



**Request for Quotation (RFQ) for  
Supply and installation of solar system in Tima MWY to supply water  
in  
Tima Health Facility Kutum locality/ND State  
Ref.: KUT-W-4332**

## **1 ABOUT GOAL**

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

GOAL has been working in Sudan since 1985, towards ensuring the poorest and most vulnerable in Sudan and those affected by humanitarian crises have access to the fundamental rights of life, including but not limited to adequate shelter, food and livelihoods, water and sanitation, nutrition, healthcare and education. GOAL implements a range of multi-sectoral development, resilience, recovery and humanitarian responses programmes by being sensitive to cross-cutting issues including gender, accountability, child protection, and HIV/AIDS.

## **2 TIMELINES**

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Line	Item	Date, year, time, and time-zone
1	RFQ published	20 <sup>th</sup> January 2022
2	Deadline for receipt of clarifications	26 <sup>th</sup> January 2022 16:00 PM Sudan time
3	Closing date and time for receipt of quotations	30 <sup>th</sup> January 2022 16:00 AM Sudan time
4	Contract award forecast	6 <sup>th</sup> February 2022 (estimated)

## **3 SUPPLY REQUIREMENT**

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GOAL invites prospective suppliers to submit their quotation **for the Supply and installation of solar system in Tima MWY to supply water in Tima Health Facility - Kutum locality/ND State.**

The contractor should be able to, and have the capacity to, provide materials and the required skilled and unskilled labour, equipment, and tools to construct and install the solar system within the time frame specified in work plan.

Any change or amendment on the specified works as laid out in Annexed SOW, BoQ and designs. this should be discussed and agreed with GOAL site engineer in advance and in writing

## 4 TERMS OF BIDDING

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GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate for the supply and installation of solar systems.

This competition is being conducted under GOALs Request for Quotation procedure. The Contracting Authority for this procurement is GOAL.

Any queries about this RFQ should be addressed in writing to GOAL via email on [procurement.sudan@sd.goal.ie](mailto:procurement.sudan@sd.goal.ie) Please include the reference number “KUT-W-4332” and words “clarification required” in the subject line.

## 5 CONDITIONS OF QUOTATION SUBMISSION

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- Quotations must be completed in English.
- Bidders must respond to all requirements set out in this RFQ and complete their offer in the format requested in Appendix 1.
- 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.
- 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.
- **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.

## 6 SUBMISSION OF QUOTATIONS

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Quotes must be delivered in one of the following ways:

### Hand delivered to:

1. Procurement team. GOAL Khartoum HO: House No: 227, Block No: 65, Arkawit, Khartoum, Sudan - Telephone: 0183 248076/520393/520393.
2. Procurement team. Goal Kutum office: Hai Alsalam, Kutum, North Darfur State.
3. Procurement team. Goal El Fasher office: House No 63, Block 8B, Al Daraja, El Fasher, North Darfur.

Envelopes may be sent through postal or courier services or delivered by hand; and will be accepted during normal working hours (between 8:00 hours to 16:00 hours) for the country of submission. Please note that the GOAL office will not be open during weekends or public holidays.

The quotation envelope must be labelled with your company name and the reference “**Quotation for KUT-W-4332**”

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

1. **KUT-W-4332 for the supply and installation of solar system in Tima MWY.**
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.

## 7 SUBMISSION CHECKLIST

Below documents are mandatory to be submitted with the Offer.

Line	Item	Tick attached
1	This RFQ document - filled and signed (including this checklist & section 9 below)	
2	Appendix 1 SOW - filled and signed	
3	Appendix 2 BOQ - filled and signed	
4	Appendix 3 Work completion schedule- filled and signed	
5	Appendix 4 designs - signed	
6	Appendix 5 payment schedule - filled and signed	
7	Appendix 6 Standard GOAL Terms and Conditions for works and services - signed	
8	Company Trade Registration document	
9	Tax Registration Certificate	
10	Sudanese contractors membership certificate	
11	A proof of contract of <b>at least five</b> (5) to show previous experience of similar works.	
12	CV and qualification certificates of Site Engineer with relevant experience	

## 8 ELIGIBILITY, QUALIFICATION AND EVALUATION PROCESS & AWARD CRITERIA

The first phase of evaluation of the responses will determine whether the tender 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.
- All costs must be quoted in **USD**.

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

### ESSENTIAL CRITERIA

- Company trade registration issued by the commercial registrar.
- Tax registration certificate.

The second stage of the evaluation will involve an assessment of the bidders' personal and legal circumstances, economic and financial standing, and technical capacity to fulfil the obligations of the Request for Quotation.

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

### AWARD CRITERIA

Bidders will be awarded marks under each of the award criteria listed in this section to determine the most economically advantageous tenders.

Criteria	Maximum awarded marks
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1	Previous work experience from INGO/NGO in similar types of works - providing proof of past contracts / completion certificates. <b>At least five (5)</b>	30%
2	Site engineer's CVs and certificates (Qualified person with relevant certificate and experience	15%
3	Technical Equipment / tools relevant to the works to be carried out.	10%
4	Lead time for completion of works and deliverables	10%
5	Price	35%

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

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

## 9 COMPANY INFORMATION – 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="radio"/> Company <input type="radio"/> Partnership <input type="radio"/> Joint Venture	<input type="radio"/> Other (specify):
VAT Number (where applicable)		
Tax registration number (if different to VAT number)		
Directors 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="radio"/> Yes <input type="radio"/> 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:		
<b>Year</b>	<b>Offered Goods Turnover USD</b>	<b>Overall Turnover USD</b>
<b>2020</b>		
<b>2019</b>		
<b>2018</b>		

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 **KUT-W-4332** 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 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 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.

## Length of warranty

Please state number of years warranty of the systems installed	
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**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 proposal and the costs provided to accompany it are an accurate reflection of the costs that will be charged to GOAL according to the information provided in this request for quotation; and that there are no other costs associated with using the service that my company offers. I also confirm that I have the authority to sign on behalf of the company that is bidding.

Signed:

Print  
name:

Position:

Company  
Name:

Date:

Address:



## **Appendix 1: Scope of Work**

### **Introduction and Background**

GOAL is an international nongovernmental organization working in Sudan with overall goal to working with communities to achieve sustainable and innovation early response in crisis and to assist to build lasting solutions to mitigate poverty and vulnerability. GOAL has been working in Sudan since 1985, towards ensuring the poorest and most vulnerable in Sudan and those affected by humanitarian crises have access to the fundamental rights of life, including but not limited to adequate shelter, food and livelihoods, water and sanitation, nutrition, healthcare and education. GOAL implements a range of multi-sectoral development, resilience, recovery and humanitarian responses programmes by being sensitive to cross-cutting issues including gender, accountability, child protection, HIV/AIDS.

Currently GOAL is looking to engage with qualified contractors to support upgrading of Tima water yard through installation of solar power system, rehabilitate the existing water distribution lines and construction new water distribution system in Tima health facility.

The Borehole information is as follow

#### **Tasks to be Performed:**

The successful contractor will be given the task of

- Installation of complete solar power system to operate a pump of 7.5 kw capacity and improve on the water distribution system in Tima Health facility.
- Complete all the connections, wiring works and install the required equipment to ensure that the installed system is supporting hybrid operations system (solar & diesel)
- construct fence by iron pipe angle and Gabin wire for protection the system according to the design attached.

The contractor must have the capacity to provide materials and the required skilled and un-skilled labours, equipment and tools to construct and install the solar system within the time frame specified in work plan.

The works shall be completed according to the specifications detailed below and drawing attached (in annex X),

Any change or amendment on the specified works, BoQ and designs this should be discussed and agreed with GOAL site engineer in advance and on writing

#### **GENERAL NOTES**

##### **Materials/Equipment to be supplied by Contractor:**

All materials/equipment that must be provided by the Contractor, unless otherwise specified, shall include but not limited to installation of complete solar power system includes supply and install solar panels, steel structure, inverter, and as specified in the BoQ

All materials and equipment supplied locally by the Contractor shall be of the best quality in their class and of the respective kinds as described in the contract and in accordance with the "Supervisor's" instructions and to the satisfaction of the GOAL Engineer. They shall be inspected from time to time at the site during the progress of the work.

Any materials arriving on site found unsuitable shall be rejected. The Contractor shall replace the rejected material at his own expense.

### **Health & Safety**

#### **Safety**

Health & Safety

During implementation period, many factors of safety should be considered:

- Labourers shall have enough and appropriate digging tools, and Keep excavated materials back at least 600 mm (2 ft.) from the edge of any trench excavation and 1.2 m (4 ft.) from any other excavation.
- Protective gloves and suitable protective clothing to protect hands or the whole body as required that should be provide to Labourers
- Fence the construction site to prevent the entry of unauthorised persons on construction sites, which are located in built-up areas and alongside vehicular and pedestrian traffic routes.
- The contractor shall also follow the GOAL guidelines for working in excavations and ensure that these standards are met at all times during construction work alongside the above specific points.
- All electrical installations shall take account of the need to protect the beneficiaries from the danger of electric shock. Any installation which the Engineer considers dangerous shall be immediately removed. No access to bare or live wires shall be possible. All fittings shall be installed so as to be out of normal reach of adults except power sockets, light and other switches.

#### **Wiring**

The Contractor shall supply samples of the wire to be used for the various elements of the electrical system for approval prior to starting works. No deviation from the quality of the samples shall be permitted.

All wires shall run in straight, parallel lines, and be fastened at 1m intervals and at all changes of direction. Untidy or loose wiring shall be re-done at the contractor's expense.

#### **Electrical Components**

All electrical components shall meet be to approval of the GOAL Engineer, and as specified on BoQ

Connections

All electrical connections shall be made in a junction boxes. No connections shall be made by twisting wires together.

#### **Quality of Materials**

The GOAL Engineer shall check the quality of all materials delivered to site. Any materials which do not meet the minimum standards shall be rejected. Such materials shall be removed from site and replaced at the Contractors expense with materials of the required quality. however Contractor is responsible for his own quality control and shall provide competent personal for supervising his works

#### **Borehole technical information**

Drilled depth	110 m
Casing diameter	8 inch
Static Water Level (m)	72
Pumping Sitting Depth(m)	85

Pump size	2 inch
Borehole yield (mc/h)	14m3/h
Average water required per day M <sup>3</sup>	100m3/day

## Appendix 2: BOQ

Line Item No	Quantity Requested	Unit	Item Description	Specifications	Unit Price USD	Total Price USD
<b>1--Solar system Unit</b>						
1	50	panel	Solar panels (modules)	Provision and installation solar panels of 250 Watters capacity each		
2	1	Unit	Solar pump inverter	supply and connect 3-phase solar pump inverter of 10 kw capacity, Italian made (to switch from DC to AC)/400 V		
3	1	Pcs	connection Box	Provision and installation of connection box specification: support structure, ant- corrosion, bolted type for all module needed, to with stand high wind speed (40Km/h) the support fixed in 3 line of brick walls sized 0.2mx0.2mx0.3m		
4	40	pcs	Solar Panels strucutre	supply and fixed the solar panel support structure, fabricated from 2inch iron angle, sickness 3mm. To be 70cm above ground, and 50cm underground		
5	200	m	Electric Cable	supply and layout flexible cable of 6mm size		
6	1	set	Wire kits	Provision and installation of one set of wire kit, array to junction box, and from junction box to the switch and sensor cable specification 4x6mm and 2x1.5mm		
7	1	PCS	Termination Kit	Provision and installation of termination kit for the drop cable		
8	1	Unit	switches	Provision and installation of Switch Box: Our PS 4000 is supply with ON/OFF switch and Earth wire hole, diameter of 0.5mand length of 1m, piece of copper and coal with salt.		
<b>Sub total</b>						-
<b>2-Protection fence for solar panels</b>						

1	36	pcs	excavation	supply material and equipment and excavate foundation pit for the fencing columns and the pit dimension is 50cm depth X 40cm x 40cm width		
2	36	pcs	post pipe	supply 2inch iron angle sickness 5mm, length 2.5 m with Y shape, according to attached designs		
3	36	hole	foundation work	supply material and construct the foundation, the foundation should 40 cm* 40cm*40cm using plaint concrete of 1:2:4 mixing ration to fix the fencing colmum		
4	20	pcs	horizontal member	supply and weld 1.5 inch iron angle, 3mm as horizontal member		
5	30	pcs	gabon mish	supply and weld gibbon mesh size 150cm *200 cm size 5mm, to be attached to posted pipe		
6	60	60	razor wire	supply and fixed razor wire 70cm on the top and around of the fence and as per attached drawing		
7	1	pcs	iron Door	supply and form iron door with proper lock system 1m* 2m		

Sub Total

### 3-Water network system

1	1	Job	Connection existing pipeline	Supply materials and manpower to extend water pipeline the Elevated tank to the end of the clinic. The cost including all any necessary fitting for connection like control valve other (COUPLING, SOCKET, UNION, ELBOW, TEE.....etc)		
2	90	m	water distribution system	Supply and laid 1 inch HDPE pipe from the main pipeline to internal network for the clinic buildings. The cost including all any necessary fitting like valve, and other (COUPLING, SOCKET, UNION,ELBOW, TEE)		
3	75	ml	Internal network	Supply 3/4 inch PVC pipe to connect water in different location inside clinic (latrines, hand washing facilities, laboratory, and delivery room) the cost including tap in each location and door shower with at least 58 taps		
4	1	pcs	tap stands	Supply material and build tap stand (Wedia) with 4 taps, the cost including setting place and trench and soak away pit		
5	5	pcs	Hand washing basin	supply and install 7 porcelain hand washing basin and connect it with 7 taps (5 in rooms and 2 in the latrines) see attached drawing, the		

				cost includes fitting, and the cost including setting place and trench and soak away pit		
6	5	each	soak away pit	digging pit 2m diameter and 2.5-meter depth. The cost includes supplying broken bricks to fill the hole and pit which connects between sock away and bathroom		

Sub total

**Total cost**

Contractor Name:

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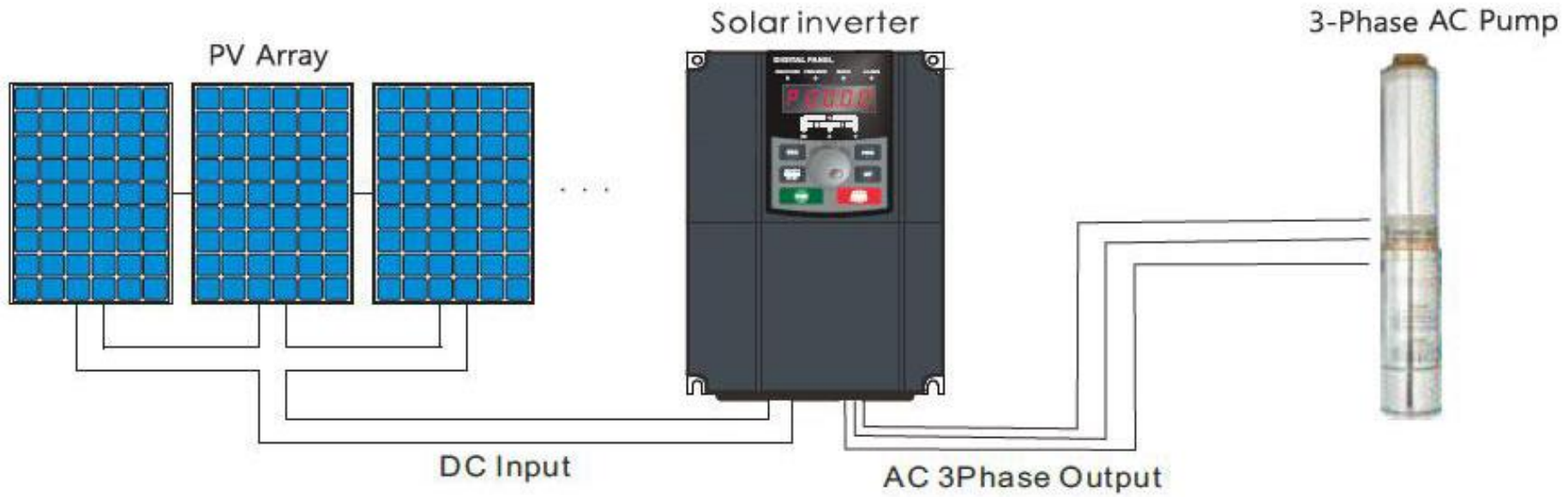
Signature and Stamp : \_\_\_\_\_ ---

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

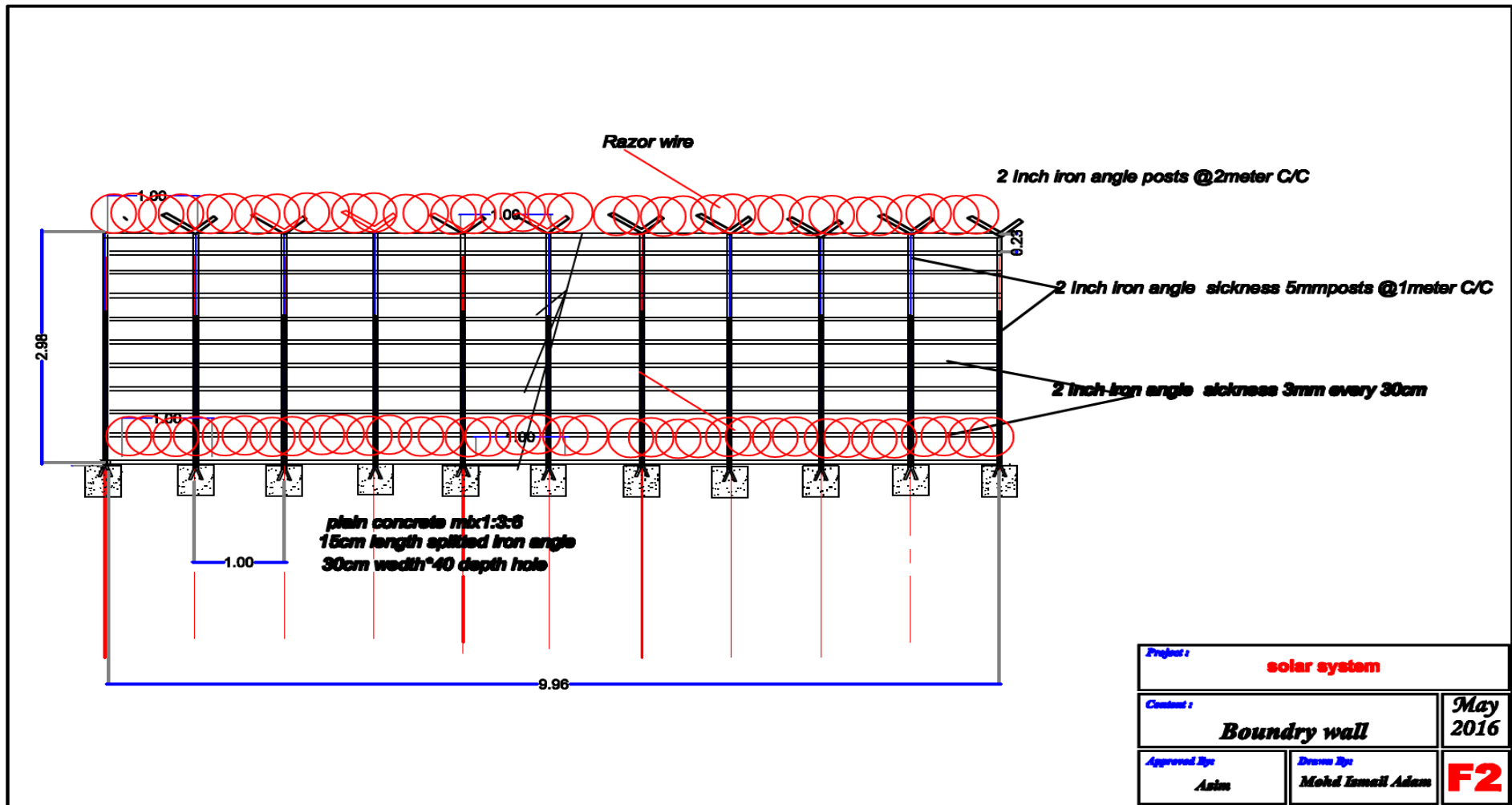
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## Appendix 3: Design

1:

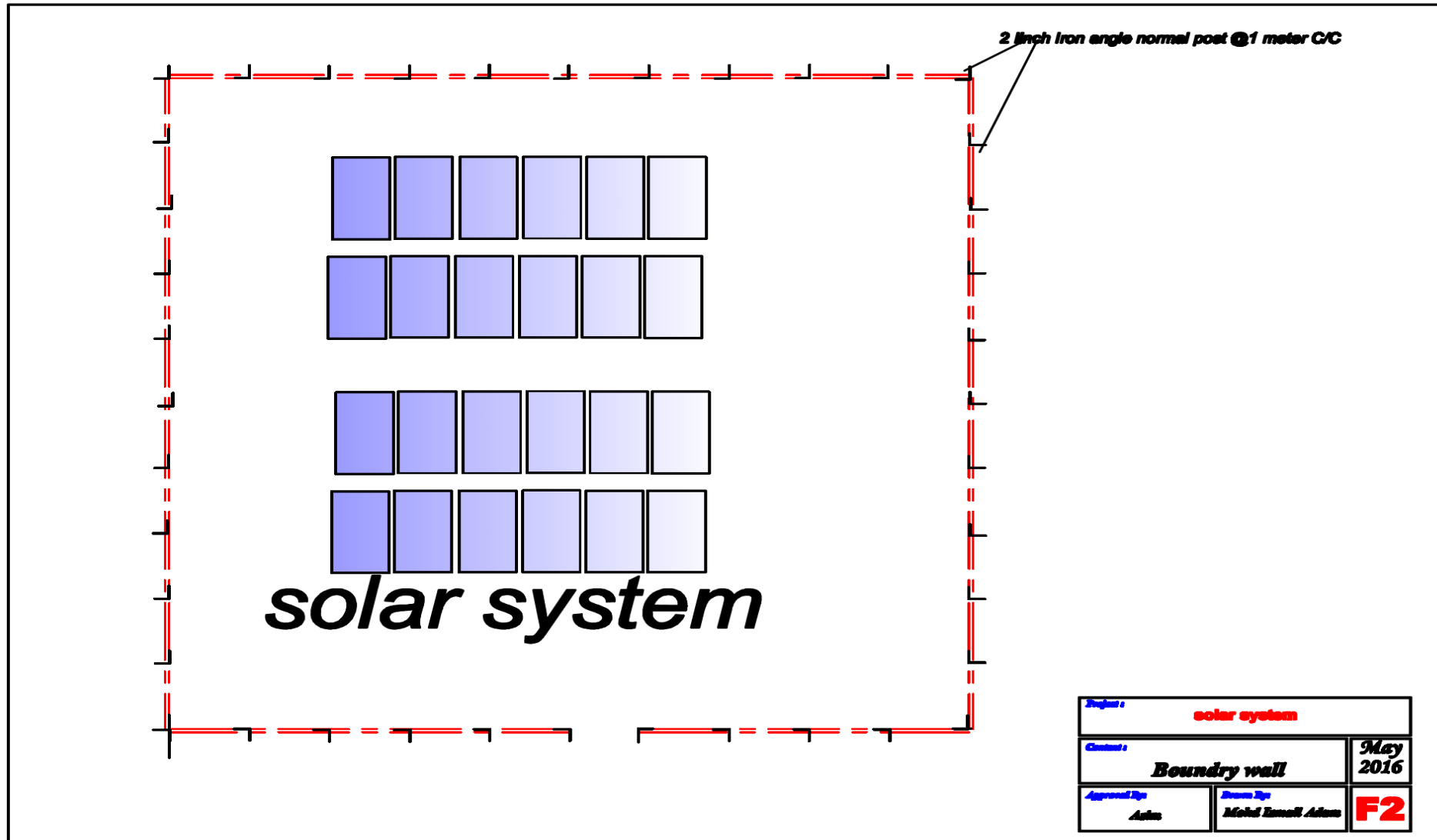


2:





3:



## Appendix 4: Work Completion Schedule

**REF NO: KUT- W- 4332**  
**Installing of solar energy system with fence in Tima Water Yard to supply HF**

### Works Schedule

Item	Description	Duration	Month 1				Month 2				Month 3				Month 4			
			1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
1	Supply of all required materials per BOQ																	
2	Install the Solar energy system and fence the solar system																	
3	Install and connection water network system in clinic																	
4	Install handwashing facilities and soak pit																	
5	Clean the site and hand over the project																	

**Vendor Name:**

**Contact:**

**Signature:**

**Date:**

## Appendix 5: Payment Schedule

No	Payment Stage	Percentage of completion	Percentage of payment	Payment Amount in USD
1	First payment	100%	90% of the total contract value	
2	Second payment (one month after completion)	100%	10% of the total contract value	

Please confirm your agreement with the above payment terms by signing & stamping below or propose an alternative scheme:

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- 
- 
- 
- 

Signed:

Print name:

Position:

Company Name:

Date:

Address:

## Appendix 6:

### 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 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.

**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 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.

**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; [SEP]
- Procure commercial sex acts during the period of performance of the contract; [SEP]
- Use forced labor 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; [SEP]
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and [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 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.

**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.

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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.

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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.

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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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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

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**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.

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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.

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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.

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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; <sup>(1)</sup><sub>(SEP)</sub>
- Procure commercial sex acts during the period of performance of the contract; <sup>(1)</sup><sub>(SEP)</sub>
- Use forced labor in the performance of the contract; <sup>(1)</sup><sub>(SEP)</sub>
- 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; <sup>(1)</sup><sub>(SEP)</sub>
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and <sup>(1)</sup><sub>(SEP)</sub> 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:

Print name:

Position:

Company Name:

Date:

Address: