



Request for Quotation (RFQ) G/S/ELF/A15/30891 Consultancy Services to Develop a Human Resources for Health (HRH) Information System for State Ministries of Health in South Kordofan and North Darfur

REF: G/S/ELF/A15/30891/2024

About GOAL

GOAL is an international humanitarian agency, currently operating in 17 countries worldwide, dedicated to alleviating the suffering of the poorest of the poor. We are a non-denominational, non-governmental and non-political organisation. For more information on GOAL and its operations please visit www.goal.ie.

GOAL has been working in Sudan since 1985. We provide Health, WASH, Nutrition and REFLECT services to communities in North Darfur and South Kordofan.

1 TIMELINES

Line	Item	Date, year, time
1	RFQ published	29 th _August_ 2024(8.00am)
2	Closing date and time for receipt of offers	10 th _September_ 2024 (4.00pm)
3	Evaluation of Offers	12 th _September_ 2024
4	Contract award forecast	20 th _September_ 2024

2 SCOPE OF WORK

GOAL, an Irish international organization has over the last 46 years responded to many of the world’s major humanitarian crises. GOAL is currently working in 14 countries in emergency and development contexts and has reached over 14 million people with aid across countries in Europe, Africa, the Middle East, and Latin America.

GOAL is implementing an innovative health system strengthening project, HealthPro-2, in North Darfur and South Kordofan states starting in February 2024. This project aims to strengthen the health system in both states by implementing interventions at the state, locality, health facility, and community levels. The target areas include five localities in North Darfur (Kutum, Umbaro, Serf Umra, Al Serif, and Kabkabiya) and two localities in South Kordofan (Dilling and Abujubeha). The HealthPro-2 project directly supports 16 primary healthcare (PHC) facilities, 7 rural hospitals, and 7 Locality Health Departments (LHDs) across the two states. The main goal of this project is to improve the health conditions of vulnerable populations in North Darfur and South Kordofan, including internally displaced persons (IDPs), refugees, and host communities. The specific objective of HealthPro-2 is to increase sustainable and inclusive access to and demand for quality primary healthcare, nutrition, and water, sanitation, and hygiene (WASH) services in both states.

The direct support to LHDs and PHC facilities includes infrastructure development, support for diagnostic services, capacity building of health workers and LHD technical staff, support for deployment of health workers and managers, establishing sustainable models of health service delivery, and measures to improve availability and quality of services at the PHC facilities, including clinical mentorship. The project will also integrate nutrition by supporting LHDs and PHC facilities to implement the full package of CMAM services. The target LHDs will also be supported to develop and

review strategic and annual health plans, conduct supportive supervision of the targeted PHC facilities, and to establish, register, train, engage, and monitor CHCs in all facilities across the localities.

As part of its state-level support, GOAL plans to assist the Ministries of Health (SMOH) in North Darfur and South Kordofan with developing and implementing an electronic Human Resources for Health (HRH) Information System (HRHIS). This system will collect, store, manage, and analyse HRH data in each state. The purpose is to help the human resources departments of the SMOH with various human resource functions, including effectively monitor the availability and distribution of health workers in the health facilities of both states, not only during the project, but also afterward. The system will provide accurate and timely information to inform all HRH decisions at the state level, ensuring that recruitments are conducted in a timely, fair, and transparent manner. Additionally, the HRHIS will be used to advocate for filling HRH gaps in the project target facilities during the implementation period. To achieve these objectives, GOAL is seeking the services of a competent consultant with extensive experience in developing and implementing web-based information systems in Sudan. The primary task for the consultant will be to gather requirements, develop the HRHIS, test the system, and deploy it to the SMOH in North Darfur (located in El Fasher) and South Kordofan (located in Kadugli). Additionally, the consultant will provide training for users and IT staff of SMOH in both states, facilitate backlog data entry, and conduct initial cleaning and analysis of HRH data once the backlog data entry is completed. Ideally, the consultant will work from Kadugli during the initial stages, remotely engaging with the relevant North Darfur SMOH staff, they are expected to travel to El Fasher for the latter stages to deploy the system, train staff, and support backlog data entry. However, given the current travel challenges in Sudan, it is possible for the consultant to complete the entire assignment remotely. This can be accomplished by establishing a strong working relationship with the SMOH staff in both states, developing and deploying the system to a cloud-based service, providing remote training, and conducting data cleaning remotely. Finally, after handover of the system, the consultant will be expected to provide GOAL and the SMOH source code and be available for one year to provide technical support to both states as needed. In addition, the system should have the capability to be integrated to any existing information systems that are relevant for HRH data management, possibly including DHIS 2

3 TERMS OF BIDDING & TECHNICAL PROPOSAL

- The consultant shall have a minimum of first degree in Information technology (IT) or Information Systems
- At least five years of experience developing and implementing information systems, preferably in the health sector within Sudan
- Experience and knowledge of the requirements and modules of HR management systems
- The consultant shall submit technical proposal outlining how they will deliver on the assignment and the CV of the consultant explaining all relevant experience and educational background.
- The consultant shall submit a budget (financial proposal) for the services they will provide. The allowances for data entry clerks and SMOH staff training costs will be covered by GOAL and thus should not be included in the quotations from the consultant.
- GOAL and the respective SMOH will be responsible for all human resources, procedures, and computer equipment needed to deploy the HRHIS and perform data entry. Therefore, these costs should not be included in the consultant's offers. However, the consultant is responsible for ensuring that all equipment used complies with the necessary security requirements for the safe storage and retrieval of HRH data.

GOAL will be responsible for paying for the cloud-based server for a minimum of three years, while the consultant will ensure that a clear and simple mechanism is in place for SMOH to pay for the services after the three-year period.

Objectives

- To gather requirements for HRH information system from SMOH in South Kordofan and North Darfur states

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- To develop, test, and implement a web-based HRH information system (HRHIS) for SMOH in South Kordofan and North Darfur states

To develop a user manual and train SMOH human resources department and IT staff on the use and basic troubleshooting of the system

- To supervise backlog data entry into the newly developed system.
- To support ND and SK SMOH to run inventory of employment registers
- To provide any needed support and the necessary updates for the HRHIS for one year after delivery.

Note: while the requirements and discussions with SMOH and GOAL staff will determine the nature of the HRHIS to be developed, the system should have a minimum reporting and analytic capabilities, including generating the routine SMOH HRH reports for selected timeframe, facility or facilities, locality, etc. or a combination of any of these and allow analysis of HRH gaps comparing available HRH in a given facility or locality with the SMOH standard.

- **Deliverables**

- Well-defined requirements for HRHIS in in South Kordofan and North Darfur states
- Fully functional HRHIS deployed to a cloud-based server and in use in South Kordofan and North Darfur states
- A user manual
- Two training workshops for South Kordofan and North Darfur SMOH staff
- Complete and clean backlog HRH data in both states reflecting the existing employment registers
- The full source code of the HRHIS delivered to GOAL and SMOH in South Kordofan and North Darfur states.

GOAL has a Staff Code of Conduct and a Child Protection Policy, which have been developed to ensure the maximum protection of programme participants and children from exploitation. GOAL also has a confidentiality policy ensuring the non-disclosure of any information whatsoever relating to the practices and business of GOAL, acquired in the course of duty, to any other person or organization without authority, except in the normal execution of duty. Any candidate offered a consultancy with GOAL will be expected to adhere to these policies.

Any queries about this RFQ should be addressed in writing to GOAL via email on procurement.sudan@sd.goal.ie . Please include the reference number **G/S/ELF/A15/30891/2024** and words “clarification required” in the subject line.

4 CONDITIONS OF QUOTATION SUBMISSION`

- Quotations must be completed in English.
- Quotes must be submitted in USD.
- Bidders must respond to all requirements set out in this RFQ and complete their offer in the formats where requested.
- In the event of a contract being awarded to a bidder that has knowingly withheld relevant information or otherwise misled GOAL in the evaluation process in any way, then that contract will be rendered null and void.
- Any conflicts of interest involving a tenderer must be fully disclosed to GOAL particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tenderer.
- GOAL is not bound to accept the lowest, or any bid submitted and can terminate this competition at any stage.
- Information supplied by respondents will be treated as contractually binding.
- Unsuccessful bidders will be notified.

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- GOAL’s standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order.
- This document is not construed in any way as an offer to contract.
- GOAL and all contracted suppliers, and their subcontractors, associates or partners must act in all its procurement and other activities in full compliance with donor requirements and the highest ethical standards.

5 SUBMISSION OF QUOTATIONS

Quotes must be delivered in one of the following ways:

Delivered in a sealed envelope to the following address:

1-GOAL EL-Fasher Office

Hi Safia -West- South Al-Saudi Hospital / Block 8A.

Telephone: 0183 462 9-249918238561, +249995830810. WhatsApp.

2-GOAL South Kordofan Office

Kadogli & Dilling office

Telephone: +249123334343 / +249923334343

Procurement department Section

The quotation envelope must seal and labelled with your company name and the reference “**Quotation for G/S/ELF/A15/30891/2024**”.

3- the Interested and qualified applicants should submit their applications to procurement.sudan@sd.goal.ie; mkharif@sd.goal.ie; by the 05th September 2024. Kindly put “Consultancy Services to Develop a Human Resources for Health (HRH) Information System for State Ministries of Health in SK and ND” as the title of your email. Application package must include:

1. **G/S/ELF/A15/30891/2024 Consultancy Services to Develop a Human Resources for Health (HRH) Information System for State Ministries of Health in SK and ND.**
2. **Name of your company with the title of the attachment**
3. **Number of emails that are sent e.g., 1 of 3, 2 of 3, 3 of 3.**

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

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

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

6 SUBMISSION CHECKLIST

Line	Item	Tick attached
1	This document filled in and signed (including Section 9)	
2	Annex 1: Terms of Reference (TOR)	
3	Annex 2: Financial Offer filled and signed	

4	Annex 3: Declaration of Personal and Legal Obligations Form	
5	Annex 4: Declaration of Statutory Obligations	
6	Annex 5: Standard GOAL Terms and Conditions agreed	
7	Two references from past clients (preferably INGO/NGO management staff), including detailed contact details for these individuals. Note: Only current employees with corporate email addresses of the reference INGO/NGO will be accepted.	
8	The consultant must ensure the following information and documents are included in the application: <ul style="list-style-type: none"> a. CV of Consultant(s): Outlining relevant previous experience with a focus on the past achievements, technical experiences/qualifications. b. Copy of education qualification: Demonstrate relevant qualification or directly related field. c. Proposed project plan (no more than 3 pages) d. Submission of costs itemized per the services. 	

7 ELIGIBILITY, QUALIFICATION AND EVALUATION PROCESS & AWARD CRITERIA

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

Administrative instructions:

- Bid submission by the deadline.
- Submission of all supporting documents as outlined above in section 7. Applications lacking any of the requirements in Section 7 will not be considered.

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

ESSENTIAL CRITERIA

All offers received under this agreement, which have conformed to the administrative instructions above, must meet the following essential criteria to be considered eligible bids:

- In addition to Consultant Profile the consultant must have the ability to access the areas in North Darfur & South Kordofan within the timeframe of the consultancy.
- The timeframe of this consultancy is from three (3) months up to Five (5) months from time of contract signing until full handover of the system in the two states.

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

AWARD CRITERIA

GOAL will evaluate the proposals and award the consultancy based on technical and financial criteria. GOAL reserves the right to accept or reject any proposal received without giving reasons and is not bound to accept the lowest, highest or any bidder. Only the successful applicant will be contacted.

The evaluation criteria associated with this TOR is split between technical and financial as per GOAL standards, see below.

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- Quality (Qualification / Experience / Research Proposal or Technical Design: 50%
- Price: 50%

Marks for price will be awarded on the inverse proportion principle:

$$\text{Score}^{\text{vendor}} = \text{maximum score} \times (\text{price}^{\text{min}} / \text{price}^{\text{vendor}})$$

8 these sections MUST be completed.

Name		
Company Name		
Address		
Registration Number		
Telephone		
E-mail address		
Website address	-	
Year Established	-	
Legal Form. Tick the relevant box	<input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture	Other (specify): Freelance consultant
VAT Number		
Director's names and titles		
Please state name of any other persons/organisations (except tenderer) who will benefit from this contract.		
Parent company		
Ownership		
Do you have associated companies? Tick relevant box. If YES – provide details for each company in the form of additional tables in this format.		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Provide details of contracts of a similar nature carried out in the last two years (please state customer name, delivery location, value of contract, and dates)		
Provide details of any applicable Quality Assurance certificates or qualifications your company or employees have:		
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	Offered Services Turnover	Overall Turnover
2023		
2022		
2021		

Please include at least 2 (two) references who may be contacted on a confidential basis to verify satisfactory execution of contracts:

Reference 1

Name	
Organisation	
Address	
Phone	
Fax	
Email	
Nature of supply	
Approximate value of contract	

Reference 2

Name	
Organisation	
Address	
Phone	
Fax	
Email	
Nature of supply	
Approximate value of contract	

By submitting an offer under this request for quotation G/S/ELF/A15/30891/2024, 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 being administered by the court nor has entered 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.

Bid validity:

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

Signed:

Print name:

Position:

Company Name:

Date:

Address:

9 TERMS OF REFERENCE



TERMS OF REFERENCE (TOR)

7.1 INTRODUCTION

GOAL is implementing an innovative health system strengthening project, HealthPro-2, in North Darfur and South Kordofan states starting in February 2024. This project aims to strengthen the health system in both states by implementing interventions at the state, locality, health facility, and community levels. The target areas include five localities in North Darfur (Kutum, Umbaro, Serf Umra, Al Serif, and Kabkabiya) and two localities in South Kordofan (Dilling and Abujubeha). The HealthPro-2 project directly supports 16 primary healthcare (PHC) facilities, 7 rural hospitals, and 7 Locality Health Departments (LHDs) across the two states. The main goal of this project is to improve the health conditions of vulnerable populations in North Darfur and South Kordofan, including internally displaced persons (IDPs), refugees, and host communities. The specific objective of HealthPro-2 is to increase sustainable and inclusive access to and demand for quality primary healthcare, nutrition, and water, sanitation, and hygiene (WASH) services in both states.

The direct support to LHDs and PHC facilities includes infrastructure development, support for diagnostic services, capacity building of health workers and LHD technical staff, support for deployment of health workers and managers, establishing sustainable models of health service delivery, and measures to improve availability and quality of services at the PHC facilities, including clinical mentorship. The project will also integrate nutrition by supporting LHDs and PHC facilities to implement the full package of CMAM services. The target LHDs will also be supported to develop and review strategic and annual health plans, conduct supportive supervision of the targeted PHC facilities, and to establish, register, train, engage, and monitor CHCs in all facilities across the localities.

As part of its state-level support, GOAL plans to assist the Ministries of Health (SMOH) in North Darfur and South Kordofan with developing and implementing an electronic Human Resources for Health (HRH) Information System (HRHIS). This system will collect, store, manage, and analyze HRH data in each state. The purpose is to help the human resources departments of the SMOH with various human resource functions, including effectively monitor the availability and distribution of health workers in the health facilities of both states, not only during the project, but also afterward. The system will provide accurate and timely information to inform all HRH decisions at the state level, ensuring that recruitments are conducted in a timely, fair, and transparent manner. Additionally, the HRHIS will be used to advocate for filling HRH gaps in the project target facilities during the implementation period.

To achieve these objectives, GOAL is seeking the services of a competent consultant with extensive experience in developing and implementing web-based information systems in Sudan. The primary task for the consultant will be to gather requirements, develop the HRHIS, test the system, and deploy it to the SMOH in North Darfur (located in El Fasher) and South Kordofan (located in Kadugli). Additionally, the consultant will provide training for users and IT staff of SMOH in both states, facilitate backlog data entry, and conduct initial cleaning and analysis of HRH data once the backlog data entry is completed. Ideally, the consultant will work from Kadugli during the initial stages, remotely engaging with the relevant North Darfur SMOH staff, they are expected to travel to El Fasher for the latter stages to deploy the system, train staff, and support backlog data entry. However, given the current travel challenges in Sudan, it is possible for the consultant to complete the entire assignment remotely. This can be accomplished by establishing a strong working relationship with the SMOH staff in both states, developing and deploying the system to a cloud-based service, providing remote training, and conducting data cleaning remotely. Finally, after handover of the system, the consultant will be expected to provide GOAL and the SMOH source code and be available for one year to provide technical support to both states as needed. In addition, the system should have the

capability to be integrated to any existing information systems that are relevant for HRH data management, possibly including DHIS 2.

7.2 OBJECTIVES

- To gather requirements for HRH information system from SMOH in South Kordofan and North Darfur states
- To develop, test, and implement a web-based HRH information system (HRHIS) for SMOH in South Kordofan and North Darfur states
- To develop a user manual and train SMOH human resources department and IT staff on the use and basic troubleshooting of the system
- To supervise backlog data entry into the newly developed system.
- To support ND and SK SMOH to run inventory of employment registers
- To provide any needed support and the necessary updates for the HRHIS for one year after delivery.

Note: while the requirements and discussions with SMOH and GOAL staff will determine the nature of the HRHIS to be developed, the system should have a minimum reporting and analytic capabilities, including generating the routine SMOH HRH reports for selected timeframe, facility or facilities, locality, etc. or a combination of any of these and allow analysis of HRH gaps comparing available HRH in a given facility or locality with the SMOH standard.

7.3 DELIVERABLES

- Well-defined requirements for HRHIS in in South Kordofan and North Darfur states
- Fully functional HRHIS deployed to a cloud-based server and in use in South Kordofan and North Darfur states
- A user manual
- Two training workshops for South Kordofan and North Darfur SMOH staff
- Complete and clean backlog HRH data in both states reflecting the existing employment registers
- The full source code of the HRHIS delivered to GOAL and SMOH in South Kordofan and North Darfur states.

7.4 DURATION OF CONSULTANCY

- The total duration of the consultancy is for a period of three to five months from time of contract signing until full handover of the system in the two states.

7.5 EXPERIENCE AND QUALIFICATIONS

- The consultant shall have a minimum of first degree in Information technology (IT) or Information Systems
- At least five years of experience developing and implementing information systems, preferably in the health sector within Sudan
- Experience and knowledge of the requirements and modules of HR management systems
- The consultant shall submit technical proposal outlining how they will deliver on the assignment and the CV of the consultant explaining all relevant experience and educational background.
- The consultant shall submit a budget (financial proposal) for the services they will provide. The allowances for data entry clerks and SMOH staff training costs will be covered by GOAL and thus should not be included in the quotations from the consultant.
- GOAL and the respective SMOH will be responsible for all human resources, procedures, and computer equipment needed to deploy the HRHIS and perform data entry. Therefore, these costs should not be included in the consultant's offers. However, the consultant is responsible for ensuring that all equipment used complies with the necessary security requirements for the safe storage and retrieval of HRH data.

1. GOAL will be responsible for paying for the cloud-based server for a minimum of three years, while the consultant will ensure that a clear and simple mechanism is in place for SMOH to pay for the services after the three-year period.

ANNEX 2: Financial Offer

Financial Offer template attached in excel with RFQ documents.

No	Description	Unit	Quantity	Total USD
1	Consultancy Services to Develop a Human Resources for Health (HRH) Information System for State Ministries of Health in South Kordofan and North Darfur	Service	1	
2	Withholding Tax (10%)			
	Total			
USD				
	Name:			
	Date:			

ANNEX 3: DECLARATION OF PERSONAL AND LEGAL OBLIGATIONS

To be completed by all bidders.

Name of Bidder:			
Address:			
Country:			
THIS FORM MUST BE COMPLETED AND SIGNED BY A DULY AUTHORISED OFFICER OF THE BIDDER'S ORGANISATION. Please tick Yes or No as appropriate to the following statements relating to the status of your organisation.			
		Yes	No
1	The Bidder is bankrupt or is being wound up or its affairs are being administered by the court or has entered an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations		
2	The Bidder is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations		
3	The 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 or been guilty of grave professional misconduct during their business		

4	The Bidder has not fulfilled its obligations relating to the payment of taxes or social security contributions in Ireland or any other State in which the tenderer is located		
5	The Bidder, a director or Partner has been found guilty of fraud		
6	The Bidder, a director or Partner has been found guilty of money laundering		
7	The Bidder, a director or Partner has been found guilty of corruption		
8	The Bidder, a director or Partner has been convicted of being a member of a criminal organisation		
9	The Bidder has been guilty of serious misrepresentation in providing information to a public buying agency		
10	The Bidder has contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application		

I certify that the information provided above is accurate and complete to the best of my knowledge and belief.

I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in future tenders.

Date	
Name	
Position	
Telephone number	
Signature and full name	

APPENDIX 4: DECLARATION OF STATUTORY OBLIGATIONS

To be completed by all bidders.

To:

(Bidder's name)

Confirm that

- a. We are fully compliant with the minimum terms and conditions of the Employment Law and with all other relevant employment legislation, as well as all relevant Health & Safety Regulations in the countries of registration and operations (list relevant countries).

AND

- b. We have procedures in place to ensure that our subcontractors, if any are used for this contract, apply the same standards.

AND

- c. Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), GOAL is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of GOAL to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, we undertake to use reasonable efforts to ensure that it does not provide support to individuals or entities associated with terrorism.

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

Signed: (Director)

Date:

Print Name:

Company Name:

Address:

APPENDIX 5:

GOAL TERMS AND CONDITIONS FOR SUPPLY, SERVICE AND WORKS CONTRACTS

10.7: TERMS AND CONDITIONS FOR CONTRACTS FOR PROCUREMENT OF SERVICES AND WORKS

1. SCOPE AND APPLICABILITY

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

2. LEGAL STATUS

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

3. SUB-CONTRACTING

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

4. ASSIGNMENT OF PERSONNEL

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

5. OBLIGATIONS

The service provider/contractor shall neither seek nor accept instructions relating to this contract from any authority external to GOAL. Service providers/contractors may not communicate at any time to any other person, government or authority external to GOAL, any information known to them by reason of their association with GOAL which has not been made public, except in the course of their duties or by authorization of GOAL: nor shall the service provider/contractor at any time use such information to private advantage. The Service provider/contractor shall refrain from any action that may adversely affect GOAL and shall fulfil its commitments with the fullest regard to the interests of GOAL. These obligations do not lapse upon termination/expiration of their agreement with GOAL.

6. SERVICE PROVIDER/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Service provider/contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high

standard of moral and ethical conduct. reason of any other claim or demand against the Service provider/contractor.

7. ACCEPTANCE AND ACKNOWLEDGEMENT

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

8. WARRANTY

The Services performed warrants upon delivery and for a period of twelve (12) months from the date of completion of the services provided/works completed under this Contract will conform in all aspects to the service and applicable standards specified for such services and any goods or equipment provided as part of the contract and will be free from material defects

in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Service provider/contractor.

The Service provider/contractor warrants the services/construction furnished under this Contract conforms to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the service provider/contractor provides to purchasers. Such guarantees shall apply to the services and works subject to this Contract.

9. CHECKS AND AUDIT

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

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

To this end, the Service provider/contractor undertakes to give appropriate access to any external auditor authorised by GOAL carrying out verifications as required to the sites and locations at which the project is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the action and to take all steps to facilitate their work. Access given to agents of any

external auditor authorised by GOAL carrying out verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Service provider/contractor must inform GOAL of their precise location.

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

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

10. 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 service provider/contractor 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 service provider/contractor and is not obliged to make any further payments to the service provider/contractor

11. INSPECTION

The duly accredited representatives of GOAL or the donor shall have the right to inspect the works goods called for under this Contract at Service

provider/contractor's stores, during manufacture, in the ports or places of shipment, and the Service provider/contractor shall provide all facilitates for such inspection. GOAL may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of GOAL or the donor or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Service provider/contractor, such as warranty or specifications.

12. FORCE MAJEURE

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

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

perform its obligations under this Contract, or termination of the Contract if any delay will force an extension to the delivery schedule.

Notwithstanding anything to the contrary in this Contract, the Service provider/contractor recognizes 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.

13. DEFAULT

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

14. REJECTION

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

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

provider/contractor the amount of loss or damages sustained by reason of the default.

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

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

15. AMENDMENTS

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

16. ASSIGNMENTS & INSOLVENCY

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

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

17. PAYMENT

The Service provider/contractor shall invoice GOAL and the terms of payment shall be thirty (30) working days after GOAL has internally

confirmed acceptance of services/works and presentation of a legal invoice.

18. ANTI-BRIBERY/CORRUPTION

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

The Service provider/contractor shall have and maintain in place throughout the term of any contract with GOAL its own policies and procedures to ensure compliance with the Relevant Requirements.

No monies are payable to GOAL by the Service provider/contractor in association with the execution of this contract. If the Service provider/contractor is approached by a GOAL member of staff for a payment, commission, 'kickback' or associated payment or any other advantage of any kind, they are obliged to report the request or payment directly to GOAL's Country Director within thirty-six hours. Failure to report any request for payment by a GOAL member of staff or actual payment by the Service provider/contractor to a GOAL member of staff to the GOAL Country Director shall result in the immediate termination of any contract and may result in disqualification of the Service provider/contractor from participation in future contracts with GOAL.

19. ANTI-PERSONNEL MINES

The Service provider/contractor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to GOAL.

20. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Service provider/contractor represents and warrants that neither it, nor any of its service provider/contractors is engaged in any practice inconsistent with the following code of conduct

for service provider/contractors: Employment is freely chosen, freedom of association and the right to collective bargaining are respected, working conditions are safe and hygienic, no child labour/protection of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed, any harm to the environment shall be avoided or limited. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to GOAL. The service provider/contractor must adhere to the principles of humanitarian aid.

21. OFFICIALS NOT TO BENEFIT

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

22. 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.

23. INTELLECTUAL PROPERTY INFRINGEMENT

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

In addition, the Service provider/contractor shall, pursuant to this warranty, indemnify, defend and hold GOAL harmless from any actions or claims brought against GOAL pertaining to the alleged infringement of a patent, design, trade name or trademark arising in connection with the goods sold under this Contract.

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

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

24. TITLE RIGHTS

GOAL shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Service provider/contractor. At the request of GOAL, the Service provider/contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by GOAL and any such equipment shall be returned to GOAL at the conclusion of this Contract or when no longer needed by the Service provider/contractor. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Service provider/contractor, subject to normal wear and tear.

25. TITLE TO EQUIPMENT

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

liable to compensate GOAL for equipment determined to be damaged or degraded beyond normal wear and tear.

26. PACKING

The Service provider/contractor shall pack any goods with new, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Service provider/contractor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

27. SHIPMENT AND DELIVERY

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

28. INSURANCE

The service provider/contractor shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this contract. The service provider/contractor shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The service provider/contractor shall further provide such health and medical insurance for its agents and employees, as the service provider/contractor may consider advisable. The service provider will in all cases ensure they have third party liability cover for the duration of the contract.

29. 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.

30. TERMINATION OF CONTRACT

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

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

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

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

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

31. DATA PROTECTION

The service provider/contractor 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 31 will have the meaning set out in the Data Protection Legislation as defined above.

32. 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.

33. 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.

34. 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.

35. WITHHOLDING TAX

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

36. 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.

37. BANK GUARANTEE

When specifically requested by GOAL, a bank guarantee from a well reputed bank acceptable to GOAL in the currency in which the Contract is payable and for an amount to be prescribed by GOAL shall be obtained by the Service

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

38. ENVIRONMENTAL STANDARDS

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

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

39. HUMAN TRAFFICKING

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

- Engage in severe forms of trafficking in persons during the period of performance of the contract; ^[1]_[SEP]
- Procure commercial sex acts during the period of performance of the contract; ^[1]_[SEP]
- Use forced labor in the performance of the contract; ^[1]_[SEP]
- 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; ^[1]_[SEP]
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a

format and ^[1]_[SEP] language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work

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

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

Service provider/contractor shall ensure that the information is readily available at the moment of the audit and if so requested, that the data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

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

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

examination and the Service provider/contractor must inform GOAL of their precise location.

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

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

40. 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 service provider/contractor 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 service provider/contractor and is not obliged to make any further payments to the service provider/contractor

41. INSPECTION

The duly accredited representatives of GOAL or the donor shall have the right to inspect the works goods called for under this Contract at Service provider/contractor's stores, during manufacture, in the ports or places of shipment, and the Service provider/contractor shall provide all facilities for such inspection. GOAL may issue a written waiver of inspection at its discretion.

Any inspection carried out by representatives of GOAL or the donor or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Service provider/contractor, such as warranty or specifications.

42. FORCE MAJEURE

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

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

Notwithstanding anything to the contrary in this Contract, the Service provider/contractor recognizes 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.

43. DEFAULT

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

44. REJECTION

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

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

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

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

45. AMENDMENTS

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

46. ASSIGNMENTS & INSOLVENCY

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

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

47. PAYMENT

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

48. ANTI-BRIBERY/CORRUPTION

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

The Service provider/contractor shall have and maintain in place throughout the term of any contract with GOAL its own policies and procedures to ensure compliance with the Relevant Requirements.

No monies are payable to GOAL by the Service provider/contractor in association with the execution of this contract. If the Service provider/contractor is approached by a GOAL member of staff for a payment, commission, ‘kickback’ or associated payment or any other advantage of any kind, they are obliged to report the request or payment directly to GOAL’s Country Director within thirty-six hours. Failure to report any request for payment by a GOAL member of staff or actual payment by the Service provider/contractor to a GOAL member of staff to the GOAL Country Director shall result in the immediate termination of any contract and may result in disqualification of the Service provider/contractor from participation in future contracts with GOAL.

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The Service provider/contractor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to GOAL.

50. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Service provider/contractor represents and warrants that neither it, nor any of its service provider/contractors is engaged in any practice inconsistent with the following code of conduct for service provider/contractors: Employment is freely chosen, freedom of association and the right to collective bargaining are respected,

working conditions are safe and hygienic, no child labour/protection of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed, any harm to the environment shall be avoided or limited. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to GOAL. The service provider/contractor must adhere to the principles of humanitarian aid.

51. OFFICIALS NOT TO BENEFIT

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

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

53. INTELLECTUAL PROPERTY INFRINGEMENT

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

In addition, the Service provider/contractor shall, pursuant to this warranty, indemnify, defend and hold GOAL harmless from any actions or claims brought against GOAL pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Contract.

All maps, drawings, photographs, plans, reports, recommendations, estimates, documents, and all other data compiled by

or received by the Service provider/contractor under this Contract shall be the property of GOAL, and shall be treated as confidential and shall be delivered only to GOALs authorized officials on completion of work under this Contract

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

54. TITLE RIGHTS

GOAL shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Service provider/contractor. At the request of GOAL, the Service provider/contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by GOAL and any such equipment shall be returned to GOAL at the conclusion of this Contract or when no longer needed by the Service provider/contractor. Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Service provider/contractor, subject to normal wear and tear.

55. TITLE TO EQUIPMENT

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

wear and tear. The Service provider/contractor shall be liable to compensate GOAL for equipment determined to be damaged or degraded beyond normal wear and tear.

56. PACKING

The Service provider/contractor shall pack any goods with new, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Service provider/contractor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

57. SHIPMENT AND DELIVERY

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

58. INSURANCE

The service provider/contractor shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this contract. The service provider/contractor shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The service provider/contractor shall further provide such health and medical insurance for its agents and employees, as the service provider/contractor may consider advisable. The service provider will in all cases ensure they have third party liability cover for the duration of the contract.

59. 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.

60. TERMINATION OF CONTRACT

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

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

This contract shall be automatically terminated, and the Service provider/contractor shall have no right to any form of compensation, if it emerges that the award or execution of the contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified, or commissions paid to a

company which has every appearance of being a front company

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

61. DATA PROTECTION

The service provider/contractor 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 31 will have the meaning set out in the Data Protection Legislation as defined above.

62. 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.

63. 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.

64. 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.

65. WITHHOLDING TAX

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

66. 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.

67. BANK GUARANTEE

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

68. ENVIRONMENTAL STANDARDS

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

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

69. HUMAN TRAFFICKING

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

- Engage in severe forms of trafficking in persons during the period of performance of the contract. ^[SEP]
- Procure commercial sex acts during the period of performance of the contract. ^[SEP]
- Use forced labour in the performance of the contract. ^[SEP]
- 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. ^[1]_[SEP]

- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and ^[1]_[SEP] language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work

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

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

Signed:

[Redacted Signature Area]

Print name:

[Redacted Print Name]

Position:

Consultant

Company Name:

-

Date:

[Redacted Date]

Address:

[Redacted Address]