obligations relating to the payment of taxes or social security contributions in Ireland or any other state or country in which the tenderer is located or doing business. Neither the bidder, a Director or Partner has been found guilty of: fraud, money laundering, corruption; convicted of being a member of a criminal organisation; nor of serious misrepresentation in providing information to a public buying agencyThe bidder has not contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.That all data subjects have specifically consented to the use and storage of their data by GOAL for the purpose of analysing the offers and awarding a contract under this tender; and further understood 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. |

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

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

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

# Appendix 1: Technical Offer

Standard Consultancy Information Request

Consultancy for Formative Study under PR\_BOR- RN-003447

Timeframe to accomplish the work: 20 November 2020 to 26 January 2021

Please complete the following Table:

|  |  |  |
| --- | --- | --- |
| TECHNICAL PROPOSAL 65 MARKS |  |  |
| Task |  |  |
| 1. ***Capacity to conduct formative study and SBCC strategy, experience of conducting same activity.***
 |  |  |
| 1. ***Proposed Methodology***
 |  |  |
|  | **GOAL proposed number of working days\*** | **Consultant proposed number of working days** |
| 1. ***a. Conducting the formative study***
 |  |
| Literature review and development of primary data collection tool | 10 days  |  |
| Training for interviewers and supervisors | 3 day |  |
| Community assessment | 7 days |  |
| Data collection | 12 days |  |
| Coding, data entry, and analysis |  7 days |  |
| Complementary study | 3 days  |  |
| Complete a final narrative report and slide deck | 5 days |  |
| Facilitate validation workshop  | 1. days
 |  |
| ***III. b. Developing SBCC strategy*** |  |
| Develop an SBCC Strategy  | 10 days |  |
| Write Communication Plan  | 5 days |  |
| Facilitate validation workshop for the SBCC strategy | 2 day |  |
| **Total** | **66 days** |  |

***“By submitting this offer, I confirm that all data subjects have specifically consented to the use and storage of their data by GOAL for the purpose of analysing the offers and awarding a contract under this quotation request; and further understood 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.”***

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

# Appendix 2: Financial Offer (35 Marks)

TO BE COMPLETED BY CONSULTANT

NAME OF SUPPLIER COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OFFICE TELEPHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MOBILE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED &STAMPED**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PRICING:**

Prices must be expressed in USD/ETB

Each offered price will be converted to the same currency using GOAL Ethiopia fixed exchange rate for the sake of comparison, but the final award rate will be based on the bidder’s offered currency.

|  |
| --- |
| Important Notice: The costs per Activity should include time for Reporting as per ToR document. Bidders suggested to provide a well detailed Service Description and cost. PRICE **SCHEDULE** |
| **PRICE 35 MARKS** |
|  | **Service Description** | **Cost per line** **USD/ETB)** |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |
| 6. |  |  |
| 7. |  |  |
| 8. |  |  |
| 9. |  |  |
| 10 |  |  |
| 11 |  |  |
| 12 |  |  |
|  | **TOTAL COST Excl VA**T |  |
|  | **VAT Rate @** |  |
|  | **SUM Total** |  |

**Declaration**

“By submitting this offer, I confirm that all data subjects have specifically consented to the use and storage of their data by GOAL for the purpose of analysing the offers and awarding a contract under this quotation request; and further understood 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.”

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

#

# Appendix 3 - GOAL terms and conditions

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 to 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 does Contract if and to the extent that such delay is directly caused by the force majeure event provided that such party uses best endeavour 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, 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.

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 Ethiopian law.

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. 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

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

# Appendix 4 – 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:*

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| --- | --- |
| *“Data Controller”* | *the party who (either alone or jointly or in common with other persons) determines the purposes for which and the way 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.*

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