

**Invitation to Tender (ITT) – International Tender - For 3-Years Framework Agreement for Light Vehicles’ Rental Services**

**Ref. TIG-ZZ8-24910-Light Vehicles Rental Service-FWA**

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

# About GOAL

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

GOAL has been working in Ethiopia since 1984, implementing a range of multi-sectoral development and humanitarian programmes responding to sudden-onset and protracted crises. We are currently operational in more than 40 Woredas across Eight Regions of Ethiopia. GOAL works closely with communities and local government to prepare for and respond to crises, and to 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 all regions, Oromiya, Somali, SNNP, Benishangul-Gumuz, Sidama, Afar, Tigray 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.

Hence, GOAL Ethiopia is inviting all interested and potential rental vehicles service providers to establish long-term framework agreement for a period of three years for GOAL Ethiopia Tigray area office.

# Proposed Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date** |
| 1 | ITT published | March 17,2024 |
| 2 | Closing date for clarifications | April 11, 2024, at 4:00 PM East African Time |
| 3 | Closing date and time for receipt of Tenders | April 15, 2024, at 3:00 PM East African Time |
| 4 | Tender Opening Date and time | April 23, 2024, at 2:00 PM East African Time |
| 5 | Tender Opening Location | Addis Ababa, GOAL Ethiopia Head Office |

# Overview of requirements

## SERVICE OR SUPPLY SPECIFICATION

GOAL invites potential service providers to submit tenders for the provision of Light Vehicles for Rental service for Tigray Area Office in a form of long-term Framework Agreement (FWA) for a period of Three Years.

Interested bidders are advised that offers must meet or exceed minimum specification requirements outlined in Appendix 2, Technical Offer.

When any of the following wordings or equivalent are mentioned in this ITT document or its annexes, appendices, and Notice: 'mandatory, at least, minimum, must, should', they refer to minimum requirements. Bids clarifications may be requested if they do not meet them.

**3.2 TYPE OF CONTRACT**

A Framework Agreement (FWA) is an agreement with a single Service Providers or group of Service Providers to establish terms governing contracts that may be awarded during the period of the FWA. GOAL, as contracting authority, does not guarantee any volume of orders under FWAs.

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

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

The estimate volume of light vehicles expected:

|  |  |  |  |
| --- | --- | --- | --- |
| S.N | Vehicles Type & Descriptions | Units | Expected Number of vehicles to be used by GOAL throughout the contract period |
| **1** | 4WD Long wheelbase (Mark 2), (with driver and without fuel) 8-seater, year of manufactured 2011and above | pcs | **10** |
| **2** | 4WD Long wheelbase (Long base), Engine 1HZ, Model HZJ 78 (with driver and without fuel) 10-seater, year of manufactured 2011 and above | pcs | **10** |
| **3** | 4WD Long Wheelbase single Pickup, (with driver and without fuel), year of manufactured 2011 and above | pcs | **1** |
| **4** | 4WD Long wheelbase Double Cap (with driver and without fuel), year of manufactured 2011 and above | pcs | **10** |
| **5** | Minibus 15 and above seat capacity (with driver and without fuel), year of manufactured 2011 and above | pcs | **1** |
| **6** | Minibus 25 and above seater capacity (with driver and without fuel), year of manufactured 2011 and above | pcs | **1** |
| **7** | Double Cab with capacity of 4-seater and above 500KG caring of materials with driver and without fuel. year of manufactured 2011 and above | pcs | **19** |
| **8** | 4WD Long wheelbase (105), (with driver and without fuel) 5-seater, year of manufactured 2011 and above | pcs | **6** |
| **9** | King cap, with a capacity of 2-seater with 500 KG, caring of materials with driver and without fuel, year of manufactured 2011 and above | pcs | **1** |

Total average number of vehicles is 59. The exact consumption under this FWA cannot be determined in advance.

# Terms of the Procurement

## Procurement Process

### This competition is being conducted under GOALs Invitation to International Tender Procedure.

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

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

## Clarifications and Query Handling

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

### Requests for additional information or clarifications can be made up to the deadline noted in section 2 above, and no later. Any queries about this ITT should be addressed in writing ONLY by letter or email, fax GOAL Ethiopia or preferably via email at [clarifications@goal.ie](mailto:clarifications@goal.ie) with the reference TIG-ZZ8-24910**-Light Vehicles Rental Services Clarifications** in the email subject line and answers shall be collated and published online at <https://www.goalglobal.org/tenders> in a timely manner.

## Conditions of Tender Submission

### Tenders must be completed in English.

### **The Tenders must have office in Tigray Region. Vehicle deployments for this tender shall take place from Tigray Regional Office.**

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

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

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

### Tenders must detail all costs identified in this ITT in USD. Additionally, tenders must detail any other costs whatsoever that could be incurred by GOAL in the usage of services and/or the availing of options that may not be explicitly identified/requested in this ITT. Tenderers’ attention is drawn to the fact that, in the event of a Contract/ Framework Agreement being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.

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

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

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

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

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

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

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

### GOAL reserves the right to negotiate with the Service Providers who has submitted the lowest Bid that fully meets the technical requirements, for the purpose of seeking revisions of such Bid to enhance its technical aspects and/or to reduce the price.

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

### GOAL reserves the right to terminate this competition at any stage.

### Unsuccessful tenderers will be notified.

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

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

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

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

### **Safeguarding and Code of Conduct:** GOAL has strong stand that any person engaged with GOAL business is safe and should never experience abuse of any kind. Thus, suppliers and their staff should uphold safeguarding standards and behaviour in compliance with GOAL Safeguarding Policy and Supplier Code of Conduct. Suppliers are obliged to take orientation on Safeguarding and Supplier Code of Conduct and should sign the policies as part of the agreement.

## Submission of Tenders

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

1. Electronically with your financial and technical offers in separate emails to [tenders@goal.ie](mailto:hqtenders@goal.ie) and in the subject field state:
   1. **TIG-ZZ8-24910-Light Vehicles Rental Service**
   2. ***Name of your firm with the title of the attachment***
   3. ***Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.***

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

1. If electronic bid submission is not possible, please submit one **original and one copy** in sealed envelopes marked:

**‘TIG-ZZ8-24910-Light Vehicles Rental Services Not to be opened before April 23, 2024, at 10:00 AM (East African Time)** with your financial and technical offers inside in two separate envelopes marked as Financial Offer and Technical Offer to the Tender Box at the GOAL Ethiopia Addis Ababa office which is located at: **-**

**GOAL Ethiopia Tigray Area Office, City Mekelle, Sub-City-Hadnet, Kebele-Simret, Ketena-Kisanet,**

**OR**

**Addis Ababa GOAL Ethiopia, Head Office located at:**

**Bole Sub City, Woreda 6, Gurd-Sholla, H.No. New, Next to Century Mall**

Envelopes may be sent through postal/courier services or delivered by hand; and will be accepted during normal working hours in GOAL Ethiopia (08.00am to 4.30 PM, East African Time). Please note that the GOAL office will not be open during weekends or public holidays.

* **All bids whether electronic or in hard copy should comprise all the documents requested in Section 6 of this ITT – a check list has been given to assist bidders in providing this complete application.**
* **Proof of sending is not proof of reception, either electronically or with post/courier/other physical service. Late delivery will result in your bid being rejected. Envelopes found open at the tender opening will be rejected. All information provided must be perfectly legible.**

## Tender Opening Meeting

**Tenders will be opened as per Section 2 Proposed Timelines above at Addis Ababa GOAL Ethiopia, Head Office**

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

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

# Evaluation Process

## Evaluation stages

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

|  |  |  |
| --- | --- | --- |
| **Phase #** | **Evaluation Process Stage** | **The basic requirements with which proposals must comply with** |
| *The first phase of evaluation of the responses will determine whether the tender has been submitted in line with the administrative instructions and meets the essential criteria. Only those tenders meeting the essential criteria will go forward to the second phase of the evaluation.* | | |
| **1** | **Administrative instructions** | 1. **Closing Date:** Proposals must have met the deadline stated in section 2 of these Instructions to Tenderers, or such revised deadline as may be notified to Tenderers by GOAL. Tenderers must note that GOAL is prohibited from accepting any proposals after that deadline. 2. **Submission Method:** Proposals must be delivered in the method specified in section 4 of this document. Documents to be submitted for this Tender are included in section 6 below and candidates should be compliant to these. GOAL will not accept responsibility for tenders delivered by any other method. Responses delivered in any other method may be rejected. 3. **Format and Structure of the Proposals:** Proposals must conform to the Response Format laid out in section 6 of these Instructions to Tenderers or such revised format and structure as may be notified to Tenderers by GOAL. **Failure to comply with the prescribed format and structure may result in your response being rejected at this stage.** 4. **Confirmation of validity of your proposal:** The Tenderers must confirm that the period of validity of their proposal is not less than 90 (ninety) days. |
| **2** | **Essential Criteria** | **Valid & renewed Light Vehicles Rental services Business License,**  **VAT, TIN, Business registration certificate, Tax Clearance certificate**  **Compliance to the minimum specifications stated in Appendix 2 - Technical Offer and Lights Vehicles Type document: proof of ownership title book by company name for the vehicle types requested.**  **Company profile, that demonstrates capacity and experience of the supplier.**  **Comprehensive insurance coverage to the type of vehicles stated in Appendix 2 - Technical Offer and Lights Vehicles Type document: proof of comprehensive insurance coverage of the vehicle type requested.**  **Audited financial statements for the last 2 years for which accounts have been closed (2022, 2021)**  **One contract of a similar nature carried out in the last two years for similar organizations such as INGO, UN or Government Organization for the type of vehicles requested.**  **The vendor/supplier MUST have an office in Tigray Region-Mekelle** |
| *The second stage of the evaluation will involve an assessment of the Tenderer’s personal and legal circumstances, economic and financial standing, to fulfil the obligations of the contract* | | |
| **3** | **Economic & Financial Criteria** | 1. Financial standing of company to complete contracts (financial stability) - submission of 6 months Bank statements (September to December 2023) and (January to February 2024) |
| *Each proposal that conforms to the Essential and Qualification Criteria will be evaluated according to the Award Criteria given below by GOAL.* | | |
| **4** | **Award Criteria**  **Financial (35%)**  **Technical (65%)** | Tenders will be awarded marks under each of the award criteria listed in this section to determine the most economically advantageous tenders.  1. Price (35%)  2. Technical/Quality (65%) determined by:   * **(15%) Firm Experience:** Attach Minimum three Recommendation letters from clients such as NGO, United Nations, African Union, public institutions, or Similar for Light Vehicle Rental Services in the last two years. The duration of service in each recommendation letter should not be less than one year contract period. * **(10%) Fleet Management solutions:** Operable Real time fleet tracking software system for rental vehicles from service provider. Covering; location, driving habits, added fuel and mileage tracking, and reporting. Bidders to provide evidence a copy of the application license for fleet management solutions which can be lasts for three years for confirmations. * **(10%) Drivers:** At least 10 Drivers with valid and relevant driving license on Service Providers payroll for the minimum & types of light vehicles requested. 1. Bidders to provide a copy of payroll for 10 drivers of those having valid driving licence. Bidders can remove sensitive personal information.   2. Bidders provide working experiences of each driver of at least three years serving as a driver for light vehicles.   * **(5%) Garage:** Availability of vehicle preventive & corrective maintenance garage & regular service garage at Tigray region. * **(10%) Fleet Size:** Evidence of vehicles above the minimum quantity requested in essential criteria. Provide a copy of ownership or right of Use in the name of the Company. * **(5%) Company Profile & Safety of services:** Proof of Full Company profile which includes at a minimum structure, Human Resources with their experience especially on the management of light vehicle rental services. * **(5%) Site Visits:** Existence of company as Light vehicles rental company, requested types of light rental vehicle availability, office Setup, Location, Garage, Spare part availability… at Tigray Region. * **(5%) Environmental commitments:** Bidders should provide proof of polices & implementation plan. |
| **5** | **Post selection** | References and other checks are found to be clear, and quality is assessed. **Anti-Terrorist and Sanction Checks and Due Diligence will be checked.** |

## Tender Evaluation

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

During the evaluation period clarifications may be sought by e-mail from Tenderers. Clarifications may include testimonials from customers in support of aspects of a tender, whether such aspects are contained in the original submission or in subsequent responses to requests for clarification. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the Tender or loss of marks. Responses to requests for clarification shall not materially change any of the elements of the proposals submitted. Unsolicited communications from Tenderers will not be entertained during the evaluation period.

## Award Criteria

Tenders will be awarded marks under each of the proposed award criteria listed in **Table 1 to determine best Value for Money (VFM).**

**Table 1: Proposed Award Criteria**

|  |  |  |
| --- | --- | --- |
| **No** | **Qualitative award criteria** | **Weighting (maximum points)** |
| **1.** | **Price, least price offered** | **35** |
| **2.** | **Technical** | **65** |
|  | **Total Weight** | **100** |

**Table 2: Technical Award Criteria**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S.No** | **Category** | **Total Score Avail able** | **Detailed Score Breakdown** | **Detailed Explanation of Score** |
| 1 | **Firm Experience:** Attach Recommendation letters from clients such as NGO, United Nations, African Union, public institutions, or Similar for Light Vehicle Rental Services for the last two years. | 20 | 9 | 9 points for **Three recommendation letters provided.** |
| 7 | 7 points for **Two recommendation letters provided.** |
| 4 | 4 points for **One recommendation letter provided.** |
| 0 | Zero points for companies **do not provide recommendation letters**. |
| 2 | **Fleet Management solutions: F**leet tracking software system, fuel and mileage tracking, and reporting Systems….. Bidders to provide evidence a copy of the application license for fleet management solutions which can be lasts for three years for confirmations. | 5 | 5 | Evidence provided |
| 0 | No Evidence |
| 3 | **Drivers:** At least 10 Drivers with valid and relevant driving license on Service Providers payroll for the minimum & types of light vehicles requested. 1. Bidders to provide a copy of payroll for 10 drivers of those having valid driving license. 2.   Bidders provides working experiences of each driver of at least three years serving as a driver for light vehicles. | 10 | **5** | Evidence provided for payroll for contracted drivers and their driver license copies for 10 drivers |
| **5** | Evidence of each driver working experiences for at least three years |
| 0 | No evidence for the payroll, driver license and their working experiences for each |
| 4 | **Garage**: Availability of vehicle preventive & corrective maintenance garage & regular service garage in Tigray Region-Mekelle | 5 | 5 | Availability of vehicle maintenance & regular service garage at Tigray Region owned by the company or outsourced with supporting document (Contract or trade license) |
| 0 | No Evidence |
| 5 | **Fleet Size:** Evidence of vehicles above the minimum quantity requested in essential criteria. Provide a copy of ownership certificates. | 10 | 10 | Provision of a copy of ownership or right of Use in the name of the Company for the light vehicles minimum quantity requested in essential criteria will get a maximum of 10 points. |
| 0 | No Evidence |
| 6 | **Company Profile & Safety of services:** Proof of Full Company profile which includes at a minimum structure, Human Resources with their experience especially on the management of light vehicle rental services | 5 | 5 | Proof of well organized & prepared Company profile (structure, Human resource with their experience especially on the management of light vehicle rental services are mandatory) will get maximum 5points. |
| 0 | No Evidence |
| 7 | **Site Visits:** Existence of company as Light vehicles rental company, requested types of light rental vehicle availability, office Setup, Location, Garage, Spare part availability | 5 | 5 | Well Organized |
| 0 | Not Well Organized |
| 8 | **Environmental commitments:** bidders should provide proof of polices & implementation plan | 5 | 1 | Does your company have a sustainability or environmental management policy in place? If yes, please provide details. |
| 1 | Do you commit to offset your transport carbon emissions? (Examples may include the supplier investing in alternative energy sources, or carbon offsetting programmes. If yes, please provide details. |
| 1 | Do you carry out sustainable business practices? (example: Waste management, recycling, green technologies etc.) Please elaborate as needed. |
| 2 | Are you able to provide economical vehicles with low MPG (kilometers per liter) or vehicles with low emissions (e.g. CO2)?  If yes, please provide details. |
| 0 | No Evidence attached 0 score |

**Remarks:**

1. **If the vehicle(s) inspection is done at HO, the contract starting date will be effective from the arrival date of the vehicle(s) at GOAL Tigray area office, the travel dates and fuel will be covered by the service provider.**

### Price

All prices must be in USD and a comprehensive and clear breakdown of prices must be shown as part of the financial offer. If converting costs from an alternative currency, please show Exchange rate used.

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

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

**Scorevendor = 35 x (pricemin / pricevendor)**

Price accounts for 35% of the award criteria.

## Award of contract

The award of contract will be issued as a “**Framework Agreement’’.** The contract will be initially for a period of threeyear and may be extended for another year based on the satisfactory performance of the service providers and the service provider performance is not satisfactory, the contract will be terminated with no notice.

# Response Format

## Introduction

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

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

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

## Submission Checklist

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Line** | **Item** | **How to submit** | | **Tick attached** |
| **Electronic submission** | **Physical submission** |  |
| 1 | This checklist | Ticked, scan and save as ‘Checklist’ | Tick and submit. |  |
| 2 | Company Details (Appendix 1) | Complete, sign & stamp, scan and save as ‘Company Details’ | Complete, sign, stamp and submit. |  |
| 3 | Technical Offer (Appendix 2) | Complete, sign & stamp, scan and save as ‘Technical Offer forms’ | Complete, sign, stamp and submit. |  |
| 4 | Financial Offer (Appendix 3) | Complete, sign & stamp, scan and save as ‘Financial Offer’ | Complete, sign, stamp and submit. |  |
| 5 | GOAL Terms and Conditions (Appendix 4) | Sign, scan and save as ‘GOAL Terms and Conditions’ | Sign, stamp and submit. |  |
| 6 | GOAL Supplier Code of Conduct (Appendix 5) | Sign, scan and save as ‘GOAL Supplier Code of Conduct’ | Sign, stamp and submit. |  |
| 7 | Two years audited accounts for 2021 and 2022. | Attach copies of audited accounts and save as ‘Financial Accounts’ | Submit copies of audited accounts. |  |
| 8 | Company Business Registration Certificate, tax clearances | Scan and save as ‘Com Reg Cert’ | Copy and submit |  |
| 9 | VAT Registration certificate | Scan and save as ‘VAT Cert’ | Copy and submit |  |
| 10 | Licence to operate as a Rental vehicles company, TIN certificate | Scan and save as ‘Trade Licence’ | Copy and submit |  |
| 11 | Financial standing of company-submission of 6 months Bank statements (September to December 2023) and (January to February 2024) | Scan and save as ‘financial standing of company | Copy and submit |  |
| 12 | Letters of recommendation from at least Three INGOs who have been previous clients | Attach copies of letters of recommendation and save as “Letters of recommendation” | Submit copies of letters of recommendation |  |
| 13 | Six months copy of payroll for company owned licensed Light vehicles drivers (September to December 2023) and (January to February 2024) | Attach six months copies of payroll for owned licensed Light vehicles (September to December 2023) and (January to February 2024) and save as  “Six months Payrolls”. You can remove sensitive personal information. | Submit payroll. |  |
| 14 | Comprehensive insurance coverage to the type of vehicles stated in Appendix 2 - Technical Offer and Rental Lights Vehicles Type document (proof of comprehensive insurance coverage of the minimum vehicles requested) | Attach Insurance coverage copies for vehicle types requested on the Appendix 2 which are owned by the company | Submit copies of insurance coverages for all types of vehicles requested in Appendix -2. |  |
| 15 | One contracts of a similar nature carried out in the last two years for INGO of requested type of vehicles. | Attach copy of contract | Submit copy of the contract |  |
| 16 | Copies of drivers' valid driving licences including their experience of at least 3 years on providing driving service of light vehicles | Attach copies of driver’s valid licence, & their working experiences | Submit the copies |  |
| 17 | Copies of ownership of vehicles or right to use in the name of the company for the requested types of light vehicles | Attach copies of the ownerships title books | Submit the copies of the ownerships title books |  |

# Appendix 1 - Company details

# Contact Details

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

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

## Professional or Corporate Memberships

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

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

## Profile

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

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Description** | **Response** | |
| 1 | An outline of the scope of business activities, and in particular details of relevant experience regarding contracts of this nature |  | |
| 2 | Provide details of one contracts of a similar nature carried out in the last two years (please state customer name, delivery location, value of contract, and dates) |  | |
| 3 | The number of years the Tenderer has been in business in its present form |  | |
| 4 | A statement of overall turnover and turnover in respect to the goods and services offered under the proposed agreement for the last three years as per the following table: | | |
| **Year** | **Overall Turnover in Ethiopian Birr (ETB)** | **Offered Works Turnover in Ethiopian Birr (ETB)** |
| **2022** |  |  |
| **2021** |  |  |
| **2020** |  |  |
| 5 | Where the Service Providers proposes to use subcontractors or resellers/ distributors in the execution of the agreement this section should include details of the quality assurance mechanisms used by the Service Providers to monitor the activities of its subcontractors or resellers/ distributors. Service Providers should note that commitment to quality, as evidenced by the existence of such quality control procedures, will be used as a Qualification Criteria |  | |
| 6 | Any other relevant information |  | |

## References

At least 3 (three) relevant references who may be contacted on a confidential basis to verify satisfactory execution of contracts must be supplied. These references may not be GOAL personnel or related to a GOAL contract. Respondents should supply this information for each of the references in the following format:

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

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

# Declaration re Personal and Legal circumstances

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

# self-declaration of finance and tax

|  |  |  |
| --- | --- | --- |
| **Turnover history** | | |
| **Turnover figures entered into the table must be the total sales value before any deductions.**  ‘Turnover of related products’ is for companies that provide items or services in multiple sectors. Please enter information on turnover of items or services that are similar in nature to the items or services requested under this tender. | | |
| **Trading year** | **Total turnover** | **Turnover of related products** |
| **2022** |  |  |
| **2021** |  |  |
| **2020** |  |  |
| Include a short narrative below to explain any trends year to year | | |
|  | | |
| 1. **GOAL operates within the law of the country of operation and within international legal requirements. GOAL expects all companies to fulfil their legal obligations, including meeting their tax liabilities and duties in accordance with the relevant tax legislation. Please comment below if you feel there are any matters you need to bring to GOAL’s attention.** | | |
| *Please continue on a separate sheet if necessary.* | | |

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

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

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

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

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

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

# Appendix 2 - Technical Offer

## 2.1 SCOPE OF WORK

GOAL Ethiopia wishes to have a framework agreement for three years of Light Vehicles rental Services in Ethiopia. The service provider will be required to enter a framework contract with GOAL Ethiopia and the following Scope of Services are stated below but not be limited to the details specified herein:

1. Provision of light vehicles rental services to staff and project participants as and when required for Tigray area offices.
2. To Provide clean, comfortable, roadworthy on/off road light vehicles, Pick-ups and tracks with generous passenger/cargo space and working Air Conditioning systems on Daily/Outstation Basis for field areas as per requirement. (See attached photos)
3. Provision of light vehicles rental services with 24 hours Official request when required during the contract period.

**The successful service provider:**

* Avails light vehicles rental services 24x7 basis.
* Vehicles will be under the management of GOAL Logistics department during the rental period of the vehicle.
* In case GOAL requires more vehicles at a time it will be the responsibility of the service provider to supply as per the need through official request within 24 hrs of request.
* GOAL reserves the right to cancel the vehicle request (PO) without assigning any reason.

**Terms of Payment**

* No Payment shall be made in advance or any loan from any bank or financial institution shall be recommended based on the order of award of service. Payment of invoices would take about 30 days on an average from the date of submission of the invoice.
* The rental vehicle supplier shall submit the invoice in the first week of following month in respect of previous month for sanction of the amount of invoice and passing the invoice for payment to GOAL Ethiopia. The remittance, if any, in respect of the previous month may also be attached along with the current month's invoice.
* All payments shall be made by cheques or wiring only, in the name of the firm/company.
* The maintenance cost, road tax, permit fee, challans, salary of the driver, the overtime of driver etc. are the responsibility of the contractor for which no payment shall be made by this office.
* Parking charges, Toll charges shall be paid extra as per actual on production of documentary evidence.

**Vehicles & the service provider**

* All repairs and maintenance, running costs, lubricants, salaries of drivers, taxes, etc. necessary for the running & maintenance of vehicle will be borne by the supplier.
* Vehicles should also be fitted with toeing hook.
* Supplier shall obtain vehicle fitness certificate from competent authority, vehicle registration, payment of road tax, and all permits. Vehicle should be able to move freely in all districts without any restrictions.
* All vehicles shall be comprehensively insured against all risks (including the driver and occupants). Insurance policy shall be renewed well before the due date. Service provider expected to renew before expiry.
* In case of non-availability or technical problem of the specified vehicle, the supplier can provide an alternate vehicle of equivalent or above status/make/model, in lieu of the assigned vehicle temporarily Within 24hrs notice.
* The vehicle being sent by the successful bidder will be regularly inspected by the officer nominated for the purpose and in case of non-compliance of any of the conditions, the contractor will be required to replace the assigned vehicle within 24hrs notice.
* The vehicle will meet all the necessary compliance of statutory requirements like pollution, emission, noise etc.
* The vehicle sent to the office on requisition must have all relevant documents like registration book/driving license/insurance, road tax etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
* Vehicle to be provided by the vehicle supplier should be in perfectly sound working condition and suitable for use by staffs. Dirty, noisy, and poorly maintained vehicle will be rejected, and no payments shall be made for the same.
* In case of any accident to the vehicle, it will be the responsibility of the supplier or his representative (drivers) to lodge the incident with police. All road traffic offences and Traffic violations are to the account of contractor.
* Vehicle should carry portable fire extinguisher and first aid box.
* Rental Vehicle supplier shall in no case transfer/sublet/appoint caretaker for services.
* The service provider should have organised office premises with access to the phone and email.
* Unsatisfactory or unprofessional behavior shall result in termination of the contract. Non-adherence to the quality of service and terms and conditions mentioned herein shall result in termination of the contract immediately.
* Rental vehicle supplier shall be directly responsible for any/all disputes arising between The service provider and the personnel and keep this office indemnified against all actions, losses, damages, expenses and claims whatsoever arising thereof.
* Rental vehicle supplier shall be solely responsible for payment of wages/salaries other benefits and allowances to his personnel that might become applicable under any Act or Order of the government.
* This office shall have no liability whatsoever in this regard and the rental vehicle supplier shall indemnify this office against any/all claims, which may arise under the provisions of various Acts, Governments Orders etc.
* Rental vehicle supplier shall be fully responsible for theft, burglary, fire, accidents, traffic rule violations or any other unlawful acts/deeds by his staff.
* The rental vehicle supplier shall be fully responsible for any loss or damage to the vehicle and liable to pay full compensation for any injury or any other loss to passengers.
* In case of violation of any of the terms and conditions mentioned in this tender document, competent authority reserves the right to terminate the contract immediately.
* The tampering of meter reading, vehicle usage timings, overwriting of log sheet, misconducts and other such acts may be applied as per the FWA and GOAL T&Cs'

**Drivers**

* The rental vehicle supplier will provide well-behaved drivers having knowledge of different routes, as well as minor repair of cars and valid driving license.
* The driver should always be carrying a functional mobile phone.
* No charges will be given for breakfast/lunch/dinner/tea etc. to the driver. Driver should bear the cost of the same at his own in every situation whether it's local or outstation.
* Within office premises, the driver shall not leave the office/duty without permission and shall not do any private work other than the normal duties. If the driver is found to be absent from the duty, it will be taken as non-availability of the vehicle and suitable penalties shall be imposed.
* The driver must be punctual and arrive on specified time on specified location.
* Drivers must not use their mobile phones or stop for personal works while driving.
* Drivers must not go on leave without informing GOAL & replacement should be assigned before leave.
* The drivers may be asked to do overtime and may be called on holidays/weekends depending on the necessity and he should be prepared for such events. It will be the rental vehicle supplier’s responsibility to provide a substitute immediately, if the driver refuses or is unable to do so.
* Drivers should carry sufficient cash for discharging obligations on account of parking charges, toll taxes etc. Such expenditure can be claimed as reimbursement by the rental vehicle supplier. Proper supporting documents would have to be submitted along with such claims.
* Driver should be well qualified and should be able to read and write and have minimum three years of experience as driver.
* Driver should be alert /careful enough to take care of items/materials kept in the vehicles.
* Assigned drivers are not allowed to smoke in the car or within the office premises and must be clean, sober, medically fit, and well-behaved with valid driving license.
* Drivers shall not allow an untheorized passengers or cargo including but not limited to weapons, illegal narcotics, charcoal,animals in the car unless under express authority by GOAL.

## 2.2. Rentals Light Vehicles Type & Specifications

|  |  |  |  |
| --- | --- | --- | --- |
| **S/N** | **Vehicle Type** | **Minimum Requirement** | |
| 1 | 4WD Long wheelbase (Mark 2), (with driver and without fuel) 8 sit, year of manufactured 2011 and above | Carrying capacity | **8 seat and Above** |
| Fuel tanker in Liter | **130ltrs** |
| Tire size | **7.50R 16** |
| Engine power | **4.1 cc and above** |
| Ground clearance | **230 mm and above** |
| Doors | **5** |
| Roof rack | **Required with two spare tyre.** |
| Seat Belt (front & Back) | **Required** |
| 2 | 4WD Long wheelbase (Long base), Engine 1HZ, Model HZJ 78 (with driver and without fuel) 10 sit, year of manufactured 2011 and above | Carrying capacity | **10 seat and Above** |
| Fuel tanker in Liter | **90+90** |
| Tire size | **7.50R 16** |
| Engine power | **4.1 cc and above** |
| Ground clearance | **230 mm and above** |
| Roof rack | **Required with two spare tyre** |
| Seat Belt (front & Back) | **Required** |
| Doors | **3** |
| 3 | 4WD Long Wheelbase single Pickup, (with driver and without fuel), year of manufactured 2011 and above | Carrying capacity | **1 seat and 1000KG** |
| Fuel tanker | **90+90** |
| Tire size | **7.50R 16** |
| Engine power | **4.1 cc and above** |
| Ground clearance | **230 mm and above** |
| Roof rack | **NA** |
| Doors | **2** |
| 4 | 4WD Long wheelbase Double Cup (with driver and without fuel), year of manufactured 2011 and above | Carrying capacity | **4 Seat and above and 500 KG** |
| Fuel tanker in Liter | **130** |
| Tire size | **7.50R 16** |
| Engine power | **4.1 cc and above** |
| Ground clearance | **230 mm and above** |
| Doors | **4** |
| 5 | Minibus 15 and above seat capacity (with driver and without fuel), year of manufactured 2011 and above | Carrying capacity | **15 Seat and above** |
| Fuel tanker | **Standard** |
| Tire size | **195/15** |
| Engine power | **2500-3000cc** |
| Ground clearance | **225-230mm** |
| Doors | **3 or 4** |
| 6 | Minibus 25 and above seat capacity (with driver and without fuel), year of manufactured 2011 and above | Carrying capacity | **25 Seat and above** |
| Fuel tanker | **Standard** |
| Tire size | **7.50R 16** |
| Engine power | **4.1 cc and above** |
| Ground clearance | **230 mm and above** |
| Doors | **3** |
| 7 | Double Cab with capacity of 4 seat and above 500KG caring of materials with driver and without fuel. year of manufactured 2011 and above | Carrying capacity | **4 Seat and above and 500KG** |
| Fuel tanker | **80** |
| Tire size | **205R16** |
| Engine power | **2800-3000cc** |
| Ground clearance | **279 mm and above** |
| Doors | **4** |
| 8 | 4WD Long wheelbase (105), (with driver and without fuel) 5 sit, year of manufactured 2011 and above | Carrying capacity | **8 seat** |
| Fuel tanker | **90+40** |
| Tire size | **7.50R 16** |
| Engine power | **4.1 cc and above** |
| Ground clearance | **230 mm and above** |
| Doors | **5** |
| 9 | King cap, with a capacity of 2 seats with 500 KG, caring of materials with driver and without fuel, year of manufactured 2011 and above | Carrying capacity | **1 seat and 1000KG** |
| Fuel tanker | **80** |
| Tire size | **205R16** |
| Engine power | **2800-3000cc** |
| Ground clearance | **279 mm and above** |
| Doors | **2** |

No preference to specific brands or makes will be given during the evaluation.

**2.3 Environmental commitments**

|  |  |  |
| --- | --- | --- |
| **No.** | **Environmental commitments** | |
| 1 | Does your company have a sustainability or environmental management policy in place? If yes, please provide details. |  |
| 2 | Do you commit to offset your transport carbon emissions? (Examples may include the supplier investing in alternative energy sources, or carbon offsetting programmes. If yes, please provide details. |  |
| 3 | Do you carry out sustainable business practices? (example: Waste management, recycling, green technologies etc.) Please elaborate as needed. |  |
| 4 | Are you able to provide economical vehicles with low MPG (kilometres per litre) or vehicles with low emissions (e.g. CO2)? |  |

**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 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’’.

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

# Appendix 3 - Financial Offer

TO BE COMPLETED BY THE SERVICE PROVIDERS

NAME OF SERVICE PROVIDERS COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_OFFICE TELEPHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_MOBILE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Description of requirements – International Tender for the Provision of Light vehicles rental services, Ref. TIG-ZZ8-24910-Light Vehicles Service**

* **Prices must be expressed in USD and include all taxes and fees.**
* Price offered should be valid for a period of three months (90 calendar Days).
* Price should be inclusive of all taxes.
* Working Location: All areas in Tigray Region
* Please indicate on separate sheet if your specification is different compared to the table below.
* Days refers to 24hrs over one single calendar day.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| S.N | Vehicles Type & Descriptions | Year of Manufacturing | QTY | Unit Price per day with VAT, Driver & any related taxes, without fuel (In USD) |
| **1** | 4WD Long wheelbase (Mark 2) (with driver and without fuel) 8 sit, | 2011 and above | 1 |  |
| **2** | 4WD Long wheelbase (Long base), Engine 1HZ, Model HZJ 78 (with driver and without fuel) 10 sit, | 2011 and above | 1 |  |
| **3** | 4WD Long Wheelbase single Pick-up, (with driver and without fuel), | 2011 and above | 1 |  |
| **4** | 4WD Long wheelbase Double Cap (with driver and without fuel), | 2011 and above | 1 |  |
| **5** | Minibus 15 and above seat capacity (with driver and without fuel), | 2011 and above | 1 |  |
| **6** | Minibus 25 and above seat capacity (with driver and without fuel), | 2011 and above | 1 |  |
| **7** | Double Cab with capacity of 4 seat and above 500KG caring of materials with driver and without fuel. | 2011 and above | 1 |  |
| **8** | 4WD Long wheelbase (105), (with driver and without fuel) 5 sit, | 2011 and above | 1 |  |
| **9** | King cap, with a capacity of 2 seats with 500 KG, caring of materials with driver and without fuel, | 2011 and above | 1 |  |

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

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

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_- STAMP OF SUPPLIER:**

**I confirm that my bid has a validity of 90 days.**

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 4 - 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 with the provisions of this Contract.

**III. OBLIGATIONS**

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

**IV. ACCEPTANCE AND ACKNOWLEDGEMENT**

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

**V. WARRANTY**

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

**VI. INSPECTION**

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

**VII. EXPORT LICENCE**

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

**VIII. OFFICIALS NOT TO BENEFIT**

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

**IX FORCE MAJEURE**

For the purposes of this Contract, force majeure means any act of God, act of war, civil disturbance, explosion, fire, any law or action taken by a government or public authority or other exceptional event which is unforeseeable in the circumstances, which cannot be overcome and which prevents, hinders or delays either party from performing any of its obligations under this Contract. As soon as possible and in any event within five (5) working days after the occurrence of a force majeure event, the affected party shall give notice and full particulars to the other party in writing. The affected party shall not be in breach of this Contract nor liable for delay in performing its obligations under this 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, tradename or trademark. 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.

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

Appendix 5. Supplier Code of Conduct

In this Supplier Code of Conduct, reference to GOAL will include reference to GOAL in Ireland, GOAL (International) in the UK, GOAL US Fund in the US and all GOAL branches and/or liaison offices, as well as other entities established in programme countries from time to time (together, hereinafter referred to as “GOAL”). This Supplier Code of Conduct should be read in conjunction with the relevant contract entered into between the Supplier and GOAL (“Contract”), GOAL’s Terms and Conditions for Contracts for Procurement of Goods or Services (as applicable), and any other GOAL policy which GOAL may send the Supplier from time to time during the Contract.

Each supplier of GOAL (“Supplier”) is expected to comply with the following Supplier Code of Conduct and is responsible for requiring its employees and any subsidiary, subcontractor and any other third party that the Supplier may use to carry out its obligations under a contract entered into with GOAL (together, “Third Parties”) to abide by this Supplier Code of Conduct, and to provide a copy of this Supplier Code of Conduct to those entities and individuals.

The Supplier Code of Conduct applies to all Suppliers who are requested by GOAL to sign it and all Third Parties who must confirm that they uphold its standards as far as applicable to their status. GOAL recognises that reaching some of the standards in this Supplier Code of Conduct is a dynamic, continuous process and encourages Suppliers to continually improve their workplace conditions and ensure they have adequate systems and controls in place to monitor Third Parties to ensure compliance with this Supplier Code of Conduct. In line with the size and nature of their business, GOAL expects the Supplier to have management systems in place to support compliance with laws, regulations, and the expectations related to or addressed expressly within this Supplier Code of Conduct. GOAL encourages Suppliers to implement their own written code of conduct.

1. **RESPECT FOR HUMAN RIGHTS**

The Supplier represents and warrants that neither it nor any Third Party violates the fundamental human rights as set out in the International Human Rights instruments adopted by Ethiopia and The African Charter on Human and Peoples’ Rights, 1981 (as may be amended from time to time) including all protocols to the convention.

The Supplier represents and warrants that it will have respect for all fundamental human rights and, in particular, it will respect the dignity and worth of all persons including respect for the equal rights of men and women.

The Supplier undertakes that it and any Third Party will not discriminate directly or indirectly on the grounds of gender, marital status, family status, sexual orientation, religion, age, disability, race, political affiliation, social status, or membership of an ethnic community.

1. **ILLEGAL ACTIVITY**

The Supplier represents and warrants that neither it nor any Third Party are engaged in any sort of illegal activities.

The Supplier represents and warrants that neither it nor any Third Party will excuse or ignore or participate in any corrupt, fraudulent, exploitative, or unethical activities. This includes but is not limited to the trafficking of people, participating in any armed, political, or religious conflict, dealing in illegal drugs, gems or arms or using the services of a sex worker.

The Supplier represents and warrants that neither it nor any Third Party will be under the influence of alcohol or drugs, which includes illegal drugs and misused prescription medication, while engaged by GOAL under a Contract and will be fit to carry out its responsibilities and obligations under that Contract.

1. **ANTI-CORRUPTION, ANTI-BRIBERY, ANTI-FRAUD, ANTI-MONEY LAUNDERING & CONFLICT OF INTEREST**

GOAL has zero tolerance for corruption, bribery, fraud, and money laundering.

The Supplier and each Third Party shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anti-corruption, anti-fraud and anti-money laundering in the county of supply and other applicable laws including but not limited to the Irish Criminal Justice (Money Laundering and Terrorist Financing Act 2010), the Irish Criminal Justice (Corruption Offences) Act 2018, the UK Bribery Act 2010, the UK Proceeds of Crime Act 2002, the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the UK Terrorism Act 2000, the United States Foreign Corrupt Practices Act 1977 and the United States Anti-Money Laundering Act 2020, as may be amended from time to time) (together the “Relevant Requirements”).

Corruption includes benefiting from gifts, advantages, and sexual favours. Therefore, the Supplier and all its Third Parties shall not:

* Exchange money, employment, goods, or services for sexual activity. This includes any exchange of assistance that is due to beneficiaries of assistance.
* Engage in any sexual relationships with beneficiaries of assistance since they are based on inherently unequal power dynamics.

Any conflict of interest on the part of the Supplier or Third Party shall be immediately disclosed to GOAL. The Supplier affirms that it or any Third Party has no current or prior business, professional, personal, financial, political, family, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its responsibilities and obligations under any Contract. If any such actual or potential conflict of interest arises under any Contract, the Supplier shall immediately inform GOAL in writing of such conflict.

1. **TERRORISM**

The Supplier represents and warrants that neither it nor any of its Third Parties are engaged in any transactions with, and/or the provisions of resources and support to, individuals and organizations associated with terrorism.

The Supplier represents and warrants that neither it nor any of its Third Parties are engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1,3,4 and 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

1. **ENVIRONMENT**

The Supplier represents and warrants that neither it nor any Third Party are violating any international environmental agreements.

The Supplier undertakes to support a precautionary approach to environmental challenges and not in any way cause damage, destruction, or any harm to the environment. Further, the Supplier undertakes to encourage the development and diffusion of environmentally friendly technologies and undertake initiatives to promote environmental responsibility and sustainability.

1. **MINES AND WEAPONS**

The Supplier represents and warrants that neither it nor any Third Party are actively and directly or indirectly engaged in patent activities, development, assembly, production, trade, or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of anti-personnel mines.

The Supplier represents and warrants that neither it nor any Third Party are actively and directly or indirectly engaged in patent activities, development, assembly, production, stockpiling, trade, or manufacture of weapons including but not limited to firearms, chemical weapons, biological weapons, and nuclear weapons.

1. **CHILD AND ADULT SAFEGUARDING**

The Supplier represents and warrants that it and all its Third Parties are protecting all people from abuse and exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

Specifically, the Supplier and all its Third Parties will not:

* Engage in sexual activity with anyone under the age of 18, regardless of the age of consent locally (mistaken belief of age being no defence).
* Sexually abuse or exploit children.
* Subject a child to physical, emotional, or psychological abuse, or neglect.
* Engage in any commercially exploitative activities with children including child labour or trafficking.
* Sexually abuse or exploit vulnerable adults.
* Subject a vulnerable adult to physical, emotional, or psychological abuse, or neglect.

1. **CHILD PROTECTION**

The Supplier represents and warrants that neither it, nor any Third Party are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

The Supplier represents and warrants that it and all its Third Parties will comply with this requirement, and that it will raise any concerns or suspicions they have, actual or perceived, of any breach of this clause directly to GOAL.

1. **FORCED LABOUR**

The Supplier represents and warrants that employment is freely chosen and neither it nor any Third Party are using any form of forced, bonded or compulsory labour.

1. **WORKING CONDITIONS**

The Supplier represents and warrants that neither it nor any Third Parties are allowing working conditions that violate the Convention on Occupational Safety and Health from 1981 including the Protocol from 2002, the Convention on Minimum Wage Fixing from 1970 and the Conventions on Hours of Work of the International Labour Organization (ILO) (as may be amended from time to time).

The Supplier represents and warrants that it and all its Third Parties are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace by either their fellow workers or their managers, and that the rights of staff to freedom of association and collective bargaining are respected.

1. **DISCRIMINATION IN WORKING CONDITIONS**

The Supplier represents and warrants that neither it nor any Third Party are discriminating any of its workers regarding race, colour, gender, language, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, age, disability, or other distinguishing characteristics.

The Supplier represents and warrants that neither it nor any Third Party are making employment-related decisions, from hiring to termination and retirement which are not based only on relevant and objective criteria.

1. **TRANSPARENCY, HONESTY, INTEGRITY AND ACCOUNTABILITY**

The Supplier represents and warrants that it and any Third Party shall uphold the highest standards of integrity, honesty and transparency.

The Supplier undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of GOAL for GOAL to examine any alleged breach of this Supplier Code of Conduct.

1. **HUMAN TRAFFICKING & MODERN SLAVERY**

The Supplier and each Third Party shall comply with all applicable human trafficking and anti-slavery laws, statutes, regulations, and conventions in force and the Supplier warrants that it has instructed its named personnel, staff, employees, and all its Third Parties to refrain from engaging in human trafficking and/or forced labour. The failure of the Supplier to investigate allegations of human trafficking for whatever purpose, including forced labour, against its staff or related to its activities or to take corrective action when any allegations have been proven to have occurred shall entitle GOAL to end the Contract immediately and without penalty upon notice to the Supplier, at no cost to GOAL.

Suppliers and their employees, and Third Parties (including labour recruiters, brokers, and agents) shall not:

* Engage in 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, 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; or use recruiters who do not comply with local labour law
* Charge recruitment fees to employees or potential employees
* Fail to provide or pay for return transportation at the end of employment for employees who are not nationals of the country and were brought into the country for the express purpose of working on a GOAL contract or subcontract, unless that individual is legally permitted to and chooses to remain, or the employer is exempted from this requirement in writing by GOAL
* Where applicable, fail to provide or arrange housing that fails to meet national standards for housing and safety
* Fail to provide an employment contract, recruitment agreement or other required work document in writing, in a language the employee understands, as required by law.

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

1. **WHISTLEBLOWING AND REPORTING**

The Supplier represents and warrants that it and any Third Party shall raise any genuine concerns about actual or perceived wrongdoing by GOAL staff members, board members, partners of GOAL, other suppliers, contractors, volunteers, and communities.

GOAL also expects each Supplier to provide their own employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. We expect each supplier to take action to prevent, detect, and correct any retaliatory actions. If the Supplier does not have its own reporting mechanism then it should provide their employees with GOAL’s email address: [speakup@goal.ie](mailto:speakup@goal.ie) to raise any legal or ethical issues or concerns; or through the externally managed hotline, Safecall: [www.safecall.co.uk/report](http://www.safecall.co.uk/report), [goal@safecall.co.uk](mailto:goal@safecall.co.uk)., **+44 191 5167764**

1. **BREACH**

Any breach of the representations and warranties of this Supplier Code of Conduct will be considered as gross misconduct and abusive behavior, which cannot be tolerated. As such, GOAL will have the right to withhold payment and postpone the goods or services (as applicable) to be provided under the Contract to enable GOAL to undertake a thorough investigation of any alleged breach of any representation, warranty or undertaking given by the Supplier or Third Party of this Supplier Code of Conduct. Upon the outcome of the investigation, GOAL will inform the relevant Supplier of its findings and will either (i) continue the Contract making such necessary amendments to the Contract as may be required to strengthen the terms of the Contract; or (ii) terminate the Contract with the Supplier immediately at no cost to GOAL. Upon such termination, GOAL reserves the right to make no payment of remaining sums due under the Contract (even when goods or services have been supplied), in instances where GOAL has found that the Supplier or Third Party has breached a representation, warranty or undertaking under this Supplier Code of Conduct.

This Supplier Code of Conduct is hereby acknowledged and agreed by:

|  |  |
| --- | --- |
| On behalf of | *insert supplier name* |
| Name |  |
| Signature |  |
| Date |  |
| Place |  |