

**Request for Quotation (RFQ) External CFM Evaluation REF: JOR-M&E-21976**

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**GOAL does not ask for money for bids. If approached for money or other favours, or if you have any suspicions of attempted fraud, bribery or corruption please report immediately to email** [**speakup@goal.ie**](mailto:speakup@goal.ie)

**Please provide as much detail as possible with any reports**

# ABOUT GOAL AND SERVICE REQUIREMENT

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

# SERVICE REQUIREMENT

1. The purpose of the consultancy is to evaluate the **appropriateness**, **responsiveness**, **efficiency**, and **effectiveness** of GOAL Syria’s CFM structure for the receiving and processing of requests, feedback, suggestions, and complaints.
2. The consultant will be expected to make recommendations for enhancing, modifying, and strengthening the CFM as well as produce or revise as necessary any suggestions on improvement to GOAL Syria’s CFM tools and guidelines.

The detailed description of the service requirement can be found in Appendix 5.

# Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date** |
| **1** | **RFO Advertised** | **Tuesday 19 January 2021** |
| **2** | **Closing date for clarifications** | **Monday 25 January 2021 23:59 UTC/GMT +1 hour** |
| **3** | **Closing date and time for receipt of Offers** | **Friday 12 February 2021 at 23:59 UTC/GMT +1 hour** |
| **4** | **Offer Opening Date and time** | **Monday 13 February 2021** |

# Terms of bidding

## Procurement Process

### This competition is being conducted as an Open Request for Offer (RFO).

### GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate for External CFM Evaluation

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

### This RFO is funded by FFP and the tender and any contracts or agreements that may arise from it are bound by the regulations of this donor.

## Clarifications

### Requests for clarifications can be made up to Monday 25 January 2021 23:59 UTC/GMT +1 hour and no later. Any queries about this RFO should be addressed in writing to GOAL via email to [procurementsy@sy.goal.ie](mailto:procurementsy@sy.goal.ie) referencing the tender number, and answers shall be collated and shared with all bidders in a timely manner.

## Conditions for completing the RFO

### All documentation must be completed in English. Where a supporting document is in another language, please provide an English translation. The translation can be in-house and does not need to be notarised or official.

### Bidders must respond to all requirements set out in this RFQ and complete their offer in the format requested in section 5.

### Failure to complete any documentation in the required format will, in almost all circumstances, result in the rejection of the tender. Failure to re-submit correctly formatted documents within three working days of a request will result in disqualification.

### 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.

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

### Suppliers must detail all costs requested in this document and any other costs whatsoever that could be incurred by GOAL in the usage of services or the availing of options that may not be explicitly identified in the RFO. Supplier’s attention is drawn to the fact that, in the event of a contract being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.

### Any conflicts of interest (including any family relations to GOAL staff) involving a supplier 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 supplier.

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

### GOAL will conduct the RFO, including the evaluation of responses and final awards in accordance with the criteria set out in the RFO. Submissions will be opened by at least three designated officers of GOAL.

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

### Suppliers will seek written approval from GOAL before entering into any sub-contracts for the purpose of fulfilling any resulting contract. Full details of the proposed subcontracting company and the nature of their services will be included in the written request for approval. Written requests for approval must be submitted in accordance with the conditions set out in any subsequent contract.

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

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

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

### GOAL reserves the right to terminate the tender process at any stage.

### Unsuccessful suppliers will be notified.

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

### GOAL and all suppliers appointed to this requirement, must act in all its procurement and other activities in full compliance with GOAL’s donor requirements. Any contracts that arise from the RFO may be financed by multiple donors or their agents who have rights of access to GOAL and any of its suppliers or contractors for audit purposes. Donors may also have additional regulations that are not practical to list here. Submission of an offer under the RFO assumes acceptance of these conditions.

### 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 or sanctions against them. GOAL will not purchase supplies or services from suppliers that are associated in any way with terrorism or are the subject of any international exclusion orders or sanctions. All suppliers making submissions under the RFO guarantee that neither they nor any affiliate or a subsidiary controlled by them are associated with any known terrorist group or are the subject of any international exclusion order or sanctions. Any contract entered into subsequent to the RFO will reflect this requirement.

## Submission of RFO

Submissions must be delivered electronically in the following way:

Each supporting document (such as context analysis report) should be categorized and named under the relevant category of documents as 1 PDF file.

Electronically to [procurementsy@sy.goal.ie](mailto:procurementsy@sy.goal.ie) and in the subject field state:

* 1. **“Quotation for JOR-M&E-21976 External CFM Evaluation**
  2. **Name of your company**
  3. **Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.**

All documents must be submitted in **PDF format or scans of hard copy documents.** No word documents will be accepted, links to share drives will not be accepted. An excel spreadsheet has been provided for the submission of financial offers but a PDF scanned version must also be submitted.

Proof of sending is not proof of receipt. GOAL accepts no responsibility for technical or system malfunctions that prevent bids from being properly received. Late delivery will result in your bid being rejected. All information provided must be perfectly legible.

**Important:** Offers transmitted in any other manner or offers received after the deadline date and time will not be considered. Please do NOT copy any other GOAL email addresses with your submission as this may invalidate your offer.

# Evaluation Process

## Evaluation Criteria

The phases of evaluation of the responses will determine whether the tender meets the preliminary eligibility criteria. These are:

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

|  |  |  |
| --- | --- | --- |
| **Phase #** | **Evaluation Process Stage** | **The basic requirements with which proposals must comply with** |
| 1 | **Administrative****instructions** | 1. **Closing Date:**   Submissions must have met the deadline stated in Section 2 of this document, or such revised deadline as may be notified by GOAL.   1. **Submission Method:**   Submissions must be delivered in the method specified in Section 3.4 of this document with the response format detailed in Section 5.   1. **Format and Structure of the Proposals:**   Submissions must conform to the response format laid out in Section 5 of this document, and the Appendices, or such revised format and structure as may be stipulated by GOAL. Failure to comply with the prescribed format and structure may result in the submission being rejected. All submissions must be in English. Where a supporting document is in another language, please provide an English translation. The translation can be in-house and does not need to be notarised or official.   1. **Confirmation of validity of your proposal:**   All costs must be quoted in USD. Exchange rates will be calculated as of the closing date for quotation submission, as per GOAL’s set internal monthly exchange rate. |
| **2** | **Essential Criteria** | 1. Firm must specialise in evaluation and/or research 2. Submissions must demonstrate firm's availability to carry out evaluation within approximately 10 weeks with service completion date not exceeding 30 June 2021 3. Physical presence /ability to access GOAL and partner areas of operation in Northern Syria. |
| **3** | **Award Criteria** | Submissions will be evaluated as per the award criteria listed in this section to determine optimal Value for Money (VFM) in this context:   * + Price (Weighting 40%)   + Non-Price (Weighting 60%) |
| **4** | **Qualification Criteria** | All due diligence checks are found to be clear including but not limited to Anti-Terror Checks. |

## Award Criteria further information

**Non-Price** **(60%)**

1. **Technical skills of personnel deployed (20 Marks)**

Include CVs, organizational structure of the team, experience in conducting similar final evaluations - similarity to the evaluation criteria, project and covered area will be scored equally

1. **Technical Proposal: Context specificity/proposed methodology and work plan. (20 Marks)**

A clear and detailed methodology for providing the deliverables listed in the TOR (5 Pages maximum) which includes as a minimum:

a) Proposed Project Timeline

b) Clearly states the level of staff member from your team assigned completing key tasks (e.g. Analyst, Project Manager, Director).

c) Clearly shows adherence to and understanding of specified research methodologies

d) Clearly shows adherence to and understanding of all best practices for engaging with beneficiaries and other stakeholders

1. **Experience in conducting evaluation of donor/INGO/UN supported humanitarian programmes (10 Marks)**
2. **Sample from previous work. (10 Marks)**

Demonstrated application of technical skills, analysis and professional final product.

**Price (40%)**

GOAL is requesting **Lump Sum Fixed Price Financial Offers**. The successful tenderer once formally contracted will invoice per acceptance by GOAL as per payment schedule.

All prices must be in USD. Please round two decimal places throughout. Any financial offers that contain more than two decimal places will be rounded. This should realistically and adequately present expenses for all requested activities. Prices offered will be evaluated on full cost basis (including all fees and taxes). Marks for cost will be awarded on a proportional basis with full marks for the cheapest offer following the below formula.

|  |
| --- |
| Score = 40 x (Min Total Price/Supplier Total Price) |

## Evaluation

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

During the evaluation period, clarifications may be sought by e-mail from suppliers. Deadlines will be imposed for the receipt of such clarifications and failure to meet these deadlines may result in the disqualification of the Tender or loss of marks. Responses to requests for clarification shall not materially change any of the elements of the proposals submitted. Unsolicited communications from suppliers will not be entertained during the evaluation period.

# Response Format

## Introduction

All submissions must conform to the response format set out in this document. Where a submission does not conform to the required format this may result in disqualification. By responding to the RFO, the supplier accepts the terms and conditions of the RFO. Should a supplier not comply with these requirements, GOAL may, at their sole discretion, reject the response.

## Submission Checklist RFO

Please ensure that you have read and thoroughly understand the instruction given in the table below. Bids should contain the following

|  |  |  |  |
| --- | --- | --- | --- |
| **Line** | **Item** | **Tick attached** | **Tick attached** |
| 1 | Appendix 1 Company Information | Complete, Sign, Stamp and Return as separate PDF entitled “Appendix 1 Company information”. |  |
| 2 | Appendix 2 RFO Statement | Complete, Sign, Stamp and Return as separate PDF entitled “Appendix 2”. |  |
| 3 | Appendix 3 Methodology | Sign, Stamp and Return as separate PDF entitled “Appendix 3 Methodology  ”. |  |
| 4 | Appendix 4 Financial Offer | Complete all the required fields in the Excel Spreadsheet “Appendix 4 \_Financial Offer Excel” and return the completed excel spreadsheet.  **and**  Sign, Stamp and Return as separate PDF entitled “Appendix 4\_Financial Offer PDF”. |  |
| 5 | Annex A Copy of company’s registration documents. | Tax Board, chamber registration, etc. |  |

# Appendices & Annexes

**Appendix 1 – Company information**

**Appendix 2 – RFQ Statement**

**Appendix 3 – Methodology**

**Appendix 4 – Financial Offer**

**Appendix 5 –** **Terms of Reference**

**Appendix 6 – GOAL Terms&Conditions**

**Annex A – Copy of Company’s Registration Documents (attached as separate PDF)**

# Appendix 1 Company information – this section MUST be completed

|  |  |  |
| --- | --- | --- |
| Name |  | |
| Company Name |  | |
| Address |  | |
| Registration Number |  | |
| Telephone |  | |
| E-mail address |  | |
| Website address |  | |
| Year Established |  | |
| Legal Form. Tick the relevant box | 🞏 Company  🞏 Partnership  🞏 Joint Venture | 🞏 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. | | |
| 🞏Yes 🞏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) |  | |

## References

|  |
| --- |
| Please include at least 2 (two) reference who may be contacted on a confidential basis to verify satisfactory execution of contracts:  The references should be 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 organisation will be accepted. |

|  |  |
| --- | --- |
| Reference 1 | |
| Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Email |  |
| Nature of service |  |
| Approximate value of contract |  |

|  |  |
| --- | --- |
| Reference 2 | |
| Name |  |
| Organisation |  |
| Address |  |
| Phone |  |
| Email |  |
| Nature of service |  |
| Approximate value of contract |  |

|  |
| --- |
| By submitting an offer under this request for quotation **JOR-M&E-21976** the bidder hereby asserts that the following statements are correct at the time of submission; and further undertakes to inform GOAL of any changes in status of these matters. |
| The bidder is not bankrupt or is being wound up, neither are its affairs are being administered by the court nor has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulation.  The bidder is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.  Neither the bidder, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata nor been guilty of grave professional misconduct in the course of their business.  The bidder has fulfilled all its obligations relating to the payment of taxes or social security contributions in Ireland or any other state or country in which the tenderer is located or doing business.  Neither the bidder, a Director or Partner has been found guilty of: fraud, money laundering, corruption; convicted of being a member of a criminal organisation; nor of serious misrepresentation in providing information to a public buying agency  The bidder has not contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application. |

I confirm that my bid has a validity of 60 of 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 2: RFQ statement

**RFQ STATEMENT**

**TO:** GOAL

**RE: (**Request for Quotation) ref: JOR-M&E-21976

Having examined all sections, appendices and annexes to the RFQ we hereby agree and declare the following:

1. We accept all of the Terms and Conditions including Terms of Reference (appendix 5) of this RFQ.
2. We confirm our understanding that if successful, we will be commercially engaged under a GOAL Standard Form Contract and will be given time to review the Terms and Conditions contained within that contract.
3. We confirm that we have the capability to satisfy the essential criteria listed for the RFQ
4. We confirm the validity period of our RFQ offer to be 60 Days from date of submission.
5. We confirm that we have the capability to satisfy the essential criteria listed for the RFQ i.e. to access to the specified locations in North West Syria.

|  |  |
| --- | --- |
| Date: |  |
| Full Name: |  |
| Position: |  |
| Signature and company stamp: |  |

# Appendix 3: proposed methodology

GOAL requires a written proposed methodology in PDF format. The methodology is to be of no greater than 5 pages in length and must address the following as a minimum: A clear and detailed workplan plan based on the ToR with provisional timings for all deliverables and the associated key tasks.

The tenderer may attach further relevant supporting information to the methodology as Annex’s but it is at GOAL’s discretion whether this will be reviewed as part of the evaluation.

# Appendix 4: financial offer



# Appendix 5: Terms of Reference

**Evaluation of GOAL Syria Community Feedback Mechanism (CFM)**

**Terms of Reference**

# Introduction

1. Founded in 1977 in Ireland, GOAL is an international humanitarian agency which currently works in 13 countries. GOAL has been working in northwest Syria for seven years, focusing its efforts on Water, Sanitation and Hygiene (WASH), Food Security and Livelihoods (FSL), and Emergency Response interventions.
2. GOAL Syria implements multi-sector programmes in Northwest Syria with a budget of approximately $90 million USD. The programmes address the multiple vulnerabilities that households and communities are facing after eight years of conflict. At the household level, the programme design creates links between its multi-donor funded emergency response programme to its food security, winterisation, and shelter programming, and compliments food assistance programming with basic needs assistance via Multi-Purpose Cash Assistance (MPCA). At the community level, GOAL runs a bakery programme, which provides affordable bread to large catchment areas. GOAL has a large-scale WASH infrastructure support programme that provides water throughout large areas of Idleb governorate.
3. Since 2014, GOAL Syria has operated a community-facing Community Feedback Mechanism (CFM)[[1]](#footnote-1) to allow beneficiaries[[2]](#footnote-2), non-beneficiaries[[3]](#footnote-3) and programme stakeholders[[4]](#footnote-4) to communicate with the organisation. The CFM accommodates those who wish to request information or assistance, provide feedback, and process a minor or serious complaint. Other GOAL channels exist for raising serious complaints including emailing GOAL HQ directly using a dedicated email address, and HQ office media platforms such as via GOAL’s Facebook, and Instagram media accounts.
4. A serious complaint is defined as an expression of major dissatisfaction relating to the standards of services, actions, activity, or lack of action by GOAL or its staff, or other serious misconduct committed by GOAL, its partners, or other stakeholders. Serious complaints refer to issues that are potentially harmful to human life or well-being, or GOAL’s global or local reputation. As per GOAL Syria’s CFM guidelines, Category 5 complaints are defined as expressions of discontent with GOAL’s programme activities including processes and/or outputs. Major dissatisfaction could pose immediate harm to the beneficiary and or the community and requires urgent action. Category 6 complaints are defined as “serious complaints that include issues related to fraud, corruption, sexual, physical, verbal or child abuse or exploitation, threats made against GOAL or partners’ staff, offices, property, or activities; or any other critical concern that could affect the beneficiaries or GOAL’s safety and security.”
5. Serious complaints received through the various channels are then processed by the Accountability Department referred to be investigated by the investigation team in Syria with close supervision from the Accountability Coordinator with guidance from the country Senior Management Team and Investigations Department in GOAL HQ in Dublin, Ireland.

# Purpose and Objectives

1. The purpose of the consultancy is to evaluate the **appropriateness**, **responsiveness**, **efficiency**, and **effectiveness** of GOAL Syria’s CFM structure for the receiving and processing of requests, feedback, suggestions, and complaints. The definition of the evaluation criteria is as follows:
   1. **Appropriateness:** There are five dimensions to include when assessing appropriateness:
      1. Suitability of CFM promotion and reception channels for northwest Syrian culture and context.
      2. Reliability of the mechanism to accurately capture information necessary for the processing of each communication. The analysis of each communication and referral to relevant decision makers for conclusion.
      3. Accountability is promoted through a CFM that is inclusive and safe with a communications handling process that has integrity and provides impartial and reliable information back to each user.
      4. Safety of the CFM and Security risks to CFM staff and CFM users are not increased by using the CFM mechanism, especially in the case of persons disclosing serious complaints. This will include the degree to which the CFM provides users with the necessary level of confidentiality and discretion to lodge their communication with GOAL.
      5. Compliance with data protection requirements in-line with GOAL’s organisational Data Protection Policy and the General Data Protection Regulation regarding the recording of data related to CFM users and communications and performance Measurement against the Data Protection Principles of the ICRC Handbook on Data Protection in Humanitarian Action.
2. **Responsiveness** will be measured by assessing to what extent the CFM is capable of providing each user with a response and details of outcomes and decisions made/actions taken as a result of their communication (disaggregated by case type, i.e. category of communication).
3. **Effectiveness** will be measured by assessing to what extent the CFM and its referral to decision makers are conducive to facilitating tangible improvements in the delivery of GOAL’s response programmes or the conduct of its staff arising from each communication, where necessary.
4. **Efficiency** will be measured by assessing how long it takes to close a case (disaggregated by case type, i.e. category of communication) and implement any tangible improvements to the delivery of GOAL’s response programmes or the conduct of its staff arising from each communication, where necessary.
5. The consultant will be expected to make recommendations for enhancing, modifying, and strengthening the CFM as well as produce or revise as necessary any suggestions on improvement to GOAL Syria’s CFM tools and guidelines. Using the aforementioned evaluation criteria, the consultant will fulfil the following objectives
6. Evaluate GOAL Syria CFM methodologies, processes, protocols and tools, and redesign, revise and strengthen them based on the evaluation findings.
7. Evaluate GOAL Syria CFM channels, see if they are inclusive, accessible, safe, and based on community/user preferences.
8. Evaluate the GOAL Syria Accountability Department’s management structure, staff roles, and responsibilities; review the Accountability Team’s skill sets, and make recommendations for improvements.
9. Evaluate the effectiveness and appropriateness of GOAL Syria’s advertisement of the CFM in the community and the awareness of the CFM among community members and programme stakeholders.
10. Evaluate the system utilised by the CFM Team for sharing cases and communication details with relevant decision makers and the Investigation Team (for serious complaints) and assess the quality of two-way communication between them.
11. Identify capacity building needs among the Accountability Team related to the communications handling process, and address through relevant training delivered in person or remotely.
12. Develop a methodology for routine and ongoing monitoring and analysis of the CFM process’ efficiency and effectiveness, including analysis of trends and patterns of case categories, geographical location, season, and user profile (i.e. age, gender, background).
13. Consult with GOAL Syria MIS team on the design of the CFM’s information management system and any recommendations for changes or improvements.
14. Identify any risks associated with the CFM’s current design as well as any subsequent risks associated with the issues identified and evaluated above. This would include risks of not implementing the recommendations of this assessment, risks of implementing the recommendations, and other associated risks.

# Scope of Work

1. The consultant will conduct a thorough evaluation of GOAL Syria’s CFM procedure and process to complete its objectives. This will include but not necessarily be limited to:
   1. Conduct a desk review of all GOAL Syria CFM-related materials, guidelines, and SOPs, to better understand the CFM process and the working of the mechanism. Initial consultations with the Accountability Coordinator and Field Accountability Coordinator may form part of this step.
   2. Conduct an analysis of GOAL Syria community feedback trends with the aim of observing and understanding the impact of efforts taken by the CFM Team. The analysis may cover:
      1. Examine the pattern of communication categories.
      2. Review the changes in trends in specific geographical areas, or thematic categories that indicate patterns.
      3. Understand the trends of actions or changes implemented because of CFM communications.
   3. Conduct a review of timelines of case referrals, resolutions, and closures. While GOAL Syria monitors timelines for closure of cases, the specific factors affecting those timelines are not fully captured and analysed. This review may cover:
      1. Examine overall timelines of case closures and case types.
      2. Review process and times for referring cases to relevant decision makers.
      3. Analyse times, for responding to users, for follow-up where required, and case closures.
   4. Conduct analysis of the rate of feedback, suggestions, and complaints to the rate at which changes to GOAL operations take place as a result of that feedback, how quickly it happens, and what effect it has (in terms of future feedback on the same issues).
      1. Use the above to provide input on the development of a CFM Learning Capitalisation System with GOAL Syria’s Learning & Knowledge Manager Coordinator Unit.
   5. Conduct a “fit-for-purpose” appraisal of Accountability Department staffing structure, and roles.
   6. Measure the CFM, including its processes, guidelines, and standard procedures, against GOAL’s responsibilities to CFM users regarding their data, protection of their data, and GDPR.
   7. Identify any capacity building needs among CFM Team staff and provide training.
   8. Develop a methodology and implementation plan for routine and ongoing monitoring and analysis of the CFM for its continued efficiency and effectiveness.
   9. Examine CFM system, including process for referrals and responses and ensure they facilitate the following:
      1. Evidence a timely and impartial institutional response.
      2. Provide details to relevant decision makers in a timely and systematic way.
      3. Accurately document the actions taken, both by the CFM Team and decision makers.
      4. Provide decision-makers with facts needed to decide the matter.
      5. Ensure that users receive a full response and that cases are closed efficiently.
   10. Interviews with GOAL senior management, Accountability Department staff as well as interviews with users who have interacted with the CFM (ensuring that beneficiaries, non-beneficiaries, and programme stakeholders are included).
2. The consultant will utilise a conflict sensitive approach when evaluating the CFM. Specifically, the consultant will assess to what extent the GOAL Syria CFM is appropriate for the context in which it operates and ensure it does not increase the risk of conflict between GOAL staff and/or GOAL staff and external stakeholders.
3. The consultant must take into consideration USAID/BHA, OCHA, ECHO, and FCDO community feedback requirements, including reporting requirements. It is highly desirable that the successful firm have in-depth knowledge of the requirements for these donors and have proven experience in conducting critical appraisals of CFM processes in humanitarian contexts preferably in the Middle East.

# Deliverables

1. The following deliverables are to be submitted to GOAL Syria:
   1. Evaluation work plan.
   2. Evaluation methodology plan.
   3. Key informant questionnaires, observation checklists, and staff capacity assessment tools.
   4. Methodology and implementation plan for routine monitoring and analysis of CFM.
   5. Debriefing: Consultant will debrief Country Director, Systems Director, Accountability Coordinator, Senior Programme Quality Coordinator, and Global Accountability Advisor on their findings, conclusions, and recommendations, using a slides-based presentation and any briefing materials required. GOAL Syria will provide feedback during the briefing meeting.
   6. Draft Evaluation Report: submit first draft of report to GOAL for review and feedback.
   7. Final Evaluation Report. Soft copy of full report, with all attachments. This must at a minimum contain:
2. Table of contents
3. Executive Summary
4. Introduction
5. Objectives
6. Methodology
7. Process: how evaluation was conducted, including sampling methodology
8. Findings of review
9. Recommendations
10. Conclusions
11. Reference Annexes

# Timeline

1. The consultancy is scheduled to take place within a period of 10 weeks with a proposed start-date of February 1 2020. A tentative timeline is indicated but can be revised by the consultant with prior consultation with GOAL Syria management during the inception phase.

|  |  |
| --- | --- |
| **Activity & Deliverables** | **Provisional Deadline** |
| SUBMISSION: Inception Period and Data Collection Instruments | Week 1 |
| GOAL Feedback on Draft Inception Report and Instruments | Week 2 |
| SUBMISSION: Final Inception Report, and Instruments | Week 2 |
| Conduct desk review and data collection | Weeks 2-7 |
| Conduct in-person or remote training[[5]](#footnote-5) for Accountability Department staff | Week 8 |
| Debriefing on findings, recommendations, and presentation of new tools to GOAL senior management | Week 9 |
| SUBMISSION: Final Report with findings, recommendations and newly developed tools and protocols. | Week 10 |

# Methodology

1. A recommended methodology is outlined below but the final methodology and tools to be used is to be determined by the consultant. Upon signing of the contract, the consultant will carry out the following:

## Inception Phase – One week

1. Inception meetings with GOAL to agree on a work schedule for tool development and, identify key stakeholder respondents and participants, and agree on timeframes, identify key focal points’ roles and communication channels for GOAL and the consultant both in Syria and at Country Office level.
2. Initial desk review by the consultant of key internal and external documents relating to the GOAL Syria CFM. Documents provided by call may include but not limited to:
   * Current GOAL Syria CFM Standard Operating Procedures.
   * SOPs concerning serious case sanction policy.
   * Staffing org charts and job descriptions.
   * Reports submitted to donors relating to community feedback.
   * Relevant data from CFM including historical data.
   * CFM staff job descriptions and org charts.
   * CFM promotional and advertising materials.
3. Data collection tools submitted to GOAL for review and feedback. Consultant to finalise data collection tools. Inception report with final versions of data collection tools to be submitted to GOAL.
4. Submit a work plan and schedule for data collection and delivery of key report deliverables in coordination with GOAL.

## Implementation phase – Five weeks

1. Carry out data collection through key informant interviews, focus group discussions. Conduct analysis and capture findings.
2. Debriefing with GOAL senior management.
3. Submit first draft of evaluation report and collate GOAL feedback.
4. Finalise report and submit to GOAL.
5. The consultant’s field staff are fully responsible for carrying out scheduled data collection activities in coordination with GOAL field staff ensuring timely sharing of data collection schedules and advance communication of necessary support.
6. Due to the volatility of the operational Northwest Syrian environment, data collection may need to be paused or suspended, and itineraries changed to ensure the safety of the consultant field enumerators. This could slow down the rate of data collection. GOAL's Communication and Transport Team in Syria can be consulted for advice about any access restrictions that may happen before and during the consultancy period.
7. A distance-based approach may be required as the consultant might not be able to access GOAL areas of operation in Syria directly due to the security situation or COVID-19 outbreaks. A skilled local team with experience in remote management and Syrian context will be a key factor to mitigate this challenge.
8. Due to the COVID-19 context, significant mitigation methods need to be employed, and the consultant will have to employ alternative methods to ensure the continuation of data collection, keeping in mind that the safety of GOAL staff and consultant teams are paramount.

# Ethical Considerations & Data Protection

1. The consultant will obtain informed consent from all evaluation participants, and ensure all participation is voluntary. The consultant will make clear to all participants that they are under no obligation to participate in interviews and focus group discussions.
2. The consultant will be required to sign a Non-Disclosure/Confidentiality Agreement upon signing a contract with GOAL.
3. The consultant will ensure prior permission is obtained from evaluation participants for taking and use of photographs/moving images for specific purposes, i.e., for findings report and presentations. Furthermore, all identifying information of evaluation participants must remain confidential. It is the responsibility of the contracted consultant to anonymise all datasets or raw data and ensure that identifying personal information is not shared with GOAL staff nor any external party.
4. The consultant will ensure that the preservation of respondent’s anonymity and confidentiality is prioritised during data collection, management, storage, and reporting. Respondent data will not be shared with third parties without prior consent from GOAL. The consultant is expected to have clear data protection protocols and policies that should be shared with GOAL during the tender process and inception phase.

# Assumptions and Requirements

1. The consultant team will have access to all necessary documentation and can take part in relevant meetings with GOAL staff remotely as required.
2. The consultant will have access to key staff in GOAL offices in Syria, Jordan, and Turkey as necessary either remotely or in person.
3. The consultant will be aware of the risks of conducting data collection within Syria, especially that the circumstances in the geographic areas are frequently changing due to insecurity.
4. The consultant will ensure adherence to data protection protocols.
5. Security concerns and COVID-19 could impact the timing and the scope of the evaluation. It is important for the consultant to remain flexible. They must be open to making changes to the schedule and itinerary such as visiting alternate sites, conducting remote reviews and interviews, etc.
6. The consultant will be required to provide their own accommodation, food, and transportation during field visits, as GOAL will NOT be able to provide this type of support.

# Point of Contact

1. Once the contract is signed, the contact person at GOAL Syria will be the Accountability Coordinator and the contact person as GOAL Global is Philip Farrell, Global Accountability Advisor ([pfarrell@us.goal.ie](mailto:pfarrell@us.goal.ie)).

# Required Qualifications

For the purposes of this evaluation, GOAL welcomes international and national evaluators to apply.

The profile of the consultant is:

* Consultant teams comprised of individuals or firms in humanitarian evaluation with a background in accountability and acceptable practices in community engagement and feedback.
* Extensive experience in evaluations, process mapping, capacity analysis, and experience of designing monitoring and evaluation methodology/tools.
* Expert level in data analysis and presentation is required.
* Experience of working in humanitarian contexts with knowledge of CHS, IASC and AAP frameworks and commitments.
* Knowledge of and experience of assessing data protection performance, particularly against GDPR.
* Experience with the Northwest Syria context is highly desired.
* In-depth knowledge of qualitative research methods.
* Excellent presentation and report writing skills.
* Capacity to work collaboratively with multiple stakeholders.
* Excellent analytical skills and writing in English.
* Knowledge of Arabic is considered a distinct advantage.

# Appendix 6: goal terms and conditions:

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.

1. 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.

1. 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.

1. ASSIGNMENT OF PERSONNEL

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

1. 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 ofGOAL: 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.

1. 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.

1. 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.

1. 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.

1. 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

1. FORCE MAJEURE

Force Majeure shall mean Acts of God, strikes, lockouts, discontinuation or termination of donor funding, laws or regulations of operating country, industrial disturbances, acts of the public enemy, civil disturbances, act of war (whether declared or not), explosions blockades, insurrection, riots, epidemics, landslides, earthquakes, 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/contractorrecognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

1. DEFAULT

In case the 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.

1. 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.

1. AMENDMENTS

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

1. 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.

1. 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.

1. 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.

1. MINES

The Service provider/contractor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of 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.

1. 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.

1. 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.

1. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

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

1. INTELLECTUAL PROPERTY INFRINGEMENT

The 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.

1. 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.

1. 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.

1. 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.

1. INDEMNIFICATION

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

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

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

1. 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.

1. CONFIDENTIALITY

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

1. DISPUTES - ARBITRATION

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

1. SETTLEMENT OF DISPUTES

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

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

1. 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).

1. GOVERNING LAW AND JURISDICTION

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

1. 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
* Conservation
* Energy Use
* Sustainability

1. HUMAN TRAFFICKING

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

# Legal Operation

GOAL operates within the law of the country of operation and within international legal requirements. GOAL expects all companies to fulfil their legal obligations, including meeting their tax liabilities and duties in accordance with the relevant tax legislation. Please comment below if you feel there are any matters you need to bring to GOAL’s attention.

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*Please continue on a separate sheet if necessary.*

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

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

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

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

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

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

1. CFM channels: Helpdesks, Hotline, WhatsApp, e-mail, or fact-to-face with GOAL staff [↑](#footnote-ref-1)
2. Beneficiaries are those reached directly through GOAL or indirectly through partners. [↑](#footnote-ref-2)
3. Non-beneficiaries are those who do not fall under GOAL or partner project targeting criteria. [↑](#footnote-ref-3)
4. These include local authorities, camp delegates, vendors, water units, bakeries, community representatives, GOAL, and partner staff. [↑](#footnote-ref-4)
5. This will depend on field access considering COVID-19 [↑](#footnote-ref-5)