

**Request for Quotation (RFQ) for the consultancy of**

**<** **External Evaluation of GOAL’s Irish Aid Programme Fund 2017-2021>**

**<DUB\_MEV\_479>**

# About GOAL

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

# Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date, year, time, and time-zone** |
| 1 | RFQ published | 17/05/2021 |
| 2 | Closing date for clarifications | 11/06/2021 11.59pm UK GMT |
| 3 | Closing date and time for receipt of quotations | 15/06/2021 11.59pm UK GMT |
| 4 | Contract award forecast | 15/07/2021 |

# Consultancy Service Description

GOAL invites prospective consultants to submit their offers for **the following consultancy service:**

GOAL Global intends to hire a consultant / consultancy company to carry out an external evaluation of GOAL’s Irish Aid Programme Fund in the second half of 2021, covering the programme period from 2017-2020.

Please visit Terms of Reference document for further details (Annex 3).

# Terms of bidding

GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate for the service of external evaluation of Goal’s Irish Aid Programme Fund.

This competition is being conducted under GOAL’s 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 to clarifications@goal.ie. Please include the reference number **DUB\_MEV\_479** and words “clarification required” in the subject line.

# Conditions of Quotation Submission

### 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 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 bidder 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 bidder

### 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.

# Submission of Quotations

Quotes must be delivered in the following way:

**Email to** procurement@goal.ie and in the subject field state:

1. **DUB\_MEV\_479**
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.

# Submission checklist

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Tick attached** |
| 1 | This document filled in and signed |  |
| 2 | Consultants CVs |  |
| 3 | Technical Proposal (Includes: methodological approach, evaluation plan, logistics plan, budget (including information on fees), division of tasks between team members (in case of a team of evaluators) (Annex 1) |  |
| 4 | Financial Offer (Annex 2) |  |
| 5 | Signed Goal Terms and Conditions (Annex 4) |  |
| 6 | Signed Terms of Reference (Annex 3) |  |
| 7 | Work Experience: Minimum 3 evaluation reports of previous works |  |

# Eligibility, Qualification and Evaluation Process & Award Criteria

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

**Administrative instructions:**

* Bid submission by the deadline.
* Submission of all supporting documents as outlined above in section 7.
* All costs must be quoted in Euro.
* Bidders must confirm that the period of validity of their proposal is not less than 12 months

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**

The second phase of evaluation of the responses will determine whether the bidder meets with GOAL minimum requirements. These are:

1. Bidders must have relevant examples of past evaluations.

2. Quality of CVS

**Award Criteria**

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

1. Financial proposal
2. Technical Proposal
3. Quality of past evaluations
4. Quality of two references

# 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 | 🞏 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 bidder) 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) |  | | |
| Provide details of any applicable Quality Assurance certificates or qualifications your company or employees have: |  | | |
| A statement of overall turnover and turnover in respect to the goods and services offered under the proposed agreement for the last three years as per the following table: | | | |
| **Year** | **Offered Goods Turnover <EURO>** | **Overall Turnover <EURO>** | |
| **2020** |  |  | |
| **2019** |  |  | |
| **2018** |  |  | |

|  |  |
| --- | --- |
| 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 <DUB\_MEV\_479>, the bidder hereby asserts that the following statements are correct at the time of submission; and further undertakes to inform GOAL of any changes in status of these matters. |
| The bidder is not bankrupt or is being wound up, neither are its affairs are being administered by the court nor has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulation.  The bidder is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.  Neither the bidder, a Director or Partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata nor been guilty of grave professional misconduct in the course of their business.  The bidder has fulfilled all its obligations relating to the payment of taxes or social security contributions in Ireland or any other state or country in which the tenderer is located or doing business.  Neither the bidder, a Director or Partner has been found guilty of: fraud, money laundering, corruption; convicted of being a member of a criminal organisation; nor of serious misrepresentation in providing information to a public buying agency  The bidder has not contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.  That all data subjects have specifically consented to the use and storage of their data by GOAL for the purpose of analysing the 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. |

I confirm that my bid has a validity of < 360 > 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: Technical Offer**

**Consultants should mention the following areas in their Technical proposals:**

|  |  |
| --- | --- |
| **Areas** | Tick |
| 1. Methodological approach |  |
| 1. Evaluation plan including timeframe |  |
| 1. Logistics plan |  |
| 1. Division of tasks between team members (in case of a team of evaluators) |  |

**Please note, the proposal should not exceed five pages!**

By submitting this offer, I confirm that all data subjects have specifically consented to the use and storage of their data by GOAL for the purpose of analysing the offers and awarding a contract under this quotation request; and further understood that the personal data may be shared internally within GOAL and externally if required by law and donor regulations; and may be stored for a period of up to 7 years from the award of contract.

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

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**Appendix 2: Financial offer**

Please provide an all-inclusive daily rate. You may wish to include more than one rate if there are different levels of experience in the firm.

Instructions:

Cost to be in EUROS

Consultant to insert table/rate here clearly stating that all the above costs are included and state any additional taxes/VAT rates payable. VAT should be shown as a separate figure if known.

Note:

* In cases where more than one rate is stated GOAL will evaluate the highest rate but does encourage Consultants who work with others to provide more than one rate.

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

Scorevendor = maximum score x (pricemin / pricevendor)

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

**Appendix 3: Terms of Reference**



External Evaluation of GOAL’s

Irish Aid Programme Fund

2017-2021

|  |  |
| --- | --- |
| Programme title: | Irish Aid Programme Fund |
| Geographical coverage: region, countries | Eastern Africa: Ethiopia, Uganda, Sudan, South Sudan  Southern Africa: Malawi, Zimbabwe  Western Africa: Sierra Leone, Niger  Middle East: Iraq  Latin America and the Caribbean: Haiti |
| Programme Lifespan: | One-year funding: 2017  One-year funding: 2018  Three-year funding: 2019-2021 |
| Programme budget (five years): | Approximately €50 million |
| Evaluation Commissioning Manager: | Dr Enida Friel,  Head of Monitoring, Evaluation, Accountability and Learning, GOAL |

# 1. Introduction

GOAL has been a long-term recipient of Irish Government funding. Irish Aid (IA) is a key donor and partner of GOAL, as it is GOAL’s home institutional donor and IA funding is at the core of everything that GOAL does. GOAL’s current IA funding is implemented through a “blended approach” of development and humanitarian funding under one programme – the Irish Aid Programme Fund (IAPF). The annual budget of this programme since 2017 is approximately €10million. IAPF started in 2017 and will continue through 2021.

The Irish Aid Programme Fund’s Aim is:

* *To foster resilient wellbeing for poor and vulnerable people.*

Under this Aim IAPF has four Goals:

1. *People survive crisis;*
2. *People have resilient health;*
3. *People have food and nutrition security;*
4. *People have sustainable livelihoods.*

A fifth Goal that covers the Development Education (DevEd) and Public Engagement (PE) work that is funded under this Programme is:

1. *Global citizenship and leaders acting for a fair and sustainable world*

The Goals are measured by several Core Objectives and Key Indicators, chosen as relevant by each individual country programme. These Goals, Objectives and Indicators align with GOAL’s Global Strategic Plan 2019-2021.

The IAPF operates currently in 10 countries: Ethiopia, Uganda, Sudan, South Sudan, Malawi, Zimbabwe, Sierra Leone, Niger, Iraq and Haiti. In 2017 and 2018, IAPF was operational in the eight African countries only; Haiti and Iraq were added to the portfolio from 2019 bringing the number of countries to ten in 2019, 2020 and 2021. The DevEd and PE component of IAPF is implemented in Ireland.

While the IAPF will continue until the end of 2022, GOAL is planning an external evaluation in the second half of 2021, covering 2017-2020. The evaluation will inform the development of a new partnership with IA from 2023 onwards and will document GOAL’s results across IAPF. The evaluation will be shared with IA, GOAL’s Board, GOAL country teams, partners and beneficiaries where and as possible. The evaluation results will be published on GOAL’s website and be made available to the Irish public and peer organizations in the INGO sector, interested academics, donor institutions, etc.

Individual country programme baselines, reviews, evaluations, research studies and reports that have taken place during 2017-2021 will be made available and inform the evaluation. Recent reviews of the DevEd and PE were also conducted and will be made available to inform the overall evaluation of IAPF.

The evaluation will be external and a **summative evaluation**.

# 2. Definitions and Scope of the Evaluation

## 2.1 Evaluation Objectives

The proposed objectives of the evaluation are:

* To articulate and test the IAPF’s Theory of Change (ToC) and the assumptions that it is based on;
* Assess the Programme’s relevance, effectiveness, and sustainability against the OECD DAC evaluation criteria.

The Evaluation will cover Goals 1-4 implemented at country level and Goal 5 implemented in Ireland.

## 2.2 Evaluation Purpose

The purpose of the evaluation is to assess GOAL’s performance and delivery of the IAPF (both in countries and Ireland) according to selected OECD DAC evaluation criteria. The evaluation will help GOAL to document its lessons learned and best practices generated through this Programme and inform the design of the new Programme funded by IA from 2022 onwards.

## 2.3 Evaluation Scope

The evaluation’s scope will cover the IAPF country programmes as outlined in Section 1. It will include visits (physical or virtual) to at least two country programmes preferably in different geographical region, programme scope and size. The evaluation will also assess GOAL’s Resilience Hub work, as well as the delivery of the Development Education and Public Engagement aspects of the IAPF.

The evaluation will be organised around the selected OECD DAC evaluation criteria below and the Programme’s ToC.

**Relevance & Coherence: To what extent is the programme responding to the needs of participants/beneficiaries in the evolving context?**

Is the Theory of Change (including for DevEd and PE and Resilience Hub) holding true? Is the organisation adapting appropriately in response to changes in the context? Is the programme aligned with national and international priorities? Is the programme reaching the most vulnerable groups e.g. women, young girls, children under five years of age, people with disabilities? Is the programme addressing their priority needs?

**Effectiveness:** **Is there evidence that anticipated results *are being achieved* at the current stage of the programme*?***

To what extent is the programme (including for DevEd and PE and Resilience Hub) meeting its targets and delivering its outcomes and outputs? Is the “blended approach” of development and humanitarian funding boosting or hindering effectiveness? Are the monitoring and accountability mechanisms effective in providing timely data to inform programming decisions? To what extent can the emerging results be attributed to the programme?

**Sustainability: To what extent is the organisation building institutional capacity of local partners?**

Is the programme (including for DevEd and PE and Resilience Hub) enhancing local ownership and capacity to influence policy? Where relevant, is the programme contributing to localisation of humanitarian aid? To what extent are relevant partnerships/capacities being developed to ensure sustainability? Is the implementation of the “blended approach” contributing to sustainability of any aspect of the programme?

## 3. Evaluation Approach and Methodology

The evaluation will be gender-sensitive, inclusive, culturally sensitive and participatory. It is essential that the process of data collection, as well as storage of data, is supported by careful ethical practice (see Section 7).

The data collection methods will be preferably mixed: quantitative and qualitative. The evaluation participants will encompass a range of stakeholders, including but not limited to, the beneficiary populations, non-beneficiaries, partner organisations, Government representatives of the countries of implementation, GOAL country teams, GOAL Ireland staff and Board and IA. Potential positive or negative spill over effects of the programme will be considered.

GOAL prefers the use of surveys for quantitative data. These will be rigorously analysed and representative of the programme within the reasonable limits and constraints of each context. Qualitative data - in the form of key informant interviews, focus groups and observations - will also be rigorously analysed and will primarily focus on developing a deeper understanding about the programme, and providing recommendations for improving or strengthening the relevance/coherence, effectiveness, and sustainability of the programme.

The proposal from the evaluator(s) will contain the following topics as a minimum:

* The evaluator’s understanding of the evaluation questions;
* Description of the phases related to the evaluation approach proposed;
* Sources of information for primary data collection;
* Sampling strategies, including area and population group represented in the sample, sampling methods, procedures and sample size;
* Type of instruments to be used for data collection e.g. interviews, focus group discussions etc;
* Type of data analysis that will be carried out;
* Software that will be used to analyse data - quantitative and/or qualitative;
* Reference indicators and benchmarks for each evaluation question (where relevant);
* Ethics and consent.

Once the selection process is finalised and before proceeding to sign the contract with the evaluator(s), the exact methodology proposed will be agreed in an Inception Report submitted by the evaluator(s). The Inception Report will be cross-checked against IA’s Guidance on Programme Evaluation in order to ensure GOAL is compliant with it.

# 4. Schedule, budget, logistics and deliverables

This evaluation will take place in the second half of 2021, starting no later than 1st August 2021 with the final approved report submitted no later than 30th November 2021. The proposal from the evaluator(s) should present an evaluation implementation plan specifying time and resources required for:

* the document review;
* the data collection, including time for travel (or to arrange) to meet communities, partners and stakeholders that facilitates meaningful engagement;
* the meetings between the evaluator(s) and the Evaluation Commissioning Manager;
* the data analysis;
* the report preparation;
* obtaining feedback on the preliminary results and recommendations;
* the report finalisation;
* the closing workshop to present findings and recommendations to GOAL.

The proposal should also include a costed logistics plan, specifying expectations (as relevant) of:

* the payment schedule;
* the travel and accommodation arrangements (if required);
* access to programme documentation, beneficiaries, partners and other stakeholders;
* the working days/hours, holidays and other special requirements e.g. working weekends, if travel days or public holidays are counted as working days etc;
* the weather, socio-cultural or other conditions that could influence the data collection/analysis process;
* provision of services such as translators, enumerators, office space, phone/internet access, printing, photocopying, transport, meals, etc (if required);
* communication with stakeholders.

The findings of the evaluation will be shared with GOAL in the following formats by the dates specified:

* A first draft of the evaluation report submitted to the Evaluation Commissioning Manager in GOAL for feedback and comments by 1st November 2021.
* The evaluation report should follow the GOAL standard, which is available on request, including, but not limited to sections such as: Methodology, Findings, Conclusions, Recommendation.
* The report should be kept to 30 pages excluding the cover page, table of contents, list of tables/figures/acronyms, glossary and appendices;
* The report will include an Executive Summary of two pages which can be published separately to the full report;
* The final evaluation report incorporating the feedback and comments to be submitted to the Evaluation Commissioning Manager in GOAL no later than 24th November 2021;
* A closing presentation outlining the main findings and recommendations to be conducted for GOAL’s Head Office and Country Programme staff at a date agreed between 26th- 30th November 2021

# 5. Evaluation responsibilities and management arrangements

The external evaluator(s) is/are responsible for performing the evaluation, validating preliminary results and recommendations, submitting a first draft report to GOAL and a final report after feedback from GOAL has been received. The external evaluator(s) is/are also responsible for conducting a closing presentation within the timelines stated above and agreed in the contract.

GOAL is responsible for making payments, facilitating timely access to documents, stakeholders, providing other support required e.g. transport, accommodation, office space, communications etc.

The process of overcoming any possible disagreement or performance dissatisfaction between the two parties will be articulated in the contract signed between GOAL and the Evaluator(s).

The evaluation will be commissioned following GOAL’s procurement policies and procedures. Evaluating Commissioning Manager will be supported by a small internal reference group. GOAL will strive to achieve a gender balance with this group and have representatives from different stakeholders e.g. GOAL Board, Head Office staff, GOAL Country Teams, partners, community members and other stakeholders.

# 6. Dissemination strategy, plan and responsibilities for sharing and using the findings and recommendations

Following the completion of the evaluation, a management response to the findings and recommendations will be developed by GOAL. This will include an action plan for addressing the prioritised findings and recommendations. Preferably the full evaluation report, and at least the executive summary and management response will be posted on GOAL’s website and made available for publishing to IA.

Findings will be used to inform GOAL’s grant submission to IA beyond 2022, programme development, institutional learning, accountability and influencing internally and externally. The report or the executive summary will be shared with evaluation participants and other relevant stakeholders including IA, GOAL’s Board, partners, peer organisations, academia. The executive summary may be translated into local languages to facilitate community and local stakeholder accessibility.

The final report and any primary data collected will be the property of GOAL.

# 7. Ethical Considerations

The evaluation team will make clear to all participating stakeholders that they are under no obligation to participate in the evaluation study. All participants will be assured that there will be no negative consequences if they choose not to participate. The evaluation team will obtain informed consent from the participants. The evaluation team will ensure prior permission is received for taking and use of visual still/ moving images for specific purposes e.g. for evaluation report and presentations. To protect the anonymity of individuals, communities, stakeholders and partners the evaluation report will not include names or identifying features of evaluation participants and will ensure the visual data is protected and used for agreed purposes only. In particular, the evaluation team will employ robust data security measures to further ensure participants’ confidentiality and anonymity. The evaluation team is responsible for determining whether their proposed methodology would require Institutional Review Board (IRB) clearance and will be responsible for clearing the process and training if such approval is required.

# 8. Evaluator Profile

The skills and competencies that GOAL is seeking from the lead evaluator are:

* Individuals or firms in academia, social research, with a background in research methods, integrated humanitarian and development programming, development studies, or other related fields;
* Experience with IA development and/or humanitarian programmes and the Irish aspects of the IA programme e.g. Development Education, Public Engagement;
* Extensive experience of conducting evaluations along DAC OECD evaluation criteria, ideally leading an evaluation team and experience of designing evaluation methodology / tools, data analysis etc;
* In-depth knowledge of quantitative and qualitative research methods;
* Competent in using software packages for quantitative and qualitative analyses;
* Excellent presentation and writing skills;
* Capacity to work collaboratively with multiple stakeholders;
* Experience of the countries of operation mentioned;
* Excellent analytical and writing in English.

Evaluator(s) should be aware of and use the Code of Ethics mandated by the European Evaluation Society and other relevant regional bodies e.g. African Evaluation Association.

# 9. Proposal submission and selection process

The deadline for submission of the technical and financial proposal, accompanying documents and relating queries is by (11.59pm UK GMT) 15th June 2021.

The proposal should not exceed five pages excluding CVs, references (if available) and other appendices. The proposal should contain a methodological approach, evaluation plan, logistics plan, budget (including information on fees), division of tasks between team members (in case of a team of evaluators), CVs and references (if available).

The selection criteria to be applied will be:

1. Quality of the technical proposal;
2. Profile and competency of the evaluator(s);
3. Suitability and relevance of the financial proposal;
4. Up to three relevant examples of past evaluations completed;

Applications lacking any of the above requirements will not be considered.

There will be a process of two weeks to review the proposals with the possibility of requests for clarification from GOAL, with finalisation of the proposal into an Inception Report and contract signature by the 15th July 2021. The evaluation process may commence no later than 1st August 2021.

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

**Appendix 4: Goal Terms and Conditions**

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.

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 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.

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. 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

1. 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.

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.

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.

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. 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.

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. The service provider/contractor must adhere to the principles of humanitarian aid.

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. 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.

1. 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.

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. 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.

1. CONFIDENTIALITY

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

1. DISPUTES - ARBITRATION

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

1. SETTLEMENT OF DISPUTES

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

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

1. 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 Irish Courts.

1. BANK GUARANTEE

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

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
* Packaging and Paper
* 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 labor 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.

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