

**Invitation to Tender (ITT) (National tender)** **for** **Siting, Drilling, Test pumping, Casting and Installation of 8 Boreholes in Butaleja and 16 boreholes in Kaabong; Lot 1 & 2.**

**REF: [GB-UN6-31724]**

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| **GOAL is completely against fraud, bribery and corruption.**  **GOAL does not ask for money for bids.**  **If you have any serious concern over wrong doing please report it at**[**www.safecall.co.uk/report**](http://www.safecall.co.uk/report)**or email** [**goal@safecall.co.uk**](mailto: goal@safecall.co.uk) **. All information is treated confidentially by Safecall and you may remain anonymous if you wish** |

# 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. For more information on GOAL and its operations please visit <https://www.goalglobal.org/>.

GOAL has been working in Uganda since 1979, The GOAL Uganda country programme focuses on two of GOAL’s three strategic sectors: health (including WASH and health accountability programming) and livelihoods. GOAL Uganda mainstreams gender, and child protection across all programming. GOAL works on a district focused approach and uses a mixture of direct implementation and partnerships with local civil society organisations, private sector partners, and district local governments to give effect to our mission. GOAL Uganda is funded by a number of donors, including Irish Aid, charity water, Master Card, Norad, USAID and EKN.

# Proposed Timelines

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| --- | --- | --- |
| **Line** | **Item** | **Date, Time and Time Zone** |
| 1 | ITT published | 26th September 2024 |
| 2 | Closing date for clarifications | 10th October 2024 |
| 3 | Closing date and time for receipt of tenders | 17th October 2024 at 17:00EAT |
| 4 | Tender opening date and time | 23rd October 2024 at 11:00 EAT |

# Overview of requirements

Siting, drilling, test pumping, casting and installation of 8 Boreholes in Butaleja and 16 boreholes in Kaabong; Lot 1 & 2.

GOAL invites prospective suppliers to submit tenders that meet or exceed GOAL’s requirements as outlined in [reference Annex 1 with detailed technical requirements (TOR/Specifications/Scope of Works)];

# Type of contract

Following this procurement process, GOAL aims to sign a Works contract with the best evaluated bidder.

# Terms of the Procurement

## Procurement Process

### This competition is being conducted under GOAL's **National Tender procedure.**

### The contracting authority for this procurement is GOAL.

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

## Clarifications and Query Handling

### GOAL has taken care to be as clear as possible in the language and terms it has used in compiling this 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 before the deadline noted in section 2 above, and no later. Any queries about this ITT should be addressed in writing to GOAL via email at [Clarifications@goal.ie](mailto:Clarifications@goal.ie) with the reference **GB-UN6-31724** Clarifications and answers shall be published online at www.Goalglobal.Org/tenders in a timely manner.

## Conditions Of Tender Submission

### Tenders must be completed in English.

### Tenderers must respond to all requirements set out in this ITT and complete their bid in the response format outlined in Section 7.

### Failure to submit tenders in the required format will, in almost all circumstances, result in the rejection of the bid.

### 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. 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 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 bids 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 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.

### 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 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 of envisioned engagement of sub-contractor/s into this contract shall be included in tenderer’s bid.

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

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

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

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

### Unsuccessful tenderers will be notified.

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

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

### GOAL and all contracted suppliers must act in all its procurement and other activities in full compliance with donor requirements. Any contract(s) that arise from this ITT will be financed by Charity Water and the donor and/or their agents have rights of access to GOAL and/or any of its suppliers or contractors for audit purposes. Charity Water may also have additional regulations that it is not practical to list here. Submission of an bid under this ITT assumes Tenderer 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.

### 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 companies may be contracted by GOAL to carry out random quality inspections of work carried out by the contracted party. The cost of the quality control inspections will be covered by GOAL.

GOAL may choose to visit vendors' premises, including sub-contractors (if any) to perform additional checks as part of the evaluation process. Vendors will be notified in advance of a visit.

## Submission of Tenders

Tenders must be delivered in the following way:

1. Electronically with your financial and technical offers to [tenders@goal.ie](mailto:tenders@goal.ie) by 17th October 2024 and in the subject field state:
   1. ***Borehole Drilling-GB-UN6-31724***
   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.**

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.

**OR,**

1. Physical bids- please submit in a sealed envelope marked **[BOREHOLE DRILLING-GB-UN6-31724]** with the words ‘*not be opened before* ***[23rd October 2024]*** *by the tender committee’* with your financial and technical offers inside marked as Financial Offer and Technical Offer to the Private Tender Box at **GOAL Uganda Kampala Office, Bonge Way Plot 5448 Kiwafu Estate Kansanga** .Envelopes may be sent through postal or courier services or delivered by hand; and will be accepted during normal working hours for the country of submission. Please note that the GOAL office will not be open during weekends or public holidays.

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

## 5.6 Tender Opening Meeting

Tenders will be opened as per Section 2 Proposed Timelines above at the following location:

**GOAL Uganda-Kampala office**

**Bonge Way Plot 5448 Kiwafu Estate Kansanga Kampala - Uganda**

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 [jngobi@ug.goal.ie](mailto:jngobi@ug.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.

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 bids 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 and do not fall under any of the listed exclusion criteria will go forward to the second phase of the evaluation.* | | |
| 1 | **Administrative instructions** | 1. **Closing Date:**   Bids 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 bids after that deadline.   1. **Submission Method:**   Bids must be delivered in the method specified in section 5.5 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 Bids:**   Bids must conform to the Response Format laid out in section 7 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 bid:**   The Tenderers must confirm that the period of validity of their bid is not less than **90 (ninety) days.** |
| **2** | **Exclusion criteria** | N/A |
| **3** | **Essential Criteria** | **Minimum mandatory requirements of specifications or contract performance.**   1. Certificate of incorporation. 2. Valid trading Licence. 3. Valid Tax clearance certificate addressed to GOAL 4. VAT registration Certificate where applicable 5. Valid Drilling Permit, issued by Ministry of Water and Environment |
| *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 best value for money bids.   1. Quality-55% 2. Delivery time-10% 3. Price-35% |
| **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 is committed to the highest standards of fairness and equality across our organisation and ensures impartiality in tender evaluations. GOAL will convene a comprehensive evaluation team which may draw from diverse expertise including Finance, 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 particular aspects of a tender, whether such aspects are contained in the original submission or in subsequent responses to requests for clarification. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the tender or loss of marks. Responses to requests for clarification shall not materially change any of the elements of the tenders submitted. Unsolicited communications from tenderers will not be entertained during the evaluation period.

## Award Criteria

**Quality:**

Quality criteria that will be used for evaluation of bids is as below:

* Experience in similar borehole drilling projects: The bidder must provide at least two contracts, along with completion certificates issued by previous clients (NGOs, district local governments or government ministries) within the last three years (2021–2024). Additionally, reference letters from previous employers/clients for similar works, dated within the last three years (2021–2024), are required.
* Personnel: The bidder must provide the CVs and academic credentials for the team leader (Hydrogeologist) and the Technicians (Driller and Test Pumping Technician). The technicians should have at least 2 years of experience and hold an Ordinary Diploma in a relevant field. The Hydrogeologist must have a degree in Geology, Water Engineering, or a related field, a valid registration certificate with the Ministry of Water and Environment (MWE), and at least 5 years of experience in similar projects.
* Equipment: Provide proof of ownership or hire of equipment necessary for executing the project works in accordance with the specifications. These must include the following: a drilling rig, a 21-bar compressor, a service truck, drill bits for the specified well diameters of at least 7 inches, drilling hammers, temporary casings of at least 40 meters in length, a dipper meter, a generator, and water pumps.
* Methodology on how to deliver the task.

**Delivery time:**

* Work plan(s): The bidder must provide a detailed work plan for the drilling and completion , outlining the sequence and connection of tasks, as well as the approach for executing each task per lot.

**Price:**

All prices must be in **[Uganda Shillings]** and a comprehensive and clear breakdown of prices must be shown as part of the financial offer.

Prices offered will be evaluated on full cost basis (including all fees and taxes). During the analysis of bids, if bids were not submitted in the required currency, we will convert all bids in **[Uganda Shillings]** at the Infor Euro 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 bids 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** | **Tick attached** |
|  |
| 1 | Appendix 1 - Company Details included section 2 & 3 |  |
| 2 | Appendix 2A & 2B – Technical specifications signed |  |
| 3 | Appendix 3A-3D – Bill of Quantities filled and signed |  |
| 4 | Appendix 4 – Lead Time/ Workplan / Methodology in your own format signed |  |
| 6 | Appendix 5 – GOAL Terms and Conditions signed |  |
| 7 | Appendix 6 – GDPR signed |  |
| 8 | Appendix 7 – Supplier Code of Conduct signed |  |
| 9 | Certificate of incorporation |  |
| 10 | Valid Trading license |  |
| 11 | VAT registration |  |
| 12 | Valid Tax clearance certificate |  |
| 13 | Valid drilling permit |  |
| 14 | Bank statement for the last six months April 2024-Sept 2024 |  |
| 15 | Audited accounts of the past two (2) years: 2021/22 and 2022/2023 |  |
| 16 | Experience in similar borehole drilling projects |  |
| 17 | Two completion certificates for completed within a period of 2020-2024 |  |
| 18 | Two recommendation letters from previous employers |  |
| 19 | CVs and academic credentials for the team leader (Hydrogeologist) and the Technicians (Driller and Test Pumping Technician). |  |
| 20 | Proof of ownership and or Lease agreements of Equipment |  |
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# Appendix 1 – Company Information

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| --- | --- | --- |
| 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 |
|  |  |

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

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| By submitting a bid under this Invitation to Tender (ITT) [GB-UN6-31724], 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 – Technical specifications, drawings and terms of refernce







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 /bills of quantities



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.

**Please refer to the Excel spreadsheet attached to facilitate the calculation of the BoQs.**

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

**Appendix 4. workplan/methodology per lot**

1. Workplan

Present a timeline workplan (block diagram) detailing the chronological layout of the construction stages and how long approximately it will take to complete each stage. There may be overlapping tasks – please be as clear as possible. This shall be submitted as an excel, word or Microsoft Office project document. Bidders are expected to use their technical experience and reference to the technical specification. Please detail any deviations or improvements, with justification, to the specifications reflected in the TOR.

**Appendix 5 - GOAL terms and conditions**

**TERMS AND CONDITIONS FOR CONTRACTS FOR WORKS**

1. SCOPE AND APPLICABILITY

These Terms and Conditions for Contracts for Procurement of Works apply to all deliveries of works 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. 2

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. 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 Ac

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

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

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

**Appendix 6 GDPR**

1. **GENERAL** **DATA PROTECTION REGULATION**

Definitions

The following words and phrases used in this [Agreement] and the Schedules shall have the following meanings except where the context otherwise requires:

|  |  |
| --- | --- |
| “Data Controller” | the party who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed; |
| “Data Processor” | a person or entity who processes Personal Data on behalf of the Data Controller on the basis of a formal, written contract, but who is not an employee of the Data Controller;. |
| “Data Subject” | an individual who is the subject of Personal Data, i.e. to whom the data relates either directly or indirectly; |
| “Data Protection Legislation” | all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in Ireland relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC); |
| “Personal Data” | any information relating to an identified or identifiable natural person that is processed by the Provider as a result of, or in connection with, the provision of the Services. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; |
| “Processing, processes and process” | either any activity that involves the use of Personal Data or as the Data Protection Legislation may otherwise define processing, processes or process. It includes any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording. organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring Personal Data to third parties; |
| “SCC” | the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to data processors established in third countries (controller-to-processor transfers), as set out in the annex to Commission Decision 2010/87/EU; and |
| “Services” | refers to the services to be carried out by the Data Processor under the terms of the Master Agreement. |

The Parties acknowledge that for the purposes of Data Protection Legislation, in performing its obligations under this Agreement, the Supplier, to the extent that it processes Personal Data received from the Provider, is a "**Data Processor**" and the Provider is the "**Data Controller**"; as defined in the Data Protection Legislation.

* 1. **Data Controller Obligations**

1. The Data Controller retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including for the processing instructions it gives to the Data Processor.
2. The Data Controller shall authorise the Data Processor to process the Personal Data in any manner that may reasonably be required in order to provide the Services and Annex A describes the subject matter, duration, nature and purpose of processing and the Personal Data categories and Data Subject types in respect thereof.
   1. **Data Processor Obligations**
3. The Data Processor shall comply with the Data Protection Legislation when processing Personal Data.
4. The Data Processor shall act only on the written instructions of the Data Controller in relation to the processing of the Personal Data under this Agreement and shall promptly comply with any request or instruction from the Data Controller requiring the Data Processor to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
5. Without prejudice to other legal provisions concerning the Data Subject’s right to compensation and liability of the Parties generally, as well as legal provisions concerning fines and penalties, the Data Processor will carry full liability in the instance where it is found to have infringed Data Protection Legislation, by determining the purposes and means of processing.

**1.2.1 Use and Processing of Data**

The Data Processor shall:

1. only use such Personal Data for the purposes of performing its obligations under this Agreement;
2. only process the Personal Data to the extent, and in such a manner, as is necessary in order to deliver the Services under this Agreement and in accordance with the Data Controller’s written instructions from time to time. The Data Processor will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Data Processor must promptly notify the Data Controller if, in its opinion, the Data Controller's instruction or performance by the Data Processor of this Agreement would not comply with the Data Protection Legislation;
3. maintain the confidentiality of all Personal Data and shall not disclose Personal Data to any third party or allow any third party to use such data in any circumstances other than:
4. at the specific written request of the Data Controller;
5. where this Agreement specifically authorises the disclosure in order to deliver the Services;
6. in strict compliance with clause 1.2.6 of this Agreement; or
7. where such disclosure is required by law. If a law, court, regulator or supervisory authority requires the Data Processor to process or disclose Personal Data, the Data Processor must first inform the Data Controller of the legal or regulatory requirement and give the Data Controller an opportunity to object or challenge the requirement, unless the law prohibits such notice;
8. assist the Data Controller with undertaking an assessment of the impact of processing any Personal Data, and with any consultations with the Data Protection Commissioner or any other data protection or regulatory authority, if and to the extent an assessment or consultation is required to be carried under Data Protection Legislation; and
9. comply with any further written instructions with respect to processing by the Data Controller and any such further instructions shall be incorporated into Annex A.

**1.2.2 Access to Information**

The Data Processor shall:

1. upon the request of a Data Subject, inform such Data Subject that it is a Data Processor and that the other Party is a Data Controller;
2. inform the Data Controller immediately in the event of:
3. the exercise by any Data Subject of any rights under Data Protection Legislation in relation to any Personal Data;
4. a request to rectify, block or erase any Personal Data;
5. a request, complaint or communication relating to either Party’s obligations under the Data Protection legislation;
6. receiving any request from the Data Protection Commissioner or any other data protection or regulatory authority in connection with the Personal Data processed under this Agreement;
7. receiving any request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.
8. co-operate with the Data Controller and provide assistance to deal with all requests and communications from Data Subjects and the Data Protection Commissioner or any other data protection or regulatory authority;
9. co-operate with and provide such information and access to any facilities, premises or equipment from or on which Personal Data is, has been, or is to be processed pursuant to this Agreement as the Data Controller may reasonably require to enable it to monitor compliance by the Data Processor with the obligations in this clause 1.2 of the Agreement;
10. maintain, and make available upon request by the Data Controller, acting reasonably, and/or the Data Protection Commissioner or any other competent data protection or privacy authority, a central register, in the form set out in Annex A below, which describes the processing for which the Data Processor is responsible and shall include:
11. the nature, duration and purpose(s) for which such Personal Data is processed;
12. a description of such Personal Data that it processes (including the categories of personal data and data subjects types);
13. any recipients of such Personal Data; and
14. the location(s) of any overseas processing of such Personal Data;

**1.2.3 Disclosure and Data Sharing**

The Data Processor (or any subcontractor) shall:

1. only disclose such Personal Data to, or allow access by, its employees, agents and delegates who have had appropriate training in data protection matters and whose use of such Personal Data is strictly necessary for the performance of the Services;
2. ensure all such employees, agents and delegates of the Data Processor who can/or do access such Personal Data are informed of its confidential nature and are bound by confidentiality obligations and use restrictions in respect of the Personal Data, including but not limited to a restriction on copying, publishing, disclosing or divulging such Personal Data to any third party without the prior written consent of the Data Controller;
3. not divulge such Personal Data whether directly or indirectly to any person or firm without the prior written consent of the Data Controller except, subject to clause 1.2.6 of the Agreement, to those of its employees, agents and delegates who are engaged in the processing of the Personal Data or except as may be required by any applicable laws or any court to which the data processor or its Affiliates are subject; and
4. not transfer or otherwise process any Personal Data to a third party outside the European Economic Area (EEA) except with the express prior written consent of the Data Controller.
5. Where such consent is granted, the Data Processor may only process, or permit the processing, of Personal Data outside the EEA under the following conditions:
6. the Data Processor is processing Personal Data in a territory which is subject to a current finding by the European Commission under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals. The Data Processor must identify in Annex A the territory that is subject to such an adequacy finding; or
7. the Data Processor participates in a valid cross-border transfer mechanism under the Data Protection Legislation, so that the Data Processor (and, where appropriate, the Data Controller) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of Data Subjects as required by Article 46 of the General Data Protection Regulation ((EU) 2016/679). The Data Processor must identify in Annex A the transfer mechanism that enables the Parties to comply with these cross-border data transfer provisions and the Data Processor must immediately inform the Data Controller of any change to that status; or
8. the transfer otherwise complies with the Data Protection Legislation for the reasons set out in Annex A.
9. If any Personal Data transfer between the Data Controller and the Data Processor requires execution of SCC in order to comply with the Data Protection Legislation (where the Data Controller is the entity exporting Personal Data to the Data Processor outside the EEA), the Parties will complete all relevant details in, and execute, the SCC, and take all other actions required to legitimise the transfer.
10. If the Data Controller consents to appointment by the Data Processor located within the EEA of a subcontractor located outside the EEA in compliance with the provisions of this Clause 1.2.3, then the Data Processor must identify valid cross-border transfer mechanism which may include the entry into of a SCC with such subcontractor, which shall be put in place prior to any such transfers.

**1.2.4 Security Systems**

The Data Processor shall:

1. at all times during the term of this Agreement, implement appropriate technical and organisational measures to protect such Personal Data held or processed by it against unauthorised or unlawful processing and against accidental and unlawful loss, destruction, alteration, disclosure or damage.
2. promptly upon becoming aware of the above, notify the Data Controller of any actual or suspected incident of unauthorised or unlawful processing or accidental loss, destruction or damage to Personal Data and provide all co-operation and information reasonably required by the Data Controller in relation to the incident; including corrective action unless such action is contrary to the law.

**1.2.5 Data Retention and Disposal**

The Data Processor shall:

1. promptly upon termination or expiry of this Agreement and, at any other time, on request by the Data Controller, return to the Data Controller or delete all Personal Data, including that of employees of the Data Controller, together with all copies thereof in any media in its power, possession or control, except to the extent the Data Processor is required to retain a copy of such Personal Data to comply with Data Protection Legislation.
2. promptly upon becoming aware of the same and without undue delay, notify the Data Controller of any actual or suspected incident of accidental, unauthorised, or unlawful destruction or disclosure of or access to Personal Data, including where Personal Data is lost or destroyed, becomes damaged, corrupted or unusable and shall provide all co-operation and information reasonably required by the Data Controller in relation to the incident; including:
3. description of the nature of such incident, including the categories and approximate number of both Data Subjects and Personal Data records concerned;
4. the likely consequences; and
5. description of the measures taken and corrective action, or proposed to be taken to address such incident, including measures to mitigate its possible adverse effects, unless such action or measures are contrary to the law. The Data Processor shall provide such corrective action and measures at its own expense.
6. immediately following any accidental, unauthorised, or unlawful incident, the Parties will co-ordinate with each other to investigate the matter. The Data Processor will co-operate with the Data Controller in the Data Controller's handling of the matter, including:
7. assisting with any investigation;
8. providing the Data Controller with physical access to any facilities and operations affected;
9. facilitating interviews with the Data Processor's employees, former employees and others involved in the matter;
10. making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Data Controller; and
11. taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from such incident or unlawful Personal Data processing.
12. The Data Processor will not inform any third party of any such incident without first obtaining the Data Controller's prior written consent, except when required to do so by law.
13. The Data Processor agrees that the Data Controller has the sole right to determine:
14. whether to provide notice of such incident to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Data Controller's discretion, including the contents and delivery method of the notice; and
15. whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
16. The Data Processor will cover all reasonable expenses associated with the performance of the obligations under clause 1.2.5 of this Agreement unless the matter arose from the Data Controller's negligence, wilful default or breach of this Agreement.
17. The Data Processor will also reimburse the Data Controller for actual reasonable expenses that the Data Controller incurs when responding to such incident to the extent that the Data Processor caused such incident, including all costs of notice and any remedy.

**1.2.6 Third Parties**

The Data Processor shall:

1. not engage any sub-contractor to assist it in the fulfilment of its obligations under the Agreement without the prior written consent of the Data Controller and unless there is a written contract in place between the Data Processor and the sub-contractor which requires the sub-contractor to:
2. only carry out processing as may be necessary from time to time for the purposes of its engagement by the Data Processor in connection with the Agreement;
3. comply with obligations equivalent to those imposed on the Data Processor in this Clause 1.2 of the Agreement;
4. notify the Data Controller of any changes to the sub-contractor or the written contract;
5. ensure that, in the event of delegation to an affiliate or other delegate, or the appointment of an agent, such affiliate, delegate or agent shall comply with obligations equivalent to those imposed on the Data Processor in this Clause 1.2 of the Agreement; and
6. remain fully liable for all acts or omissions of any sub-contractor and/or affiliate.

**1.2.7 Right of Audit**

The Data Processor shall:

1. without unreasonable delay, provide a copy of all data and data-related activity logs maintained by the Data Processor and other related information to the Data Controller upon receipt of a written request by the Data Controller or a request in the course of an audit or inspection. Such data shall be provided in the format and on media as reasonably specified by the Data Controller; and
2. agree that where a sub-contractor has been engaged by the Data processor, the Data Controller may, upon giving reasonable notice and within normal business hours, carry out similar compliance and information security audits and checks of the sub-contractor to ensure adherence to the terms of this Agreement, in the manner as set out in clause 1.2.2 of this Agreement.

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

**appendix 7 supplier code of conduct**

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. **ESPECT 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 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 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 permIRCed 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).,

**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 |  |