

**Expression of Interest (EoI)**

**PAYMENT SERVICE PROVIDERS (PSPs) FOR CASH TRANSFER/DISBURSMENTS PROJECTS**

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

# About GOAL

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 [www.goalglobal.org](http://www.goalglobal.org).

**About the Programme and what we are looking for**

GOAL has confirmed the availability of funding to potentially engage a service provider to provide cash transfer services (USD) to its beneficiaries in different Local Government Authorities (LGAs)/ towns in Zimbabwe. The first date of this distribution for a certain percentage of Households is planned for July 1st, 2021.

As per section 2 of this EOI, GOAL is gathering information on what products, services and best modalities of cash transfer are currently available in the market and is determining the scope of requirements. However, there are some core requirements that GOAL has at this point which it is important to make clear:

1. **a.** Deliver cash payments to approximately 30,000 project beneficiaries and/or volunteers as per the list provided by GOAL Zimbabwe under its various projects for specific payment cycles based on project transfer cycles through direct cash payment modalities. The contracted Payment Service Provider (PSP) will be responsible for ensuring that beneficiaries assess their cash transfer benefits at ward, district, Provincial and National levels within an acceptable delivery points and timelines for the GOAL Zimbabwe cash transfer projects.
2. **b.** Properly account for the transfers delivered in accordance with the GOAL ZIMBABWE instructions, amounts and list of beneficiaries, and make the reconciliation of delivered benefit amounts to actual payments made at the end of each payment cycle.
3. **c.** Provide other services within the existing agreement if requested and agreed upon.

# about this eoi

GOAL is issuing an Expression of Interest (EOI) to the market so as to achieve the following objectives:

1. Commence a dialogue with interested service providers regarding the particular programmatic challenges that exist and how they might be best met.
2. To better understand the available best options, complexities, risks, intrinsic in this required service and how the prospective vendors plan to effectively operationalise and mitigate identified risks.
3. To refine our scope before potentially re-engaging the market via a Tender/RFQ process to source a provider and agree commercial terms.
4. To complete initial financial and other due diligence checks required by humanitarian organisations such as GOAL.

In order to make submissions as easy as possible for suppliers and for evaluation by GOAL, GOAL has prepared forms which are included as Appendices 1-4.

The expected timeline for the EOI is summarised in Table 1 below:

**Table 1: Expected EOI Timeline:**

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date** |
| 1 | EOI published | 25th April 2021. |
| 2 | Closing date for clarifications | 10th May 2021. 17:00hrs |
| 3 | Closing date and time for receipt of EOI Submissions | 24th May 2021. 17:00hrs |

# Terms of the Procurement

## Procurement Process

### This procurement process is run as an Expression of Interest (EOI) in line with GOAL’s Procurement Manual V4 2017.

## Clarifications and Query Handling

### Requests for additional information or clarifications can be made up to **3rd May 2021.** and no later. Any queries about this EOI should be addressed in writing to GOAL via email to **tenders@goal.ie** referencing the EOI number, and answers shall be collated and shared in a timely manner.

## Conditions for completing the EOI

### All documentation must be completed in English.

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

### GOAL will not be liable in respect of any costs incurred by suppliers in the preparation and submission of an Expression of Interest (EOI) or any associated work effort.

### GOAL is not bound to review any submission submitted.

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

### All suppliers that made submissions will be notified of next steps post the EOI.

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

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

## Submission of EOI

Submissions must be delivered electronically in the following way:

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

* 1. EOI cash transfer,
  2. Name of supplier,
  3. Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.

All documents submitted must be in PDF format.

In order to make submissions as easy as possible for suppliers and for evaluation by GOAL, GOAL has prepared forms which are included as Appendices 1-3. The information contained in these forms will be what GOAL primarily reviews. Any additional information submitted will be reviewed at the discretion of GOAL.

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

By responding to the EOI, the supplier accepts the terms and conditions of the EOI. Should a supplier not comply with these requirements, GOAL may, at their sole discretion, reject the response.

## Submission Checklist

Please ensure that you have read and thoroughly understand the instruction given in the checklist below. Failure to comply with this instruction will almost certainly mean your submission will be set aside.

|  |  |  |
| --- | --- | --- |
| **Item** | **Description** | **Format** |
| 1 | Appendix 1: Company Details Form completed and signed | PDF |
| 2 | Appendix 2: Declaration re Personal and Legal circumstances completed and signed | PDF |
| 3 | Appendix 3: Technical Information Questionnaire completed | PDF |

# Evaluation Process

GOAL will convene an evaluation team which may include members of the IT, Finance, Logistics, Programmes, Donor Compliance and Internal Audit teams, as well as Third Party technical input. During the evaluation period, further information or clarifications may be sought by e-mail from suppliers.

# Appendices

**Appendix 1 – Company Information**

**Appendix 2 - Declaration of Personal and Legal Circumstances**

**Appendix 3 – Technical Information Questionnaire**

**Annex 1 – elan vocabulary and usage document**

# Appendix 1 - Company information

# Contact Details

|  |  |  |  |
| --- | --- | --- | --- |
| Name of the supplier |  | | |
| Registered address of the Supplier |  | | |
| Company Name |  | | |
| Address |  | | |
| Company 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 |  | | |
| Parent company |  | | |
| Ownership |  | | |
| Do supplier have associated companies? Tick relevant box. If YES – provide details for each company in the form of additional table as per **Contact Details** | oYes oNo | | |
|  | **Primary Contact** | **Secondary Contact** | |
| Name |  |  | |
| Current Position in supplier’s Organisation: |  |  | |
| No. of years working with the supplier: |  |  | |
| Email address |  |  | |
| Telephone |  |  | |
| Mobile |  |  | |

## Profile

|  |  |  |
| --- | --- | --- |
| **No** | **Description** | **Response** |
| 1 | Please provide an outline of the scope of business activities, and in particular details of relevant experience regarding the delivery of platforms and services of this nature. Please highlight any particular experience in a humanitarian context. |  |
| 2 | Please confirm if you use sub-contractors in order to deliver the platform or service. If answering yes, please provide an outline of how sub-contractors are engaged and utilised. |  |

# Appendix 2\_Declaration re Personal and Legal circumstances

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE SUPPLIER. Please tick Yes or No as appropriate to the following statements relating to the current status of your organisation. | | | Yes | No |
| 1 | The supplier 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 supplier 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 supplier, 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 supplier has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the supplier is located | |  |  |
| 5 | The supplier, a director or partner has been found guilty of fraud | |  |  |
| 6 | The supplier, a director or partner has been found guilty of money laundering | |  |  |
| 7 | The supplier, a director or partner has been found guilty of corruption | |  |  |
| 8 | The supplier, a director or partner has been convicted of being a member of a criminal organisation | |  |  |
| 9 | The supplier, 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 supplier has been guilty of serious misrepresentation in providing information to a public buying agency | |  |  |
| 11 | The supplier has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application | |  |  |
| 12 | The supplier has colluded between themselves and other bidders (a bidding ring), and/or the supplier has had improper contact or discussions with any member of GOAL staff and/or members of their family | |  |  |
| 13 | The supplier 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 supplier 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 supplier 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 | |  | | |

# Appendix 4 – Technical Information Questionnaire

|  |  |
| --- | --- |
| **Core Requirements** | **Please confirm your proposed cash disbursement system can satisfy these core requirements and if so please provide further information in the space below highlighting previous examples and include weblinks to any supporting information. Please limit your response below to 500 words or less.** |
| **The Modality/platform must allow physical cash transfers to beneficiaries. Please include advantages and disadvantages for each proposed mechanism** |  |
| **Beneficiaries must be able to withdraw cash at designated Cash Agents who will be within a radius of 5KM from beneficiaries’ homesteads. Please include your overall infrastructure configuration that supports your proposed mechanism** |  |
| **The Cash Transfer (CT) model requires several interrelated processes to be conducted. These include facilitation, payment, grievances redressal, case management and monitoring, all of them transversally supported by communication and relevant Cash Technical monitoring tools** |  |
| **The service Provider must have unquestionable presence or should be able to activate their presence in Goal operational area** |  |
| **In order to administer the program and facilitate the reimbursements to the Service provider and disbursements to beneficiaries, ‘GOAL must have full access to and ownership of, all data at all times. Access to this data must be made available through an online portal and must exportable in excel format or equivalent.** |  |
| **The platform or supporting system must be available in English.** |  |

|  |  |
| --- | --- |
| **Additional Questions** | **Please limit your responses below to 300 words or less providing weblinks to any supporting information.** |
| **Please confirm if your Modality/platform complies with Zimbabwe (GDPR) data protection laws** |  |
| **Please list and confirm that your financial operations and proposed Modality/platform is in compliance with RBZ regulations and Government of Zimbabwe Statutory Instruments requirements** |  |
| **Please outline the capacity of your proposed cash disbursements modality/platform in terms of:**   * **Maximum number of beneficiaries** * **Maximum value of transfer** * **Types currency of transfer available** * **Proposed System’s ability to work offline or with limited internet if its E-based** |  |
| **The Modality/ platform will need to be accessible to vulnerable populations with low literacy and numeracy skills and limited experience with mobile and other technologies.**  **How can your Modality/platform help GOAL with this challenge?** |  |
| **Please outline how you provide frontline support i.e. support to beneficiaries and cash agents highlighting in particular:**   * **Complaints mechanism and GOAL’s access to it** * **Communication with cash agents on different stages of the process e.g. payments** |  |
| **Does your proposed Modality/ platform/system respond to GOAL’s additions, suspensions and removals of Beneficiaries throughout the program cycle?** |  |
| **Can the platform allow access by identified GOAL staff with differing levels of access and permissions?**  **Can the platform allow access by identified GOAL staff with differing levels of access and permissions?**  **What means of verification are available within the delivery mechanism to verify beneficiaries at transaction stage?** |  |
| **Can your supporting system/ platform provide the following information?**   * **Transactions records per Beneficiary** * **Transactions records per Cash Agent** * **Transactions records per distribution round / batch / between specific dates.** |  |
| **Please provide an overview of your technical support model.** |  |
| **Please provide an overview of your data backup systems with emphasis on how this aligns with industry standard.** |  |
| **Please outline the relevant different fee structures your company offers (e.g. Fixed implementation fee, per user/transaction fee, % commission or other).** |  |
| **Identify potential security challenges, risks, and their mitigation measures in your proposed payment mechanism.** |  |
| **Ensure that the provision of services to regular customers will not affect the quality of services provided to CTP beneficiaries (fixed payment sites)** |  |
| **Your strategy in in circumventing the market volatility affecting exchange rates so that beneficiaries receive their allocated values** |  |
| **Your Affiliations to governing bodies such as IPEC and Deposit Protection Scheme etc and how that aids your operations** |  |
| **Available mitigation measures for Covid-19 during transfers to beneficiaries.** |  |
| **Any Similar such operations or services rendered before. Your successes, lessons ,learnt.** |  |
| **Additional operational strategies pertinent to this requirement.** |  |

**Appendix 4 – Goal terms and conditions**

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

1. SCOPE AND APPLICABILITY

These Terms and Conditions of Contract apply to all provisions of works and services made to GOAL notwithstanding any conflicting, contrary or additional terms and conditions in any other communication from the service provider/contractor. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

1. LEGAL STATUS

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

1. SUB-CONTRACTING

In the event the Service provider/contractor requires the services of a sub-contractor, the Service provider/contractor shall obtain the prior written approval of GOAL for all sub-contractors. The Service provider/contractor shall be fully responsible for all work and services performed by its sub-contractors and service provider/contractors, and for all acts and omissions of such sub-contractors and service provider/contractors. The approval of GOAL of a sub-contractor shall not relieve the Service provider/contractor 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.

1. ASSIGNMENT OF PERSONNEL

The Service provider/contractor shall not assign any persons other than those accepted by GOAL for work performed under this Contract.

1. OBLIGATIONS

The service provider/contractor shall neither seek nor accept instructions relating to this contract from any authority external to GOAL Service providers/contractors 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 ofGOAL: nor shall the service provider/contractor at any time use such information to private advantage. The Service provider/contractor shall refrain from any action that may adversely affect GOAL and shall fulfil its commitments with the fullest regard to the interests of GOAL.

These obligations do not lapse upon termination/expiration of their agreement with GOAL.

1. SERVICE PROVIDER/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Service provider/contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. reason of any other claim or demand against the Service provider/contractor.

1. ACCEPTANCE AND ACKNOWLEDGEMENT

Initiation of service or works under this contract by the service provider/contractor shall constitute acceptance of the contract, including all terms and conditions herein contained or otherwise incorporated by reference.

1. WARRANTY

The Services performed warrants upon delivery and for a period of twelve (12) months from the date of completion of the services provided/works completed under this Contract will conform in all aspects to the service and applicable standards specified for such services and any goods or equipment provided as part of the contract and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Service provider/contractor.

The Service provider/contractor warrants the services/construction furnished under this Contract conforms 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 service provider/contractor provides to purchasers. Such guarantees shall apply to the services and works subject to this Contract.

1. CHECKS AND AUDIT

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

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

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

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

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

1. RULE OF ORIGIN AND NATIONALITY

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

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

1. INSPECTION

The duly accredited representatives of GOAL or the donor shall have the right to inspect the works goods called for under this Contract at Service provider/contractor’s stores, during manufacture, in the ports or places of shipment, and the Service provider/contractor 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 Service provider/contractor, such as warranty or specifications.

1. FORCE MAJEURE

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

In the event of and as soon as possible and no later than fifteen (15) days after the occurrence of any cause constituting Force Majeure, the Service provider/contractor shall give notice and full particulars in writing to GOAL of such occurrence or change if the Service provider/contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Service provider/contractor shall also notify GOAL of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this article, GOAL shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Service provider/contractor of a reasonable extension of time in which to perform its obligations under this Contract, or termination of the Contract if any delay will force an extension to the delivery schedule.

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

1. DEFAULT

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

1. REJECTION

In the case of services performed on the basis of specifications, outcome, pilot or combination thereof, GOAL shall have the right to reject the services or any part thereof if they do not conform with the terms of the Contract in the opinion of GOAL or is not performed or delivered in due time.

When the services or works or any part thereof have been rejected, GOAL shall have the right, without prejudice to the provisions of Article 9, to demand from the Service provider/contractor the immediate re-performance or delivery of acceptable services or works in replacement thereof in accordance with the contract or to purchase other similar services or works elsewhere and to claim from the Service provider/contractor the amount of loss or damages sustained by reason of the default.

Goods or any other part of any works or services, including any built structure thereof in GOAL's possession or at a GOAL programme site which have been rejected by GOAL must be removed or destroyed and removed at the Service provider/contractor's expense within such period as GOAL may specify in its notice of rejection.

After such notice has been dispatched to the Service provider/contractor, the Goods or any other part of any works or services, including any built structure thereof will be held at the latter's risk. Should the Service provider/contractor fail to remove the goods, part of any works or services or built structure as required by the notice of rejection, GOAL may dispose of them, without any liability to the Service provider/contractor whatsoever, in such manner as it deems fit and may charge the cost of removal to the Service provider/contractor.

1. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between GOAL and the Service provider/contractor.

1. ASSIGNMENTS & INSOLVENCY

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

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

1. PAYMENT

The Service provider/contractor shall invoice GOAL and the terms of payment shall be thirty (30) working days after GOAL has internally confirmed acceptance of services/works and presentation of a legal invoice.

1. ANTI-BRIBERY/CORRUPTION

The Service provider/contractor shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977 (“Relevant Requirements”).

The Service provider/contractor 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 Service provider/contractor in association with the execution of this contract. If the Service provider/contractor 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 Service provider/contractor 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 Service provider/contractor from participation in future contracts with GOAL.

1. ANTI-PERSONNEL MINES

The Service provider/contractor 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 Service provider/contractor, at no cost to GOAL.

1. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Service provider/contractor represents and warrants that neither it, nor any of its service provider/contractors is engaged in any practice inconsistent with the following code of conduct for service provider/contractors: 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 Service provider/contractor, at no cost to GOAL. Suppliers must adhere to the principles of humanitarian aid.

1. OFFICIALS NOT TO BENEFIT

The Service provider/contractor warrants that no official of GOAL has received or will be offered by the Service provider/contractor any direct or indirect benefit arising from this Contract or the award thereof. The Service provider/contractor will notify GOAL immediately in case any official from GOAL requests any unofficial, or additional payment, or gift to their personal account. The Service provider/contractor agrees that breach of this provision is a breach of an essential term of this Contract.

1. 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.

1. INTELLECTUAL PROPERTY INFRINGEMENT

The Service provider/contractor warrants that the use or supply by GOAL of the services sold under this Contract does not infringe on any patent, design, trade-name or trade-mark.

In addition, the Service provider/contractor 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.

All maps, drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Service provider/contractor under this Contract shall be the property of GOAL, and shall be treated as confidential and shall be delivered only to GOALs authorized officials on completion of work under this Contract

Unless authorised in writing by GOAL, the Service provider/contractor shall not advertise or otherwise make public the fact that he is a Service provider/contractor 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.

1. 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 Service provider/contractor. At the request of GOAL, the Service provider/contractor 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 Service provider/contractor. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Service provider/contractor, subject to normal wear and tear.

1. TITLE TO EQUIPMENT

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

1. PACKING

The Service provider/contractor shall pack any 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 Service provider/contractor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

1. SHIPMENT AND DELIVERY

All services and works shall be delivered at the agreed place of delivery as stated in the Contract, at the Service provider/contractor's risk, unless otherwise provided for in the Contract.

1. INSURANCE

The service provider/contractor 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 service provider/contractor shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The service provider/contractor shall further provide such health and medical insurance for its agents and employees, as the service provider/contractor may consider advisable. The service provider will in all cases ensure they have third party liability cover for the duration of the contract.

1. INDEMNIFICATION

The Supplier agrees to indemnify, hold and save GOAL harmless and defend at its own expense GOAL, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there from, with respect to, arising from or attributable to acts or omissions of the Supplier or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, product liability claims.

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

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

1. TERMINATION OF CONTRACT

Either party may cancel this Contract before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be 5 days in the case of contracts with a total period of less than two months or 14 days in the case of contracts with a longer period.

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

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

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

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

1. CONFIDENTIALITY

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

1. 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.

1. SETTLEMENT OF DISPUTES

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

Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, existence, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration shall be Ireland and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall also have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration and as being the final adjudication of any such dispute, controversy or claim.

1. WITHHOLDING TAX

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

1. GOVERNING LAW AND JURISDICTION

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

1. BANK GUARANTEE

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

1. ENVIRONMENTAL STANDARDS

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

* Waste Management
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability
* Include something about raw materials/sourcing.

1. HUMAN TRAFFICKING

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

* Engage in severe forms of trafficking in persons during the period of performance of the contract;
* Procure commercial sex acts during the period of performance of the contract;
* Use forced labour in the performance of the contract;
* Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
* Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and   language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work

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

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

**Annex 1 – elan vocabulary and usage document**

Attached as separate PDF document.