Invitation to Tender (ITT)-National tender-for  Supply of Fuels for the offices of Ulang and Nasir



**Invitation to Tender (ITT) – NATIONAL TENDER - for Supply of fuel for Ulang and Nasir offices**

**Starting November 2024 to October 2027 under three (03) Years FWA**

**REF: ULN-ZZ6-28485 and ULN-ZZ6-28535**

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

# About GOAL

Established in 1977 GOAL is an international humanitarian and development agency committed to working with communities to achieve sustainable and innovative early response in crises and to assist them to build lasting solutions to mitigate poverty and vulnerability. GOAL has worked in over 60 countries and responded to almost every major humanitarian disaster. We are currently operational in 14 countries globally. For more information on GOAL and its operations please visit <https://www.goalglobal.org/>.

GOAL has been working in South Sudan since 1985 with a focus on health, nutrition, WASH, food security and livelihoods and registered with Relief & Rehabilitation Commission (Registration #67). GOAL South Sudan is implementing programmes in Ulang and Renk in Upper Nile State, Twic, in Warrap State, Abyei Special Administrative Area and Kajo Keji in Central Equatorial State. GOAL South Sudan is funded by a number of donors, including Irish Aid, ECHO, WFP, UNICEF, WHO, Bank of Ireland, and South Sudan Humanitarian Fund (SSHF).

# Proposed Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date, year, time, and time-zone** |
| 1 | ITT published | 24th September, 2024 |
| 2 | Closing date for clarifications | 8TH October 2024 at 17:00 hrs Khartoum Time |
| 3 | Closing date and time for receipt of Tenders | 16th Oct 2024 at 17:00 hrs Khartoum Time |
| 4 | Tender Opening Location | GOAL Head office, Juba Located at Juba Na Bari, Tongping |
| 5 | Tender Opening Date and time | 17th Oct 2024 at 11:00hrs Khartoum Time |
| 6 | Contracting Period | November 2024 |

# note; ALL BIDDERS ARE INVITED FOR THE TENDER OPENING AS SCHEDULED ABOVE.

# Overview of requirements

## 3.1 Supply Specification

GOAL invites prospective suppliers/bidders to submit their offers for the 3-years FWA for the supply of Fuel for the offices of Ulang and Nasir.

Bidders can submit offers for Lot A or Lot B or both lots.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Lot #** | **Purchase Request #** | **Procurement Description** | **Field office** | **Target contracted Period** |
| Lot A | ULN-ZZ6-28485 | Supply of petrol fuel for boats and quadbikes. | Ulang | Three Years |
| ULN-ZZ6-28535 | Supply of diesel fuel for the generator | Ulang | Three Years |
| Lot B | ULN-ZZ6-28485 | Supply of petrol Fuel for boats | Nasir | Three Years |
| ULN-ZZ6-28535 | Supply of fuel diesel the generator | Nasir | Three Years |

# Type of Contract – Framework Agreement (FWA)

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

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

To participate in the FWA, respondents will need to be successful in this tender exercise. When an FWA is established with a supplier, the purchasing mechanism will be based on Purchase order and fuel voucher- so when GOAL requires a supply a purchase order/Fuel voucher will be sent to supplier to contract each specific order and confirm terms. Each Purchase order/Fuel voucher shall be be an individual contract based on the agreed terms in the FWA.

The winning tenderer(s) will be required to enter into a Framework Agreement with GOAL for provision of **Fuel** under three (03) years FWA on the conditions set out into this ITT Terms of Reference (Appendix 2), Financial offer (Appendix 3), GOAL Standard Terms and Conditions (Appendix 4), Supplier Code of Conduct (Appendix 5) and other documents which form the Response Format.

In case of establishing a multi-supplier Framework Agreement the purchasing mechanism will be based on a rotation or priority system, with individual orders placed according to GOAL’s internal priorities at the time of order.

# Terms of the Procurement

## Procurement Process

* + 1. This invitation to tender (ITT) is under an **open international tender**, the basic requirements with which proposals must comply with are detailed in section 5 of this ITT.
    2. This competition is being conducted under GOAL’s Open International Tender Procedure.
    3. The Contracting Authority for this procurement is GOAL.

## Clarifications and Query Handling

* + 1. 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.
    2. Requests for additional information or clarifications can be made up to 5 working days (as outlined in section 2-Proposed timelines) before the deadline, and no later. Any queries about this ITT should be addressed in writing to GOAL via email on [clarifications@goal.ie](mailto:clarifications@goal.ie) and answers shall be collated and published online at <https://www.goalglobal.org/tenders> in a timely manner.

## Conditions of Tender Submission

* + 1. Tenders must be completed in English.
    2. Tenders must respond to all requirements set out in this ITT and complete their offer in the Response Format outlined in section 7.
    3. Failure to submit tenders in the required format will, in almost all circumstances, result in the rejection of the bid.
    4. 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.
    5. Tenders must detail all costs identified in this ITT. Additionally, tenders must detail any other costs whatsoever that could be incurred by GOAL in the usage of services and/or the availing of options that may not be explicitly identified/requested in this ITT. Tenderers’ attention is drawn to the fact that, in the event of a Contract/ Framework Agreement being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.
    6. 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.
    7. 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.
    8. 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.
    9. GOAL is under no obligation to accept the lowest or any other bid received in response to this tender and reserves its right to reject any or all the bids(part/full) including incomplete bids without assigning reason whatsoever.
    10. GOAL reserves the right to split the award of this contract between different bidders in any combination it deems appropriate, at its sole discretion.
    11. The tenderer 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 envisioned engagement of sub-contractor/s into this contract shall be included in tenderer’s bid.
    12. GOAL reserves the right to refuse any subcontractor that is proposed by the Supplier.
    13. GOAL reserves the right to negotiate with the Supplier who has submitted the lowest Bid that fully meets the technical requirements, for the purpose of seeking revisions of such Bid to enhance its technical aspects and/or to reduce the price.
    14. 4.3.14 Information supplied by respondents will be treated as contractually binding. However, GOAL reserves the right to seek clarification or verification of any such information.
    15. GOAL reserves the right to terminate this competition at any stage.
    16. Unsuccessful tenderers will be notified.
    17. 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.
    18. This document is not construed in any way as an offer to contract.
    19. GOAL and all contracted suppliers must act in all its procurement and other activities in full compliance with donor requirements. Any contract(s) that arise from this ITT may be financed by multiple donors and those donors and/or their agents have rights of access to GOAL and/or any of its suppliers or contractors for audit purposes. These donors may also have additional regulations that it is not practical to list here. Submission of an offer under this ITT assumes Service Provider acceptance of these conditions.
    20. **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.
    21. GOAL requires all contracted suppliers and sub-contractors to observe the highest standard of ethics during the procurement process, selection and contract execution of goal’s contracts, and refrain from fraud and corruption. GOAL has zero tolerance for fraud, bribery or corruption in any form and will reject any bids if the organization determines that the bidding company, any of its personnel, or its sub-contractors, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

## Quality Control

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

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

Sub-contracting: note section 3 in GOAL Standard Terms and Conditions. GOAL may choose to visit vendors, including sub-contractors (if any) as per of the evaluation process.

## Submission of Tenders

Tenders must be delivered in the following way:

1. Electronically with your offers in same email to [tender@ss.goal.ie](mailto:tender@ss.goal.ie) and in the subject field state:
2. **ULN-ZZ6-28485 and ULN-ZZ6-28535 Fuel supply for the offices of Ulang and Nasir under three (3) Year-FWA**
3. **Name of your company with the title of the attachment when applying as a company.**
4. **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.

Links to share drives will not be accepted unless it is necessary due to file size. All documents submitted via links to shared drive must not be modified after the closing date and time for the receipt of bids (timestamp must clearly indicate that they haven't been modified). Documents submitted via links to a shared drive that have been modified after the closing date and time will not be accepted.

1. Physical bids - If electronic bid submission is not possible, please submit in a sealed envelope marked “**ULN-ZZ6-28485 and ULN-ZZ6-28535 Fuel Supply For Ulang and Nasir Offices”** with the words ‘*not be opened before the deadline of 10th Oct 2024 at 17:00Hrs* South Sudan Local Time *by the tender committee’* with your financial and technical offers inside one envelope marked as Financial Offer and Technical Offer.

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

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

## Tender Opening Meeting

Tenders will be opened as per the section 2 at the following location:

GOAL Office

Locate at Juba, South Sudan, Juba Na Bari,Tongping

One authorised representative of each tenderer may attend the opening of the bids. Tenderers 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: [tender@ss.goal.ie](mailto:tender@ss.goal.ie).

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

# Evaluation Process

## Evaluation stages

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

|  |  |  |
| --- | --- | --- |
| **Phase #** | **Evaluation Process Stage** | **The basic requirements with which proposals must comply with** |
| *The first phase of evaluation of the responses will determine whether the tender has been submitted in line with the administrative instructions and meets the essential criteria. Only those tenders meeting the essential criteria will go forward to the second phase of the evaluation.* | | |
| 1 | **Administrative instructions** | 1. **Closing Date:**   Proposals must have met the deadline stated in section 2 of these Instructions to Tenderers, or such revised deadline as may be notified to Tenderers by GOAL. Tenderers must note that GOAL is prohibited from accepting any proposals after that deadline.   1. **Submission Method:**   Proposals must be delivered in the method specified in section 4.5 of this document. GOAL will not accept responsibility for tenders delivered by any other method. Responses delivered in any other method may be rejected.   1. **Format and Structure of the Proposals:**   Proposals must conform to the Response Format laid out in 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.**   1. **Confirmation of validity of your proposal:**   The Tenderers must confirm that the period of validity of their proposal is not less than 90 (ninety) days. |
| **2** | Exclusion criteria | **N/A** |
| **3** | **Essential Criteria** | **Minimum mandatory requirements of specifications or contract performance.**   1. Company registration certificate in the Republic of South Sudan. 2. Valid certified copies of licenses required for operating in Ulang / Nasir. 3. Registration with the local authorities, trade, and company unions in Ulang / Nasir. 4. Company profile indicating ownership / Registration of the company in South Sudan. 5. Details of previous experience in operating a fuel supply company or dealing in fuel supply 6. Evidence of providing similar services to at least three credible customers of organisational nature. Copies of contracts, purchase orders or recommendation letters to be provided. |
| *Each bid that conforms to the Exclusion and Essential Criteria will be evaluated according to the Award Criteria*  *given below by GOAL.* | | |
| **4** | **Award Criteria** | Tenders will be awarded marks under each of the award criteria listed in this section to determine the most economically advantageous tenders.  (Price – 80%, Proof of Quality – 10% and Delivery – 10%) |
| **5** | **Due Diligence Checks** | Successful bidder/s will be screened in line with Anti-Terrorism and Sanction checks. GOAL will not contract with bidders who do not pass those checks as per clause 5.3.20 of this document. References and other checks will be completed, and quality assessed. In-depth review of financial accounts and other documents submitted will be completed; bidder is judged to have requisite financial stability and legal status. |

## Tender Evaluation

GOAL will convene an evaluation team which may include members of the Finance, Logistics, Programmes, Donor Compliance and Internal Audit.

During the evaluation period clarifications may be sought by e-mail from tenderers. Clarifications may include testimonials from customers in support of particular aspects of a tender, whether such aspects are contained in the original submission or in subsequent responses to requests for clarification. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the tenderer 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

|  |  |
| --- | --- |
| **1.0 Quality/Technical (10%)** | **Score** |
| * 1. The Supplier must describe in its proposal its quality control arrangement to ensure the quality of fuel that will be delivered at Ulang and Nasir offices. | 10% |
| 1. **Delivery (10%)** |  |
| * 1. The bidder shall indicate the maximum lead time for delivering he fuel once an order is made by GOAL. | 10% |
| **3.0 Price (80%)** |  |
| 3.1. Price | 80% |
| **Total** | **100%** |

All prices must be in USD and a comprehensive and clear breakdown of prices must be shown as part of the financial offer- any transport fees, taxes, customs charges, component parts, packing fees etc. must be shown separately.

Prices offered will be evaluated on full cost basis (including all fees and taxes). During the analysis of bids, if bids were not submitted in the required currency, we will convert all bids in USD at the InforEuro rate for the date of bid opening. (See <http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/index_en.cfm> )

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

Score = points available x (lowest price offered/ bidder offer price)

**ALL FINANCIAL OFFERS MUST BE MADE ON THE BASIS OF ‘BEST AND FINAL OFFER’.**

# Response Format

All proposals must conform to the response format laid out below.

By responding to this ITT, each Tenderer is required to accept the terms and conditions of this ITT. 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 registration certificate to operate in the Republic of South Sudan | Submit copies, scan and save as ‘Registration’ | Submit copies |  |
| 3 | Tax compliance- Tax registration/tax | Submit copies, scan and save as Taxes | Submit copies |  |
| 4 | Valid Trading license | Submit copies, scan and save as ‘ Trade licence’ | Submit copies |  |
| 6 | Have established operational office(s) in South Sudan | Submit Proof of documentation and save as ‘Area(s) of operation | Submit copies |  |
| 8 | Certificate/Evidence of Quality Assurance | Submit copies, scan and save as ‘’ Certificate/Evidence of Quality Assurance” | Submit copies |  |
| 9 | Appendix 1 Company Information | Complete, sign & stamp, scan and save as ‘company information’ | Complete, sign, stamp and submit. |  |
| 10 | Appendix 2 – Technical Specifications/Terms of Reference signed | Complete, sign & stamp, scan and save as ‘Technical specifications’ | Complete, sign, stamp and submit. |  |
| 11 | Appendix 3 – Financial Offer filled and signed | Complete, sign & stamp, scan and save as ‘Financial Offer’ | Complete, sign, stamp and submit. |  |
| 12 | Appendix 4 – GOAL Terms and Conditions for Purchase of Goods. | Complete, sign & stamp, scan and save as ‘GOAL Terms & Conditions for purchase of Goods’ | Complete, sign, stamp and submit. |  |
| 13 | Appendix 5 - Sample FWA Contract | Submit copies, scan and save as ‘GDPR’ | Submit copies |  |
| 14 | Appendix 6 Supplier Code of Conduct | Submit copies, scan and save as ‘GOAL Supplier Code of Conduct’ | Submit copies |  |

**Appendix 1 – COMPANY INFORMATION**

|  |  |  |
| --- | --- | --- |
| Company Name |  | |
| Registered address of the prime Tenderer |  | |
| Year Established |  | |
| Please state the name of any other persons/organisations (except your company) who will benefit from this contract (GOAL compliance matter) |  | |
| Parent company |  | |
| Ownership |  | |
| Do you have associated companies? Tick relevant box. If YES – provide details for each company in the line below. | Yes/No | |
|  | |
| Associated company details (if applicable) |  | |
| If successful, do you agree to work under GOAL’s Terms and Conditions of contract (attached as Appendix 4). | Yes/No | Comments/Attachments |
|  |  |
| If successful, do you agree to sign the contract as per GOAL’s contract template (attached as Appendix 5) | Yes/No | Comments/Attachments |
|  |  |
| If successful, do you agree to abide by GOAL’s Supplier code of conduct for the delivery of goods/services/works?  (attached as Appendix 6) | Yes/No | Comments/Attachments |
|  |  |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| 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 UGX** | **Offered Goods Turnover USD** |
| **2023** |  |  |
| **2022** |  |  |
| **2021** |  |  |

***Note that wining bidder/s will be required to submit further information as part of supplier registration process before finalisation of contract award.***

|  |
| --- |
| By submitting a bid under this Invitation to Tender (ITT) ULN-ZZ6-28485 and ULN-ZZ6-28535, the bidder hereby asserts that the following statements are correct at the time of submission; and further undertakes to inform GOAL of any changes in status of these matters. |
| The bidder is not bankrupt or is being wound up, neither are its affairs are being administered by the court nor has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulation.  The bidder is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.  Neither the bidder, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata nor been guilty of grave professional misconduct in the course of their business.  The bidder has fulfilled all its obligations relating to the payment of taxes or social security contributions in Ireland or any other state or country in which the tenderer is located or doing business.  Neither the bidder, a Director or Partner has been found guilty of: fraud, money laundering, corruption; convicted of being a member of a criminal organisation; nor of serious misrepresentation in providing information to a public buying agency  The bidder has not contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.  That all data subjects have specifically consented to the use and storage of their data by GOAL for the purpose of analysing the bids and awarding a contract under this tender; and further understood that the personal data may be shared internally within GOAL and externally if required by law and donor regulations; and may be stored for a period of up to 7 years from the award of contract. |

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

I confirm that the bid 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 Invitation to Tender; and that there are no other costs associated. 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 2 – TERMS OF REFERENCE – TECHNICAL OFFER**

**TERMS OF REFERENCE - FOR INITIATING A FWA FOR SUPPLY OF DIESEL & PETROL FUELS FOR ULANG AND NASIR OFFICES BOATS, QUADBIKES AND GENERATORS**

# 1.Summary of Requirements

|  |  |
| --- | --- |
| **Requirement** | Supply of diesel and petrol fuel for Boats, Quadbikes and Generators |
| **Fuel Type** | Clean Diesel and Petrol |
| **Location** | GOAL Ulang and Nasir Field Offices |
| **Duration** | 36 months |
| **Start date** | 1st  August 2024 to 31 July 2025 or as shall be stated in the FWA |
| **GOAL Contract person** | Area Programme Operations Coordinator - Ulang |
| **Date:** | 1. May 2024 |

# 2.REQUIREMENTS

GOAL South Sudan Ulang Field Office, (hereinafter referred as GOAL) seeks to invite a reputable fuel supply company to provide/ supply clean diesel and petrol for its boats, quadbikes, and generators in Ulang and Nasir.

The successful service provider shall perform the required services in line with GOAL South Sudan standards in high level of quality and shall follow all directives as defined by this ToR.

To qualify for this requirement, the prospective Supplier should be registered with the Ulang/ Nasir local authorities, registered with the Trade Union and Company Union in Ulang and have a system and experience in supplying of fuel to Non-Governmental Organizations or other related entities. Fuel shall be supplied at both GOAL Ulang and Nasir field offices as shall be requested by GOAL from time to time.

The contract for the fuel supply will be under the direct supervision of GOAL Area Programme Operations Coordinator (APOC), Ulang.

The Supplier will undertake the following:

1. Deliver fuel at GOAL office in Ulang and Nasir as shall be requested from time to time using a purchase order.
2. Provide invoices monthly as per the consumption of the period.
3. Maintain the fuel price as per the framework agreement.

# 3.OBJECTIVE AND TARGETS

The main objective is to ensure prompt, effective and efficient supply of fuel diesel and petrol to GOAL Ulang and Nasir field offices for boats, quadbikes and generators whenever needed basing on the issued purchase order. All fuel supply shall be delivered at GOAL Ulang and Nasir offices.

# 4.FUEL AND COST ESTIMATES

Fuel cost will be determined and agreed at contracting level between GOAL and the successful bidder.

# 5.DELIVERABLES

A framework agreement (FWA) will be the agreement to establish terms governing orders that may be issued during the period of the FWA. GOAL, as contracting authority, does not guarantee any volume of orders under FWAs as all purchases will be based on the needs and activities of GOAL.

The FWA will set prices for the duration (prices are set initially for 12 months with the possibility to review performance and renew on an annual basis). Prices and the quality of the service received will be reviewed jointly on an annual basis by GOAL and the suppliers for supply quality assurance and market value check.

# 6 DELIVERIES OF FUEL

1. GOAL shall issue a purchase order to reflect the quantity of fuel to be delivered at the office for boats, quadbikes, and generators at both Ulang and Nasir field offices. The service provider shall deliver fuel at GOAL Ulang and Nasir offices under the direction of the Area Programme Operations Coordinator or designate.
2. The Supplier to ensure, at best, to have an uninterrupted provision of fuel to GOAL.

# *7.MODE OF DELIVERY*

The successful Supplier shall supply fuel at GOAL Ulang and Nasir offices for boats, quadbikes, and generators in the following manner:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Delivery Points** | **Unit** | **Quantity** | **Unit Price** | **Total Price** | **Documentation at the time of dispensing fuel** |
| GOAL Ulang office | Liter | As per GOAL fuel purchase order duly approved by the Area Programme Operations Coordinator / Systems Director | As per agreement | Quantity x Unit price=Total price | Purchase Order |
| GOAL Nasir office | Liter | As per GOAL fuel purchase order duly approved by the Area Programme Operations Coordinator / Systems Director | As per agreement | Quantity x Unit price=Total price | Purchase Order |

# *8*.QUALITY CONTROL & ASSURANCE, ENVIRONMENTAL & SAFETY MANAGEMENT.

1. The Supplier must describe in its proposal its Quality Control Program to ensure the quality of fuel sold at its fuel station.
2. GOAL shall have the right during the contract to undertake periodic review of the Supplier’s performance and the effectiveness of the fuel supply.
3. As may be requested by GOAL, the Supplier shall provide the Certificates of Conformity or Quality Certification for fuel sold at its fuel station in accordance with recognized international industry standards.
4. The Supplier shall carry out quality control inspections of products supplied and delivered to GOAL in accordance with procedures, standards and frequencies recommended and commonly applied in the petroleum industry.
5. The Supplier shall render its services in strict compliance with the environmental laws, health, and safety standards and other applicable or relevant laws of the Government of South Sudan. The Supplier shall fully adhere to the laws, including any implementing rules and guidelines, of South Sudan as regards the operation of a fuel station.
6. The supplier shall provide fuel that conforms to international standards and specifications that are accepted and maintained by the industry and major petroleum companies.
7. Any damage resulted from the quality of fuel provided by the supplier will be the supplier’s liability.
8. Fuel meters used by the Supplier should be calibrated and certified in accordance with international standards or best practices as may be applicable in South Sudan and acceptable to GOAL. The frequency of the calibration should be done at least once every six (6) months. As may be requested by GOAL, the Supplier shall provide copies of such certificates to provide evidence that calibration of all meters used in its operation have been done accordingly.

# *9.LIQUIDATED DAMAGES*

It is the responsibility of the Supplier to notify GOAL in advance (minimum of 7 days’ notice) before any fuel shortage that may occur in such a way to avoid any lack of fuel and enable effective planning from GOAL side. In case the Supplier is not able to supply fuel where no prior notification was given, GOAL at its own discretion may consider it as a performance failure.

# 10.ELIGIBILITY AND ESSENTIAL CRITERIA

The successful supplier MUST present/possess the valid copies of the following legal and competency documents:

The successful supplier MUST present/possess the valid copies of the following legal and competency documents:

1. Company registration certificate in the Republic of South Sudan.
2. Valid certified copies of licenses required for operating in Ulang / Nasir.
3. Registration with the local authorities, trade, and company unions in Ulang / Nasir.
4. Company profile indicating ownership / Registration of the company in South Sudan.
5. Details of previous experience in operating a fuel supply company or dealing in fuel supply
6. Evidence of providing similar services to at least three credible customers of organisational nature.

# 11.AWARD CRITERIA

# The contract for the supply of diesel will be awarded based on the following criteria:

1. Price=80%
2. Delivery =10%
3. Quality of diesel (test certificate and quality control program) =10%

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

**APPENDIX 3: FINANCIAL OFFER**

**FUEL REQUIREMENT FOR ULANG AND NASIR**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Lot #** | **Purchase Request #** | **Procurement Description** | **Delivery Location** | **Price per Litre (USD)** |
| Lot A | ULN-ZZ6-28485 | Supply of petrol fuel for boats and quadbikes. | Ulang GOAL office |  |
| ULN-ZZ6-28535 | Supply of diesel fuel for the generator | Ulang GOAL office |  |
| Lot B | ULN-ZZ6-28485 | Supply of petrol Fuel for boats | Nasir GOAL office |  |
| ULN-ZZ6-28535 | Supply of diesel fuel for the generator | Nasir GOAL office |  |

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

**APPENDIX 4: GOAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS**

1. SCOPE AND APPLICABILITY

These Terms and Conditions for Contracts for Procurement of Goods apply to all deliveries of goods made to GOAL notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from the Supplier. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

1. LEGAL STATUS

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

1. SUB-CONTRACTING

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

1. OBLIGATIONS

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

1. ACCEPTANCE AND ACKNOWLEDGEMENT

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

1. WARRANTY

The Supplier warrants upon delivery and for a period of twelve (12) months from the date of delivery that goods purchased under this Contract will conform in all material aspects to the applicable manufacturer's specifications, government or international standard or contractually agreed standard for such goods and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Supplier.

1. CHECKS AND AUDIT

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

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

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

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

1. RULE OF ORIGIN AND NATIONALITY

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

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

1. INSPECTION & TESTING

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

1. LICENCE

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

1. FORCE MAJEURE

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

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

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

1. DEFAULT

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

1. REJECTION

In the case of goods purchased on the basis of specifications or samples or both, GOAL shall have the right to reject the goods or any part thereof if they do not conform with the specifications of the Contract in the opinion of GOAL or is not delivered in due time.

GOAL shall have the right to reject the goods in the event that the packing is not in accordance with the terms of the Contract.

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

Goods or any part thereof in GOAL's possession which have been rejected by GOAL must be removed at the Supplier's expense within such period as GOAL may specify in its notice of rejection.

After such notice has been dispatched to the Supplier, the goods or any part thereof will be held at the latter's risk. Should the Supplier fail to remove the goods as required by the notice of rejection, GOAL may dispose of them, without any liability to the Supplier whatsoever, in such manner as it deems fit

1. AMENDMENTS

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

1. ASSIGNMENTS & INSOLVENCY

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

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

1. PAYMENT

The Supplier shall invoice GOAL and the terms of payment shall be thirty (30) working days after presentation of a legal invoice and signed waybill or other documents showing delivery has been made.

1. INDEMNIFICATION

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

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

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

1. DATA PROTECTION

The Supplier hereby acknowledges that it shall comply with all applicable requirements of The General Data Protection Regulation (EU 2016/679); The Data Protection Acts 1988-2018; and The E-Privacy Directive 2002/58/EC, as amended from time to time (the “**Data Protection Legislation**”) should Personal Data be accessed, viewed or in any way Processed by the Supplier. If during the term of the Contract it is contemplated that the Supplier will Process Personal Data, the Supplier shall only engage in such Processing where a data processing agreement has been put in place. GOAL reserves the right to rescind any Contract should the Supplier’s data protection and security procedures be considered (in GOAL’s sole opinion) non-compliant with the Data Protection Legislation. Defined terms in this clause 18 will have the meaning set out in the Data Protection Legislation as defined above.

1. CONFIDENTIALITY

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

1. DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting here from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with Irish law.

1. SETTLEMENT OF DISPUTES

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

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

1. USE OF NAME, EMBLEM OR OFFICIAL SEAL

Unless authorised in writing by GOAL, the Supplier shall not advertise or otherwise make public the fact that he is a Supplier to GOAL or use the name, emblem or official seal of GOAL or any abbreviation of the name of GOAL for advertising purposes or for any other purposes.

1. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 1 percent of the Contract value per day or part thereof. The assessment will not exceed 10 percent of the contract value. GOAL has the right to deduct this amount from the Supplier’s outstanding invoices, if any. This remedy is without prejudice to any others that may be available to GOAL, including cancellation, for the Supplier’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 Supplier liable for any loss and/or damage resulted therefrom, nor shall it act as a modification of the supplier’s obligation to make future deliveries in accordance with the delivery schedule.

1. ANTI-BRIBERY/CORRUPTION

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

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

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

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

1. ANTI-PERSONNEL MINES

The Supplier 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 Supplier, at no cost to GOAL.

1. ETHICAL PROCUREMENT

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

1. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

1. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by GOAL of the goods sold under this Contract does not infringe on any patent, design, trade-name or trade-mark. In addition, the Supplier 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.

1. TITLE RIGHTS

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

1. PACKING

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

1. SHIPMENT AND DELIVERY

All goods shall be delivered to the agreed place of delivery as stated in the Contract, at the Supplier's risk of loss of or damage to the goods until delivery, unless otherwise provided for in the Contract.

1. INSURANCE

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

1. TERMINATION OF CONTRACT

Either party may cancel this Contract before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts (including purchase orders) with a total period of less than two months or fourteen days in the case of contracts with a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the Supplier shall be compensated only for the actual supplies delivered to the satisfaction of GOAL. Additional costs incurred by GOAL resulting from the termination of the Contract by the Supplier may be withheld from any amount otherwise due to the Supplier from GOAL.

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

1. 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.

1. WITHHOLDING TAX

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

1. GOVERNING LAW AND JURISDICTION

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

1. BANK GUARANTEE

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

1. ENVIRONMENTAL STANDARDS

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

* Waste Management
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability
* Sourcing and origin of raw materials
* Supply chain transparency

1. HUMAN TRAFFICKING

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

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

Should the 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.

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

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

**APPENDIX 5: SAMPLE FRAMEWORK AGREEMENT CONTRACT**

**See the attached Sample FWA Contract**

**APPENDIX 6: 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 European Convention on Human Rights from 1950 (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 GOALunder 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

GOALhas 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 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 GOALin 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 GOALfor GOALto 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 GOALto 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 GOALcontract 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 GOALto 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 GOALstaff members, board members, partners of GOAL, other suppliers, contractors, volunteers, and communities.

GOALalso 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).,

**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, GOALwill have the right to withhold payment and postpone the goods or services (as applicable) to be provided under the Contract to enable GOALto 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, GOALwill 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, GOALreserves the right to make no payment of remaining sums due under the Contract (even when goods or services have been supplied), in instances where GOALhas 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:

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