

# Request for Quotation (RFQ) for the Developing Thematic Guideline and Practical Tools ADA-Pro-25155

# 1 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 13 countries globally. For more information on GOAL and its operations please visit <a href="https://www.goalglobal.org/">https://www.goalglobal.org/</a>.

GOAL Turkey has been implementing an ECHO funded protection program (LINK), LINK aims to connect vulnerable and marginalized communities to available state and non-state services in Adana, Gaziantep, Mersin and Şanlıurfa using outreach, advocacy, and Individual Protection Assistance (IPA) approaches. LINK has been designed to address and mitigate protection concerns of the vulnerable/marginalized refugees through provision of critical information and raising their awareness on their rights, obligations and services available in Turkey, by sensitization/advocacy (targeting key stakeholders and service providers, etc.) activities, and Individual Protection Assistance (IPA) services to enable marginalized/vulnerable refugees to access to basic, social and protective services available under the provisions of Temporary and International Protection regulations in Turkey. In all locations, the program particularly targets refugees from nomadic/semi-nomadic backgrounds including Dom and Abdal communities and refugees engaged in seasonal agricultural labouring along with other vulnerable refugees

# 2 TIMELINES

Line	ltem	Date, year, time, and time-zone
1	RFQ published	30 September 2021, 09:00 (GMT+3)
2	Closing Date for Clarifications	07 October 2021, 17:00 (GMT+3)
3	Closing date and time for receipt of quotations	21 October 2021, 17:00 (GMT+3)
4	Contract award forecast	04 November 2021

# 3 SUPPLY REQUIREMENT

GOAL invites prospective suppliers to submit their quotation for the provision of **Developing Thematic Guideline** and Practical Tools for Duty Bearers, Policy Makers and Service Providers to Enhance Access to Protection Services and Opportunities for the Refugees / Asylum Seekers from Nomadic Cultural Background and those Engaged in Seasonal Agricultural Labor and delivery to Mersin, Adana, Gaziantep, and Şanlıurfa including Ankara.

The detailed required description shall be found in the **Appendix-5 Terms of Reference**.

# 4 TERMS OF BIDDING

GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate for the provision of To Develop Thematic Guidelines and Practical Tools to be used by Duty Bearers, Service Providers and Policy Makers with the aims of equipping and enabling them to be better target, reach and provide services and assistance to women, men, boys and girls form LINK' target groups.

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

Any queries about this RFQ should be addressed in writing to GOAL via email on <u>procurementsy@sy.goal.ie</u>. Please include the reference number **ADA-Pro-25155** and words "**CLARIFICATION REQUIRED**" in the subject line

# 5 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 Appendix 1.
- In the event of a contract being awarded to a bidder that has knowingly withheld relevant information or otherwise misled GOAL in the evaluation process in any way, then that contract will be rendered null and void
- Any conflicts of interest involving a tenderer must be fully disclosed to GOAL particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tenderer
- GOAL is not bound to accept the lowest, or any bid submitted and can terminate this competition at any stage.
- Information supplied by respondents will be treated as contractually binding.
- Unsuccessful bidders will be notified.
- GOAL's standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order.
- This document is not construed in any way as an offer to contract
- GOAL and all contracted suppliers, and their subcontractors, associates or partners must act in all its procurement and other activities in full compliance with donor requirements and the highest ethical standards.
- 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 ITT 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 ITT
  will reflect this requirement.

# 6 SUBMISSION OF QUOTATIONS

Quotes must be delivered electronically by email:

Email to <u>procurementsy@sy.goal.ie</u> and in the subject field state:

- 1. ADA-Pro-25155 for Developing Thematic Guideline and Practical Tools
- 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.

Please note that ALL documents attached to emails must either be in PDF format, or scans of hard copy documents. No excel, word or other 'soft copy' documents will be accepted, and bids submitted using soft copy documents may be rejected.

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

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

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

# 7 SUBMISSION CHECKLIST

Line	Item	Format	Tick attached
1	This document filled in and signed	Sign & stamp, scan and save as a	
		single PDF entitled 'RFQ	
		Document for ADA-Pro-25155 '	
2	Appendix 1 - Company Information and Signed	Filled, sign & stamp, scan and	
	Statement	save as a single PDF entitled	
		'Appendix 1_Company	
		Information and Signed	
		Statement'	
3	Appendix 2 – RFQ Statement	Filled, sign & stamp, scan and	
		save as a separate excel and PDF	
		entitled 'Appendix 2_RFQ Statement'	
5	Appendix 3 - Financial Offer	Filled, sign & stamp, scan and	
		save as a single PDF entitled	
		'Appendix 3_Financial Offer'	
6	Appendix 4- Technical Proposal (It should add the	It should be prepared by	
	following required documents as Annexes to the	interested Service Providers, Max	
	Technical Proposal)	4 pages	
	a) Reference Contact Details		
	b) Sample Research Report / paper from similar		
	assignments		
	c) Methodology		
	d) Detailed Weekly Work Plan		
	e) Resumes / CVs		
	f) One Similar Assignment		
	g) Copy of organization's registration documents		
	(does not apply for independent researchers).		

# **APPENDICES & ANNEXES**

**Appendix 1 – Company information** 

**Appendix 2 – RFQ Statement** 

**Appendix 3 – Financial Offer (attached as a separate excel and PDF)** 

**Appendix 4 – Technical Proposal** 

**Appendix 5 – Terms of Reference** 

**Appendix 6 – GOAL Terms & Conditions** 

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

# 8 ELIGIBILITY, QUALIFICATION AND EVALUATION PROCESS & AWARD CRITERIA

# **8.1** 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	<b>Evaluation Process</b>	The basic requirements with which proposals must comply with	
#	Stage		
1	Administrative instructions	<ol> <li>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.     </li> <li>Submission Method:         Submissions must be delivered in the method specified in Section 6 of this document with the response format detailed in Section 7.     </li> <li>Format and Structure of the Proposals:         Submissions must conform to the response format laid out in Section 7 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.     </li> </ol>	
		4. Confirmation of validity of your proposal:  The supplier must confirm that their proposal is valid for 60 days.	
2	Essential Criteria	<ul> <li>Minimum 3 years of experience in conducting similar research activities / field studies on disadvantaged groups, for the key team members.</li> <li>Previous experience of conducting research activities / field studies for INGOs, Humanitarian Organisations and/or UN Agencies.</li> <li>Research, reporting and practical guideline development experience in protection sector requested under this service contract.</li> <li>Submission of a similar assignment with contact person and contact details.</li> <li>Submission of at least one of sample research report / paper from similar assignments</li> <li>Submission of a detailed technical proposal as requested</li> <li>Submission of a financial proposal with costs for different deliverables and services.</li> <li>Proposed methodology is compliant with the timeframe of the requested deliverables and services</li> </ul>	

		<ul> <li>Submission of detailed weekly work plan elaborating on timeline of the requested deliverables and timeframes for GOAL's approvals for them.</li> </ul>	
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:  • Expertise and experience (Weighting 25%)  • Relevance and technical quality of the methodology (Weighting 25%)  • Delivery Time (Weighting 20%)  • Total Price (Weighting 30%)	
4	Qualification	All due diligence checks are found to be clear including but not limited to Anti-	
	Criteria	Terror Checks.	

#### 8.2 AWARD CRITERIA FURTHER INFORMATION

## Expertise and experience (25%)

- Relevant research and reporting experience from similar assignments targeting disadvantaged groups.
- □ Bidder's team member's size, relevance, composition, qualification, and experience to deliver the requested services.
- □ Relevant experience in conducting third party advocacy activities with governmental and municipal authorities and/or civil / humanitarian service providers.
- □ Relevant experience in delivering research services to humanitarian, UN and/or development agencies.

# Relevance and technical quality of the methodology (25%)

- □ Quality, relevance, and feasibility of the submitted technical proposal.
- □ Quality, relevance, and feasibility of the submitted work plan.
- Quality, relevance, and feasibility of the methodology to meet the requested deliverables.

**Technical proposal**; Max 4 pages; clearly describing familiarity with the context, previous experience in working with LINK's Target Groups and/or with other vulnerable / disadvantaged populations, tentative information on the proposed methodology, access strategy to the LINK's target groups, tentative information on the third-party advocacy and sensitization activities and previous experience in conducting third party advocacy activities with governmental authorities and/or civil / humanitarian service providers.

Technical proposal must also include proposed deliverables that will be produced throughout / by the end of the consultancy.

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.

Please refer to Terms of Reference(Appendix 5) for further information on technical proposal requirements.

# **Delivery Time (20%)**

Delivery time is the date of Consultancy Company shall start working on the project (as per TOR) from the date contract signed. Please refer to the Appendix 5 for required start date.

## Price (30%)

Refer the Appendix-3, service providers must fill, sign and stamp. The successful tenderer once formally contracted will invoice per acceptance by GOAL as per payment schedule given in Appendix 5 TOR. Further details are included in Appendix - 3 Financial Offer.

All prices must be in **EURO (EUR).** 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) as per Appendix 3 – Financial Offer.

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

Scorevendor = maximum score x (pricemin / pricevendor)

# APPENDIX – 1 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	o Company	o Other (specify):
	o Partnership	
	o Joint Venture	
VAT Number (where applicable)		
Tax registration number (if different		
to VAT number)		
Directors names and titles		
Diagon state warms of any other		
Please state name of any other		
persons/organisations (except		
tenderer) who will benefit from this		
Contract.		
Parent company		
Ownership		
I	ck relevant box. If YES – provide details for ea	ach company in the form of
additional tables in this format.		
oYes	oNo	
	oNo	
oYes	oNo	
oYes Provide details of contracts of a	oNo	
oYes  Provide details of contracts of a similar nature carried out in the last	oNo	
oYes  Provide details of contracts of a similar nature carried out in the last two years (please state customer	oNo	
oYes  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)	oNo	
oYes  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	oNo	
oYes  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	oNo	
oYes  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	oNo	
oYes  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	oNo	
oYes  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	oNo	
oYes  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:		
oYes  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:  Please include at least 2 (two) references	ces who may be contacted on a confidential b	pasis to verify satisfactory
oYes  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:		easis to verify satisfactory
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:  Please include at least 2 (two) reference execution of contracts:		asis to verify satisfactory
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:  Please include at least 2 (two) reference execution of contracts:  Reference 1		asis to verify satisfactory
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:  Please include at least 2 (two) reference execution of contracts:  Reference 1  Name		asis to verify satisfactory
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:  Please include at least 2 (two) reference execution of contracts:  Reference 1  Name  Organisation		asis to verify satisfactory
oYes  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:  Please include at least 2 (two) reference execution of contracts:  Reference 1  Name  Organisation  Address		asis to verify satisfactory
oYes  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:  Please include at least 2 (two) reference execution of contracts:  Reference 1  Name  Organisation  Address  Phone		pasis to verify satisfactory
OYes  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:  Please include at least 2 (two) reference execution of contracts:  Reference 1  Name  Organisation  Address		asis to verify satisfactory

Nature of supply	
Approximate value of contract	
Reference 2	
Name	
Organisation	
Address	
Phone	
Fax	
Email	
Nature of supply	
Approximate value of contract	
<u>-</u>	

By submitting an offer under this request for quotation **RFQ. ADA-Pro-25155** for Developing Thematic Guideline and Practical Tools, 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 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: ADA-Pro-25155

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 the validity period of our RFQ offer to be 60 Days from date of submission.
- 4. We confirm that we have the capability to satisfy the essential criteria listed for the RFQ (.i.e including but not limited to Minimum 3 years of experience in conducting similar research activities / field studies on disadvantaged groups, for the key team members. Please refer to Section 8.1 Evaluation Criteria /Essential Criteria for further details)

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

# **APPENDIX 3: FINANCIAL OFFER**

See separate excel spreadsheet

# **APPENDIX 4: TECHNICAL PROPOSAL**

Technical proposal; Max 4 pages; clearly describing familiarity with the context, previous experience in working with LINK's Target Groups and/or with other vulnerable / disadvantaged populations, tentative information on the proposed methodology, access strategy to the LINK's target groups, tentative information on the third-party advocacy and sensitization activities and previous experience in conducting third party advocacy activities with governmental authorities and/or civil / humanitarian service providers.

Technical proposal must also include proposed deliverables that will be produced throughout / by the end of the consultancy.

# **APPENDIX 5: TERMS OF REFERENCE**

# **TERMS OF REFERENCE**

Can be a technical offer page that bidders fill in, or a more detailed description of the requirement.

# **TERMS OF REFERENCE**

Developing Thematic Guideline and Practical Tools for Duty Bearers, Policy Makers and Service Providers to Enhance Access to Protection Services and Opportunities for the Refugees / Asylum Seekers from Nomadic Cultural Background and those Engaged in Seasonal Agricultural Labor.

# 1. INTRODUCTION

GOAL is an international emergency and development NGO dedicated to alleviating the suffering of the poorest and most vulnerable. GOAL was established in 1977 and is currently operational in 14 countries world-wide. GOAL has been working in Syria since 2013, responding to the acute needs of conflict-affected communities. GOAL has been contributing to the urban refugee responses in Turkey since 2016 with a focus on responding to needs in health service delivery and protection of vulnerable and marginalized refugees in southern Turkey.

GOAL Turkey has been implementing an ECHO funded protection program (LINK), LINK aims to connect vulnerable and marginalized communities to available state and non-state services in Adana, Gaziantep, Mersin and Şanlıurfa using outreach, advocacy, and Individual Protection Assistance (IPA) approaches. LINK has been designed to address and mitigate protection concerns of the vulnerable/marginalized refugees through provision of critical information and raising their awareness on their rights, obligations and services available in Turkey, by sensitization/advocacy (targeting key stakeholders and service providers, etc.) activities, and Individual Protection Assistance (IPA) services to enable marginalized/vulnerable refugees to access to basic, social and protective services available under the provisions of Temporary and International Protection regulations in Turkey. In all locations, the program particularly targets refugees from nomadic/semi-nomadic backgrounds including Dom and Abdal communities and refugees engaged in seasonal agricultural labouring along with other vulnerable refugees.

One of the ambitions of LINK program is to develop Thematic Guideline and Practical Tools for Duty Bearers, Service Providers and Policy Makers to enable them to better target, reach and provide Protection services and assistance to refugees/ asylum seekers from nomadic cultural background and those engaged in seasonal agricultural labouring.

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# 2. LIST OF ABBREVETIONS

IP : International Protection

LINK's Target groups agricultural laboring).

 $: Refugees \ from \ Nomadic/Semi-nomadic \ background \ and \ those \ engaged \ in \ seasonal$ 

METİP : Improving the social and professional life of nomadic seasonal agricultural workers"

(METIP) project.

NSR : Nomadic/Semi-nomadic Refugees
RSAWs : Refugee Seasonal Agricultural Workers

SA : Seasonal Agriculture
SAL : Seasonal Agricultural Labor
TP : Temporary Protection
KI : Key Informants

KII : Key Informant Interviews.FGD : Focus Group Discussion

# 3. SUMMARY OF THE CONSULTANCY/RESEARCH SERVICES REQUIRED

Research Timeframe	12-15 weeks	
General Objective	To enhance the most vulnerable and excluded asylum seekers/refugees' access to Protection	
General Objective	services and assistance.	
Specific Objective	To Develop Thematic Guidelines and Practical Tools to be used by Duty Bearers, Service Providers and Policy Makers with aims of equipping and enabling them to better target, reach and provide services and assistance to refugees/ asylum seekers from nomadic cultural background and those engaged in seasonal agricultural labouring (NSRs and RSAWs)	
Key Research	1) What are the special circumstances, individual and external barriers and their root causes	
Questions	that prevent LINK's target groups' (including men, women, girls, and boys) meaningful and dignified access to available protection services and opportunities?	
	2) What are the good practices (if any) and solutions suggested or offered by LINK's target groups, different actors, and stakeholders for meaningful inclusion of the most vulnerable asylum seekers/refugees and their access to services and assistance?	
	Based on barriers and their root causes (in accessing to protection services and assistance meaningfully) identified from the perspectives of different actors and refugees themselves and the solutions offered/suggested by them, what are the recommendations of the researcher(s) / consultant(s) for duty bearers, services providers, different actors, and stakeholders? This is to be elaborated for different actors, at mezzo and macro level, including humanitarian agencies, civil society organizations, business chambers and statutory duty bearers.	
	4) What practical tools, ways/pathways can be developed for and used by duty bearers, service providers (both statutory and civil / humanitarian) and policy makers that would enable them to better target, reach and provide protection services and assistance to refugees/ asylum seekers from nomadic / semi-nomadic cultural backgrounds and those engaged in seasonal agricultural labour?	
Research	Research Methodology:	
Methodology and Suggested Sources of	Qualitative and quantitative research	
Data Suggested Sources of Primary and Secondary Data:		
	Desk Research and Literature Review - For critical evaluation of already available material and findings. Desk Research will also serve as a baseline to this study by reviewing below exemplified secondary sources of data to in relation to data collected through primary data collection tools and activities	
	□ <b>Key Informant Interviews (KIIs)</b> - with diverse key stakeholders, policy makers, duty bearers and service providers including community leaders (both male and female) from impact populations. Please see below for key stakeholders for KIIs.	

	Focus Group Discussions (FGD) - sensitive to culture, age, gender, and conflict, to be held with boys, girls, men, and women from LINK's target groups in all project locations.
	<ul> <li>Other data collection methods and sources will also inform above listed main sources of data as they are methodologically relevant / convenient and sufficient. These include but are not limited to:         <ul> <li>Media monitoring on incidents related to access to rights and services, social cohesion, etc.</li> <li>Case studies.</li> <li>The data collected through Individual Protection Assistance (IPA), Case Management (CM) and Protection Monitoring activities.</li> </ul> </li> </ul>
Geographic Coverage	Mersin, Adana, Gaziantep, and Şanlıurfa including Ankara for interviews with central level Key Informants and Stakeholders.
Impact Populations	Refugees / asylum seekers from nomadic / semi - nomadic cultural backgrounds and those engaged in seasonal agricultural labour.
Target Audiences	Duty Bearers, Civil and Humanitarian Service Providers, Community Based Organizations, and Policy Makers including Donor institutions.
<b>Expected Outputs</b>	Expected Deliverables
	1) Inception report.
	2) Research report elaborating on situation and needs analysis of LINK target groups as well as tailormade recommendations targeting various audiences according to their roles, responsibilities, and capacities in refugee response mechanisms.
	3) A tailormade guideline in protection sector targeting duty bearers, policy makers and service providers.
	4) Tailor made presentations of findings and recommendations for different group of actors and stakeholders.
	5) Practical tools that can be used by duty bearers and services providers to better target, reach and provide services and assistance to women, men, girls, and boys from LINK's target groups.
	Expected Services
	Third party advocacy: Upon the completion of above listed deliverables and in collaboration with GOAL, the contractor is required conduct third party advocacy and sensitization activities (including a webinar) targeting afore mentioned key stakeholders and duty bearers that are part of the refugee response in education, shelter, protection, and livelihood sectors.

# 4. BACKGROUND & RATIONALE

Turkey is both a transit and reception country for refugees and irregular migrants, and currently hosts the highest number of refugees in the world. According to the General Directorate of Migration Management, as of September,9, 2021, there are 3.710.532 Syrian refugees registered under temporary protection (TP) in Turkey, and only 52.516 living in official camp settings. As of September 2021, there are 233.520 Syrians registered in Mersin, 254.036 in Adana province, 457.183 in Gaziantep and 424.827 in Şanlıurfa. In addition to hosting the largest number of registered refugees from Syria, Turkey is also home to unknown number of communities of asylum seekers, refugees, and migrants from other countries such as Iraq, Iran, Pakistan, Burma, Palestine, Yemen, Sudan, and other African countries, according to UNHCR (as of November 2020) only 330.000 of them are registered under international protection in Turkey.

The Government of Turkey and non-governmental organizations (NGOs) have been working together to address the needs of vulnerable refugees who settled throughout Turkey in urban and peri-urban areas and living together with host communities, especially in the southeast regions, and big western cities, and often move within the country to access services or livelihoods opportunities.

As part of the larger humanitarian response in Turkey, as elaborated above, GOAL Turkey focuses its efforts to provide services and assistance to refugees/ asylum seekers from nomadic / semi-nomadic cultural backgrounds and those engaged in seasonal agricultural labour.

LINK Projects target groups (refugees from nomadic backgrounds and seasonal agricultural labourers) face unique challenges, compounded by a wariness to engage with authorities, particularly among those without IDs or with irregularities in their registration status. The data analysis, rapid assessments and results of the field research commissioned by GOAL do consistently indicate that these groups have multidimensional and interconnected vulnerabilities that are weakening their capacities and resilience to deal with potential protection threats and avoid negative coping mechanisms. Due to cultural aspects and the adoption of similar livelihoods strategies, both groups face common barriers in their access to education, services, and assistance, as well as poor shelter conditions (informal tents, overcrowded and inadequate structures), irregular and low-paid labour (including child labour), and a lack of social security. Field experiences, analysis of assessments and anecdotal evidence indicate that women and children bear the greatest burden in both target groups. Among the most frequently reported challenges for RSAWs and NSRs are: heavy reliance on informal jobs and child labour (with the implicit risks of being in conflict with laws in Turkey); lack of legal status; lack of understanding and knowledge of rights and social/protection services; language and cultural barriers; lack of access to formal employment and meaningful livelihood opportunities; poor shelter conditions; and frequently changing regulations, arbitrary and at times discriminatory administration of policies and procedures, widespread prejudice towards refugees, and lack of necessary experience, confidence and means among target groups to seek and access such services and rights. There are also barriers to education for children from both target groups including but not limited to: not being able to attend schools due to mobility, irregularities with registration, distance to schools families inability to afford transportation, discriminatory attitudes at schools, peer bullying and violence by teachers, language barrier, lack of familiarity with formal education environments and families' perception of childhood age, domestic care responsibilities of girl children, low importance given to education, and so forth. As a result of these vulnerabilities and challenges, individuals and households are prone to reliance on negative coping strategies, such as reduction in meals consumed, child labour, selling assets, begging, or forced/early marriage. Social isolation and poor access to livelihoods and essential services can also increase pressure on families, driving up the likelihood of physical and emotional violence, and exposing boys and girls to increased threats of exploitation and abuse. Long term exposure to such stressors is likely to have a devastating impact for all, particularly on children's mental health and psychosocial wellbeing, as well as on communities' socio-economic development and stability. Refugees from nomadic background and seasonal agricultural workers are often particularly unprepared for natural disasters and crises, as seen during the December 2019 floods in Adana plains, as well as the ongoing COVID-19 pandemic. Many rely on informal jobs and have nothing to fall back on during times of crisis or hardship, with no or very little savings, and a lack of resources to stockpile food and other necessities. Shocks and unexpected breaks in income generation can have devastating effects for these groups, triggering psychosocial issues at individual and family levels, and adoption of negative coping strategies.

There are assessments and reports commissioned by GOAL and also others conducted by different institutions and actors on the needs and issues of the refugees; however, they are rather generic and do not indicate specific / structured actions that can be taken by different actors at different levels. It is expected that this study will provide a systematic overview of the profiles of impact populations and identify detailed and specific trends on the challenges faced by the impact population regarding their access to protection assistance and services from the perspectives of different actors including from the eyes of the impact populations, and the combination of the research report, thematic guidelines and practical tools to be developed by this assignment will greatly enhance evidence-based decision-making, targeting, reaching and providing meaningful services and assistance to refugees/ asylum seekers from nomadic / semi nomadic cultural background and those engaged in seasonal agricultural labour.

# 5. RESEARCH OBJECTIVES

# **5.1.** OVERALL AIM

To advocate for enhancement of the most vulnerable and excluded asylum seekers/refugees' access to Protection services and opportunities.

## **5.2.** Specific Objectives

To Develop Thematic Guidelines and Practical Tools to be used by Duty Bearers, Service Providers and Policy Makers with the aims of equipping and enabling them to be better target, reach and provide services and assistance to women, men, boys and girls form LINK' target groups.

# 6. RESEARCH QUESTIONS

The study is expected to assess the below questions, with age and gender sensitivities. The research should be gender-sensitive and the findings and analysis should be reported separately for boys and girls, women, and men.

1) What are the special circumstances, individual and external barriers and their root causes that prevent LINK's target groups' (including men, women, girls, and boys) meaningful dignified access to available protection services and assistance?

Under this research question, particularly under protection services, below areas shall be analysed and reported appropriately:

- Capacity and availability of services and referral opportunities.
- Involvement, collaboration, and complementarity of various line ministries at central and local level (DGMM, MFLSS etc.) as well as local and community-based protection actors.
- Profiles and registration barriers faced or the reasons behind not wanting to register under TP or IP.
- 2) What are the good practices (if any) and solutions suggested or offered by LINK's target groups, different actors, and stakeholders for meaningful inclusion of the most vulnerable women and men asylum seekers/refugees and their access to services and assistance?

The first two research questions, needs be analysed and reported with below listed actors in mind as much categoric as possible.

- From the perspectives of the refugees from LINK's target groups (disaggregated by age and gender).
- From the perspectives of the duty bearers (i.e., provincial directorates of education, health, family, labour, and social services, etc.) and statutory service providers and their relevant departments and service units including district, provincial and metropolitan municipalities.
- From the perspectives of community leaders (both male and female) among the LINK's target groups including teachers.
- From the perspectives of local and minority associations of nomadic/semi-nomadic communities
- From the perspectives of international humanitarian actors (INGOs, Donors and INGOs, etc.).
- From the perspectives of local/national civil society actors including associations (dernek ve vakıflar), universities, labour unions, chamber of business, chamber of industry and other occupational chambers and associations, etc.
- From the perspectives of relevant academics and researchers.
- Farmers, agricultural mediators, and agricultural cooperatives, etc.
- 3) Based on barriers and their root causes (in accessing to services and assistance meaningfully) identified from the perspectives of different actors and refugees themselves and the solutions offered/suggested by them, what are the recommendations of the researcher(s) / consultant(s) for duty bearers, services providers, different actors, and

stakeholders? This is to be elaborated for different actors, at mezzo and macro level, including humanitarian agencies, civil society organizations, business chambers and statutory duty bearers.

Researcher(s)/consultant(s) should offer tailormade, feasible, effective, and action-oriented solutions and recommendations per different actor or group of actors in such ways that to encourage and enable them to meaningfully target, reach and provide Protection services and assistances to asylum seekers/refuges from nomadic / semi-nomadic cultural backgrounds and those engaged in seasonal agricultural labouring. These solutions and recommendations should respond to the gender- and age-related dimensions of the barriers and their root causes where applicable.

4) What practical tools, ways/pathways can be developed for and used by duty bearers, service providers (both statutory and civil / humanitarian) and policy makers that would enable them to better target, reach and provide protection services and assistance to refugees/ asylum seekers from nomadic / semi-nomadic cultural backgrounds and those engaged in seasonal agricultural labour?

# 7. METHODOLOGY

# **7.1.** POPULATION OF INTEREST:

- a) Refugees/ asylum seeker (women, men, girls, and boys) from nomadic / semi-nomadic cultural backgrounds and those engaged in seasonal agricultural labour.
- b) Key stakeholders including various policy makers, duty bearers, services providers including but not limited to e.g., from UN agencies, donors, national and local authorities, national and international non-governmental organizations, municipal authorities and services and various civil society actors, etc.

# 7.2. RESEARCH METHODOLOGY AND SOURCES OF DATA

#### a) Secondary Data Sources

A Secondary Data Reviews (SDRs) will be conducted through desk research and literature review of all existing literature related refugee crisis in Turkey, particularly with regards to refugees/ asylum seeker (women, men, girls, and boys) from nomadic cultural background and those engaged in seasonal agricultural labouring. SDRs will serve to make visible any information-gaps that exist pertaining to aims of this prospective assignment and identify themes which can be explored through field studies and KIIs, etc. See below a (non-exhaustive) list of sources of information that can be included in the SDRs:

- Relevant situation and needs assessment studies (including gender and inclusion assessments and analyses) or reports
  drawn up by academics, research institutions, and various protection actors within or outside of the protection cluster,
  on asylum seekers and refugees in Turkey, particularly with regards to the impact population of this assignments. For
  example, UN agencies (UNHCR, UNICEF, UNDP, ILO, UNFPA, WFP and UN Women, etc.), International Federation of
  Red Cross and Red Crescent (IFRC), Turkish Red Crescent (TRC), Governmental bodies, National and International NonGovernmental / Humanitarian Agencies (I/NGOs), and Civil Society Organizations (CSOs), etc.
- Review of legal framework for existing migration and asylum policies and service provision to identify gaps in asylum seekers/refugees' access to protection services and assistances with a focus on impact refugee populations of this assignment. This includes national legal framework and government-led development initiatives aiming to improve the living conditions of seasonal agricultural workers such as the circular on "Improving the social and professional life of nomadic seasonal agricultural workers" (METIP) project. The data collected through Individual Protection Assistance (IPA), Case Management (CM) and Protection Monitoring activities.
- Other relevant research reports produced under the LINK Program.

Other secondary sources of data can also inform this study as they are methodologically relevant / convenient and sufficient. These may include, case studies, media monitoring findings on incidents related to access to rights and services, social cohesion, etc.

# b) Primary Sources of Data

Primary data will be collected directly from members impact populations living in LINK program locations using various interview technics and focus group studies and KIIs with various stakeholders.

It is recommended that following the SDRs compilation, primary data collection should start with interviews and focus group studies with women, men, girls, and boys from LINK's target groups /impact populations.

The KIs must be identified based on a purposive and systematic sampling method. **KI interviews** shall be conducted to enhance the secondary data review with competent actors from various stakeholders who are knowledgeable and has experiences on the followings, as respective to their roles:

- International aid architecture in general
- National and Regional Refugee Response Plan (3RPs)
- Refugee crisis and response mechanisms and existing interagency coordination mechanisms in Turkey
- National and international legal framework concerning refugees and asylum seekers in Turkey.
- Direct work experiences with refugees in Turkey in protection sector
- Key donors in Turkey and their resources and existing refugee response policies and resources.
- Experience of working with refugees from semi-nomadic / nomadic refugees cultural backgrounds and those engaged in seasonal agricultural labour.

The KI interviews will be conducted using semi-structured in-depth interviews, with the aim of filling the information gaps priorly identified during the SDRs. The assessment team shall make use of the network of local, national, and international stakeholders that GOAL has built up in Turkey in the past couple of years, sample of key informants listed below shall be extended through a snowball methodology where identified key informants nominate further informants. The assessment team shall continue to conduct interviews until data saturation is achieved.

In the first instance, KIIs involve interviewing the representatives from the below listed actors, organizations, and institutions with gender balance considerations for the KIs in place:

- GOAL Turkey program staff and supervisors.
- Relevant diverse representatives from UN Agencies (UNHCR, UNICEF, UNDP, ILO, UNFPA, WFP and UN Women, etc), International Federation of Red Cross and Red Crescent (IFRC), Turkish Red Crescent (TRC), National and International Non-Governmental / Humanitarian Agencies (I/NGOs), including International Organization for Migration (IOM), Governmental bodies and Civil Society Organizations (CSOs), etc.
- Donors including representatives of EU Delegation including ECHO in Turkey both at central and regional levels.
- Other international development and humanitarian actors/agencies including but not limited to GIZ, BPRM, World Bank and international aid and cooperation departments and units of consulates of various countries in Turkey.
- Key participants and leads/chairpersons of interagency coordination and working groups (protection, basic needs, gender-based violence, child protection, legal counsellors, livelihood, and so forth).
- Representatives of provincial directorates of education, health; family, labour and social services, and migration management.
- Representatives of municipal social services and social assistance including Municipal Police (Zabita).
- Senior civil servants of social assistance and solidarity foundations and provincial governorate including deputy governors responsible from provincial directorates of education, health, family, labour and social services and migration management.
- Local/national civil society actors, including associations Civil Society Organisations focusing on women rights and gender issues, minority rights, universities, labour unions, chamber of business, chamber of industry and other occupational chambers and associations, etc.

• Farmers and agricultural cooperatives, etc.

# 7.3. DATA ANALYSIS AND REPORTING

The primary data should be analysed mainly with qualitative analysis methods such as content analysis and narrative analysis. Researchers are also expected make use of quantitative research methods mostly when analysing secondary data such as data collected via IPA activities under LINK project. The consultancy team should categorise and represent the findings (recommendations, etc.) in reference to specific group of responding stakeholders such as national/local NGO (dernek ve vakiflar), worker or managers from municipality, local community-based organization (CBOs), community leaders (both male and female), senior civil servant at district, provincial or central level, I/NGO workers or managers, UN workers, UN, and donor representatives, etc. Findings shall also be shared with and, if proves possible, tried to be endorsed by key stakeholders (further guidance will be provided on this during the workshop that will be conducted during first week of this assignment).

# 7.4. SAMPLING STRATEGY

Stratified sampling should be undertaken, proportionate to the population size is deemed fit for the quantitative aspect of the research. The quantitative research should be conducted at, 95% significance and 5% margin of error. Regarding qualitative data collection, separate FGD sessions to be arranged for girls, boys, women, and men. The recommended age breakdown is child (9-12), youth (13-17), and adult (25+). Two to three staff members are expected to run the FGDs depending on the need for translation, other than which a facilitator and a note taker will be present. The number of KIIs is estimated to be between 25-30. A more detailed outline of the sampling strategy should be included in the Inception Report which is subjected to GOAL and donor approval.

# 7.5. STANDARDS AND PROCEDURES

The following standards should be mainstreamed throughout the assignment:

Tools for information gathering should be sensitive to conflict, culture, age, and gender. All tools used with children should be child-friendly in its content and method. Informed consent and/or assent of all involved in the study is a must. Consent form templates should enable safe and ethical referrals of vulnerable individuals to the GOAL Turkey projects for assistance – if need be; and inform the respondents of the actions to be taken in case of urgent protection risk. The consent form should also enable follow-up with the individual to ensure timely action was taken and accountability. All forms of data gathering should be conducted in a safe and ethical manner.

The principles of Inclusiveness, non-discrimination, meaningful participation as well as accountability, should be central throughout the process. For example: The process should include ensuring adequate representation of women and men, and provision of separate sessions for different groups as appropriate to enable their voices to be safely heard. A participatory, inclusive, and child-centred approach should be used. Community-based mechanisms, networks/leaders and other important stakeholders should be actively and meaningfully involved in the process. The most marginalized and hard-to-reach boys, girls, men, and women should be reached and engaged as part of both finding and analysis. Their voices should safely and ethically be made heard. A procedure for how to handle urgent cases and referrals should be in place. Any field visits should be conducted in pairs.

Adherence by all research staff to GOAL's Code of Conduct, PSEA, Child and Adult Safeguarding and confidentiality polices throughout the process shall be ensured.

Prior to the field work, field teams must be trained on the critical function and presentation of consent forms, technical parameters of the questionnaire, data collection techniques, and on the above GOAL polices. All data (hard and soft copy alike) should be safely stored, and access should be limited to the data set based on the role of the staff. Data should be shared with GOAL focal point upon request for the purpose of ensure quality, accuracy, and cleanliness. Permission for operating in the field must have been obtained. Regular briefings will take place between the consultant and GOAL's focal points to reflect on any adjustments necessary or the developments that occur in the area (i.e., safety and security related updates, unavoidable edits within the questionnaire, reach of targets). A complaints and feedback mechanism (CRM)

should be available and communicated to all affected individuals. It should be made clear that their feedback is valuable and important to ensure a study of highest quality possible, and accountability by GOAL, its staff, and the applicant

# 7.6. LIMITATIONS

Any limitations to the study should be clearly explained in the report.

# 8. EXPECTED DELIVERABLES AND SERVICES

# 8.1. EXPECTED DELIVERABLES

- **8.1.1.** Inception report that shall include the final work plan with key milestones and timeframes for GOAL and donor reviews and approvals for all deliverables, detailed methodology, final data collection tools and frequencies for each data collection methodology, details on desk research and literature review, deadlines, report template to be used, and any other relevant information in line with the purpose of requested services.
- **8.1.2.** Research report elaborating on situation and needs analysis of LINK target groups as well as tailormade recommendations targeting various audiences according to their roles, responsibilities, and capacities in refugee response mechanisms.
- **8.1.3.** A tailormade guideline regarding the protection sector targeting duty bearers, policy makers and service providers.
- **8.1.4.** Tailor made presentations of findings and recommendations for different group of actors and stakeholders.
- **8.1.5.** Practical tools that can be used by duty bearers and services providers to better target, reach and provide services and assistance to women, men, girls, and boys from LINK's target groups.

The final deliverables should consider the comments received from GOAL and be submitted within two weeks after receiving feedback from GOAL. The detailed work plan developed by the contractor and agreed with GOAL throughout the afore mentioned one day workshop that will be conducted and led by the contractor shall outline mutual responsibilities and timelines for reviews.

#### 8.2. Expected Services

# 8.2.1. Third party advocacy:

Upon the completion of above listed deliverables and in collaboration with GOAL, the contractor is required conduct **third party advocacy and sensitization activities** targeting afore mentioned key stakeholders and duty bearers that are part of the refugee response in education, shelter, protection, and livelihood sectors.

Third party advocacy and sensitization activities can start to be conducted once substantiated data is collected and analysed throughout the field activities and desk research.

The contractor is expected to build on GOAL's existing advocacy strategy matrix that requires tailored messages targeting different stakeholders and duty bearers from education, shelter, protection, and livelihood sectors. These matrixes are going to be reviewed and finalized together with GOAL counterparts before they started to be used and are subjected GOAL's and Donor's approval.

Third party advocacy and sensitization activities shall be conducted, when and as feasible, through physical workshops and one-on-one meetings with at least 2-3 actors from protection sector. A webinar, targeting multiple stakeholders shall also be organised and delivered by the consultant with supports from GOAL counterparts on the list of actors to be invited.

#### **Timeframe**

Timeframe for this consultancy is maximum 12-15 weeks. The deliverables and <u>sample</u> work-plan of the assignment is provided below, and it will be further developed and agreed upon between the Consultant(s) and GOAL Turkey during the one-day workshop to be conducted on the first week of the assignment. The consultant is expected to present the detailed work plan that will together be reviewed and agreed on with GOAL counterparts, in this workshop.

	Month 1				Month 2				Month 3			
ACTIONS / TASKS		2	3	4	1	2	3	4	1	2	3	4
Project kick-off meeting with GOAL LINK Team (1 day long)												
Preparation of detailed stakeholders, key Informants Interview (KII) List (template) by organizations, name, positions, professions, expertise, number of years in the sectors,												
etc. (Excel table documents). This template to be prepared during the above workshop.												
Identification of neighbourhoods and agricultural areas to be visited in 4 project locations (The draft list/map to be prepared during the above workshop).												
Secondary data review												
Tool's development (for KIIs and Focus groups and in-depth interviews, etc.)												
Submission of an inception report												
Data collection												
Data analysis												
Drafting of the preliminary key findings report and recommendations												
Research report elaborating on situation and needs analysis of LINK target groups as well as tailormade recommendations targeting various audiences according to their roles, responsibilities, and capacities in refugee response mechanisms.												
Development of advocacy strategy matrixes for third party monitoring activities using GOAL's pre-existing advocacy strategy matrix templates.												
Conducting third party advocacy activities.												
Drafting of thematic guideline on Protection Sector												
Incorporating comments into report and the thematic guidelines												
Preparation of and delivery of at least 3 presentations targeting different groups of stakeholders (online)												
Preparation of tools for duty bearers, service providers and policy makers that can enable them to better target, reach and provide services and assistance to impact populations												
Submission of the final assessment report, thematic guidelines, and supportive tools to GOAL												
Delivery of a webinar, targeting multiple stakeholders.												

# 9. GOAL'S ROLES & RESPONSIBILITIES

- GOAL, through its dedicated focal points will actively be involved throughout the process and provide technical assistance (i.e., provision of the anonymised IPA data for quantitative analysis, information and the LINK project, and review of the submissions).
- Review and approve critical milestones (inception report, including methodology, work plan and tools; research report, thematic guidelines, tools that will be developed under this service contract and the advocacy strategy matrixes).
- Review and approve the plan for third party advocacy activities and provide support to reach targeted duty bearers should they be within GOAL's professional network.
- Produce a press release for the digital dissemination of the deliverables and support with the preparation of the invitation list for the required webinar that will be conducted following the finalization and approval of the deliverables.
- Review and approve template and design of the all the deliverables through its Communication and Media Specialist.
- Share necessary visibility requirements as well as anonymised / confidential information (i.e., on the LINK Project, GOAL Turkey, etc.) that needs to be implemented / added to the respective deliverables.
- Provide induction and its Child and Adult Safeguarding Policy to contractor's team members.

It should be underlined that GOAL will be undertaking on-site and/or off-site oversight as deemed necessary, and deliverables will be subject to approval. The consultant firm shall not have exclusive copyright of the report, the collected data, or the tools. GOAL reserves the right to put disclaimer on the final deliverables.

# 10. REQUIRED QUALIFICATIONS

Above listed tasks suggested to be carried out by a team including a research coordinator with strong academic/ research background, one senior expert to lead on and conduct KIIs with critical authorities and stakeholders at central and provincial levels, at least one humanitarian aid expert (with at least 5 years of practical/ field work experience in working with refugees in Turkey), field supervisor (with at least 3 years work leading and conducting similar field studies),

interviewers and a number of staff for focus group discussions (with at least 2 years practical work experiences in conducting similar field studies), data entry and analysis experts and interpreters, etc.

Lead researchers/consultants and key field team members must have experiences in and/or be knowledgeable/ familiar with the following, as respective to their roles in the assignments:

- Designing, planning, conducting, and managing process-oriented social research.
- International aid architecture in general.
- National and Regional Refugee Response Plan (3RPs).
- Refugee crisis and response mechanisms and existing interagency coordination mechanisms in Turkey.
- National and international legal framework concerning refugees and asylum seekers in Turkey.
- Direct work experiences with refugees in Turkey in different sectors particularly education, health, protection, and livelihoods, etc.
- Key donors in Turkey and existing refugee response policies and resources.

# 11. PAYMENT TERMS

1. First instalment of 20% : Payment will be released based on the receival of the inception report.

2. Second instalment 20% : Payment will be released based on the receival and approval of the 1<sup>st</sup> draft of the research report.

**3.** Third instalment 30% : Payment will be released based the receival and approval of the 1<sup>st</sup> draft of the sections on the thematic guideline.

4. Four and final instalment 30%: Payment will be released based on the receival and approval of all the deliverables and the services requested under the contract, including the third-party advocacy activities and the webinar.

# 12. PROPOSAL & APPLICATION

Interested applicants are invited to submit below given application documents to <a href="mailto:procurementSy@sy.goal.ie">procurementSy@sy.goal.ie</a> by 21 October 2021, by 05:00 pm in one zipped folder.

□ **Technical Proposal** – Max 4 pages; clearly describing familiarity with the context, previous experience in working with LINK's Target Groups and/or with other vulnerable / disadvantaged populations, tentative information on the proposed methodology, access strategy to the LINK's target groups, tentative information on the third-party advocacy and sensitization activities and previous experience in conducting third party advocacy activities with governmental authorities and/or civil / humanitarian service providers.

Technical proposal must also include proposed deliverables that will be produced throughout / by the end of the consultancy.

- □ **Financial proposal** (Appendix -5) This must realistically and adequately present specific items, frequencies, and costs.
- Resumes / CVs of the key project team members / leads. All CVs must be submitted in one merged PDF format.
- □ **A workplan that elaborates on the proposed activities with weekly breakdowns** elaborating on timeline of the requested deliverables and timeframes for GOAL's approvals for them.
- ☐ At least **1 sample research report / paper** from similar assignments.
- □ At least **one similar assignment** with contact person and contact details.

Copy of organization's registration documents (does not apply for independent researchers).

All documents except requested samples must be submitted in **PDF format or scans of hard copy documents**. No word documents will be accepted, <u>links to share drives **except for the sample reports** will not be accepted</u>. 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.

12.1. EVALUATION CRITERIA

Price	30%
Quality	50%
Delivery	20%

# 13. SAFEGUARDING

Children and vulnerable adults a must be safeguarded to the maximum possible extent from deliberate or inadvertent actions and failings that place them at risk of abuse, sexual exploitation, injury, and any other harm. One of the ways that GOAL shows this on-going commitment to safeguarding is to include rigorous background and reference checks in the selection process for all candidates.

# **Accountability within GOAL**

Alongside our child and adult safeguarding policy, GOAL is an equal opportunities employer and has a set of integrity policies. Any candidate offered a position with GOAL will be expected to adhere to the following key areas of accountability:

- Comply with confidentiality and do no harm principles along with GOAL's policies and procedures with respect to Child
  and Adult safeguarding, Code of Conduct, Child Protection, Protection Against Sexual Exploitation and Abuse,
  Unacceptable Behaviour Protocols, etc.
- Report any concerns about the welfare of a child or vulnerable adult or any wrongdoings within our programming area.
- Report any concerns about inappropriate behaviour of a GOAL staff or partner.

# APPENDIX 6 – GOAL TERMS AND CONDITIONS

#### TERMS AND CONDITIONS FOR CONTRACTS FOR PROCUREMENT OF SERVICES AND WORKS

#### 1. SCOPE AND APPLICABILITY

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

#### 2. LEGAL STATUS

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

#### 3. SUB-CONTRACTING

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

# 4. ASSIGNMENT OF PERSONNEL

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

# 5. **OBLIGATIONS**

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

### 6. SERVICE PROVIDER/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Service provider/contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. reason of any other claim or demand against the Service provider/contractor.

# 7. ACCEPTANCE AND ACKNOWLEDGEMENT

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

#### 8. WARRANTY

The Services performed warrants upon delivery and for a period of twelve (12) months from the date of completion of the services provided/works completed under this Contract will conform in all aspects to the service and applicable standards specified for such services and any goods or equipment provided as part of the contract and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Service provider/contractor.

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

# 9. CHECKS AND AUDIT

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

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

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

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

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

#### 10. RULE OF ORIGIN AND NATIONALITY

If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, such rules shall be stated or referred to in the contract document. In such instances the service provider/contractor must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

Failure to comply with this obligation shall lead, after formal notice, to termination of the contract, and GOAL is entitled to recover any loss from the service provider/contractor and is not obliged to make any further payments to the service provider/contractor

#### 11. INSPECTION

The duly accredited representatives of GOAL <u>or the donor</u> 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 <u>or the donor</u> or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Service provider/contractor, such as warranty or specifications.

#### 12. FORCE MAJEURE

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

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

Notwithstanding anything to the contrary in this Contract, the Service provider/contractor recognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

# 13. DEFAULT

In case the contractor fails to comply with any term of the Contract, including but not limited to failure or refusal to perform the service/works within the time limit specified, they shall be liable for all damages sustained by GOAL, and GOAL may procure the service/works from other sources and hold the contractor responsible for any excess cost

occasioned thereby. GOAL may collect damages from the contractor in lieu of purchasing the service/works from other sources. GOAL may by written notice terminate the right of the contractor to proceed with the contract or such part or parts thereof as to which there has been default, or if any service delivery is late, GOAL may cancel such part or the entire Contract.

#### 14. REJECTION

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

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

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

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

#### 15. AMENDMENTS

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

# 16. ASSIGNMENTS & INSOLVENCY

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

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

#### 17. PAYMENT

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

#### 18. ANTI-BRIBERY/CORRUPTION

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

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

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

#### 19. ANTI-PERSONNEL MINES

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

# 20. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Service provider/contractor represents and warrants that neither it, nor any of its service provider/contractors is engaged in any practice inconsistent with the following code of conduct for service provider/contractors: Employment is freely chosen, freedom of association and the right to collective bargaining are respected, working conditions are safe and hygienic, no child labour/protection of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed, any harm to the environment shall be avoided or limited. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to GOAL. The service provider/contractor must adhere to the principles of humanitarian aid.

#### 21. OFFICIALS NOT TO BENEFIT

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

# 22. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

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

## 23. INTELLECTUAL PROPERTY INFRINGEMENT

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

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

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

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

#### 24. TITLE RIGHTS

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

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

## 25. TITLE TO EQUIPMENT

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

#### 26. PACKING

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

## 27. SHIPMENT AND DELIVERY

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

# 28. **INSURANCE**

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

#### 29. INDEMNIFICATION

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

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

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

## 30. TERMINATION OF CONTRACT

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

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

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

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

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

#### 31. DATA PROTECTION

The service provider/contractor hereby acknowledges that it shall comply with all applicable requirements of The General Data Protection Regulation (EU 2016/679); The Data Protection Acts 1988-2018; and The E-Privacy Directive 2002/58/EC, as amended from time to time (the "Data Protection Legislation") should Personal Data be accessed, viewed or in any way Processed by the Supplier. If during the term of the Contract it is contemplated that the Supplier will Process Personal Data, the Supplier shall only engage in such Processing where a data processing agreement has been put in place. GOAL reserves the right to rescind any Contract should the Supplier's data protection and security procedures be considered (in GOAL's sole opinion) non-compliant with the Data Protection Legislation. Defined terms in this clause 31 will have the meaning set out in the Data Protection Legislation as defined above.

#### 32. CONFIDENTIALITY

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

#### 33. DISPUTES - ARBITRATION

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

#### 34. <u>SETTLEMENT OF DISPUTES</u>

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

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

## 35. WITHHOLDING TAX

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

# 36. GOVERNING LAW AND JURISDICTION

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

# 37. BANK GUARANTEE

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

## 38. ENVIRONMENTAL STANDARDS

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

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

#### 39. HUMAN TRAFFICKING

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

- Engage in severe forms of trafficking in persons during the period of performance of the contract;
- 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.