



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

### 1 ABOUT GOAL

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

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

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Line	Item	Date, year, time, and time-zone
1	RFQ published	19 January 2022, )
2	Closing Date for Clarifications	27 January 2022, 17:00 (GMT+3)
3	RFQ Closing Date and Time	3 February 2022, 17:00 (GMT+3)
6	Contract award forecast	28 February 2022

### 3 SUPPLY REQUIREMENT

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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

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GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate for the 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 from 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 [procurementsy@sy.goal.ie](mailto:procurementsy@sy.goal.ie). Please include the reference number **ADA-Pro-25155** and words "**CLARIFICATION REQUIRED**" in the subject line

## 5 CONDITIONS OF QUOTATION SUBMISSION

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

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Quotes must be delivered electronically by email:

Email to [procurementsy@sy.goal.ie](mailto:procurementsy@sy.goal.ie) 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

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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 Statement	Filled, sign & stamp, scan and 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 ( <i>It should add the following required documents as Annexes to the Technical Proposal</i> )	It should be prepared by interested Service Providers, Max 4 pages	
	a) Sample Research Report / paper from similar assignments		
	b) A workplan that elaborates on the proposed activities with weekly breakdowns		
	c) Resumes / CVs		
	d) One Similar Assignment		
	e) Copy of organization ' s registration documents (does not apply for independent researchers).		

### APPENDICES & ANNEXES

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**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 #	Evaluation Process Stage	The basic requirements with which proposals must comply with
1	<b>Administrative instructions</b>	<p><b>1. Closing Date:</b> Submissions must have met the deadline stated in Section 2 of this document, or such revised deadline as may be notified by GOAL.</p> <p><b>2. Submission Method:</b> Submissions must be delivered in the method specified in Section 6 of this document with the response format detailed in Section 7.</p> <p><b>3. Format and Structure of the Proposals:</b> 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.</p> <p><b>4. Confirmation of validity of your proposal:</b> The supplier must confirm that their proposal is valid for 60 days.</p>
2	<b>Essential Criteria</b>	<ul style="list-style-type: none"> <li>• Minimum 1 year experience with nomadic and semi-nomadic communities and/or seasonal agricultural workers</li> <li>• Previous experience of conducting research activities or field studies</li> <li>• Experience in guideline, strategy, or policy development.</li> <li>• Professional written and spoken language skills (both Turkish and English)</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>• Submission of detailed work plan elaborating on timeline of the requested deliverables and timeframes for GOAL's approvals for them.</li> </ul>
3	<b>Award Criteria</b>	<p>Submissions will be evaluated as per the award criteria listed in this section to determine optimal Value for Money (VFM) in this context:</p> <ul style="list-style-type: none"> <li>• Expertise and experience (Weighting 25%)</li> <li>• Relevance and technical quality of the methodology (Weighting 25%)</li> </ul>

		<ul style="list-style-type: none"> <li>• Delivery Time (Weighting 20%)</li> <li>• Total Price (Weighting 30%)</li> </ul>
4	<b>Qualification Criteria</b>	All due diligence checks are found to be clear including but not limited to Anti-Terror Checks.

## 8.2 AWARD CRITERIA FURTHER INFORMATION

### Expertise and experience (25%)

- Relevant experience in developing technical guidelines
- Bidder's team member's size, relevance, composition, qualification, and experience to deliver the requested services.
- Experience in liaison and advocacy
- Experience in humanitarian and protection sector

### 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:

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

## 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	<input type="radio"/> Company <input type="radio"/> Partnership <input type="radio"/> Joint Venture	<input type="radio"/> Other (specify):
VAT Number (where applicable)		
Tax registration number (if different to VAT number)		
Directors names and titles		
Please state name of any other persons/organisations (except tenderer) who will benefit from this contract.		
Parent company		
Ownership		
Do you have associated companies? Tick relevant box. If YES – provide details for each company in the form of additional tables in this format.		
<input type="radio"/> Yes <span style="margin-left: 100px;"><input type="radio"/> No</span>		
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 who may be contacted on a confidential basis to verify satisfactory execution of contracts:	
<b>Reference 1</b>	
Name	
Organisation	
Address	
Phone	
Fax	
Email	



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

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 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

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### 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 1 year experience with nomadic and semi-nomadic communities and/or seasonal agricultural workers 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**

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See separate excel spreadsheet

## **APPENDIX 4: TECHNICAL PROPOSAL**

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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

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## 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

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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. 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 ABBREVIATIONS

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IP	: International Protection
NSR	: Nomadic/Semi-nomadic Refugees
RSAWs	: Refugee Seasonal Agricultural Workers
SA	: Seasonal Agriculture
SAL	: Seasonal Agricultural Labor
TP	: Temporary Protection
KII	: Key Informant Interviews
FGD	: Focus Group Discussion

## 3. BACKGROUND & RATIONALE

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Turkey is both a transit and reception country for refugees and irregular migrants, and currently hosts the highest number of refugees in the world. As part of the larger humanitarian response in Turkey, 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. 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. 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 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.

## 4. CONSULTANCY/RESEARCH SERVICES REQUIRED

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.

<b>Research Timeframe</b>	90 days
<b>General Objective</b>	To identify protection risks of target group and provide thematic guideline for service providers, duty bearers for enhancing refugees' meaningful access to services and reducing protection risks
<b>Specific Objective</b>	<ul style="list-style-type: none"> <li>Identify gaps and challenges in provision of services and in reducing protection risks faced by NSRs and RSAWs</li> <li>Develop a thematic guideline targeting a specific service provider to enhance NSRs and RSAWs' access to services or reduce protection risks such as GBV, child labour, discrimination, peer bullying etc.</li> </ul>
<b>Key Research Questions</b>	1) What are the special circumstances, individual and external barriers and their root causes that prevent NSRs and RSAWs' meaningful and dignified access to available protection services and opportunities?

	<p>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?</p> <p>3) What practical tools 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 NSRs and RSAWs?</p>
<b>Research Methodology and Suggested Sources of Data</b>	<p>Both qualitative and quantitative data collection is planned for the consultancy including:</p> <ul style="list-style-type: none"> <li>□ Desk Research and Literature Review including existing needs assessments, research papers, field reports, case data and case studies, media monitoring, legal framework etc.</li> <li>□ Key Informant Interviews (KIIs) with project teams, duty bearers, service providers, agricultural intermediaries, and community leaders</li> <li>□ Focus Group Discussions (FGD) and quantitative surveys with community members</li> </ul> <p>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 (18+). 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.</p>
<b>Geographic Coverage</b>	Mersin, Adana, Hatay, Gaziantep, and Şanlıurfa including Ankara for interviews with central level Key Informants and Stakeholders.
<b>Impact Populations</b>	Refugees / asylum seekers from nomadic / semi - nomadic cultural backgrounds and those engaged in seasonal agricultural labour.
<b>Target Audiences</b>	Duty Bearers, Civil and Humanitarian Service Providers, Community Based Organizations, and Policy Makers including Donor institutions.
<b>Expected Outputs</b>	<p><b><u>Expected Deliverables</u></b></p> <ol style="list-style-type: none"> <li>1) Inception report.</li> <li>2) Research report elaborating on situation and needs analysis of target groups as well as tailor-made recommendations targeting various audiences according to their roles, responsibilities, and capacities in refugee response mechanisms.</li> <li>3) A tailor-made thematic guideline in protection sector targeting duty bearers, policy makers and service providers.</li> <li>4) 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.</li> <li>5) Key messages and tailor-made presentations of findings and recommendations for different group of actors and stakeholders.</li> <li>6) Sensitisation webinar conducted with key stakeholders.</li> </ol>

#### 4.1. 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

## 4.2. LIMITATIONS

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

## 4.3. TIMEFRAME

Timeframe for this consultancy is maximum 90 days. The deliverables and **sample work-plan** 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.

ACTIONS / TASKS	Period
Project kick-off meeting with GOAL teams	Week 1
Desk review and inception report	Week 1-2
Research design and implementation	Week 2-5
Research report and feedback collection	Week 6-7
A tailor-made thematic guideline in protection sector targeting duty bearers, policy makers and service providers.	Week 7-10
Practical tools that can be used by duty bearers and service providers.	Week 10-11
Key messages and tailor-made presentations of findings and recommendations	Week 12
Delivery of a webinar, targeting multiple stakeholders.	Week 13
Submission of the final assessment report, thematic guidelines, and supportive tools to GOAL.	Week 14

## 5. 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.

## 6. REQUIRED QUALIFICATIONS

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- Experience with nomadic and semi-nomadic communities and/or seasonal agricultural workers
- Experience in conducting research or field studies
- Experience in guideline, strategy, or policy development,
- Experience in liaison and advocacy is advantage
- Experience in humanitarian and protection sector in advantage
- Professional written and spoken language skills (both Turkish and English)

## 7. PAYMENT TERMS

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- 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.

## 8. PROPOSAL & APPLICATION

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Interested applicants are invited to submit below given application documents to [procurementSy@sy.goal.ie](mailto:procurementSy@sy.goal.ie) by **3 February 2022** 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** (Annex 1) - 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. This should be a written letter; not only contact details of referee(s).
- 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, links to share drives **except for the sample reports will not be accepted**. An excel spreadsheet has been provided for the submission of financial offers but a PDF scanned version must also be submitted.

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

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

### 8.1. EVALUATION CRITERIA

<b>Price</b>	30%
<b>Quality</b>	50%
<b>Delivery</b>	20%

## 9. SAFEGUARDING

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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 Behavior 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 behavior of a GOAL staff or partner.

## APPENDIX 6 – GOAL TERMS AND CONDITIONS

<b>TERMS AND CONDITIONS FOR CONTRACTS FOR PROCUREMENT OF SERVICES AND WORKS</b>	<b>HİZMET VE İŞLERİN TEDARİĞİNE İLİŞKİN SÖZLEŞMELERİN ŞART VE KOŞULLARI</b>
<p><b>1. SCOPE AND APPLICABILITY</b> 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.</p>	<p><b>1. KAPSAM VE UYGULANABİLİRLİK</b> Bu Sözleşme Hüküm ve Koşulları, hizmet Tedarikçisinden / yükleniciden gelen herhangi bir diğer iletişimdeki çelişkili, aykırı veya ek hüküm ve koşullara bakılmaksızın, GOAL'a yapılan tüm iş ve hizmet hükümleri için geçerlidir. Bu hüküm ve şartlarla çelişen, onlara zıt düşen veya ekleme yapan hiçbir hüküm ve şart, aksi bizim tarafımızdan yazılı olarak kabul edilmediği sürece geçerli olmayacaktır.</p>
<p><b>2. LEGAL STATUS</b> 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.</p>	<p><b>2. YASAL STATÜ</b> Hizmet Tedarikçisi / yüklenici, GOAL karşısında bağımsız bir yüklenici hukuki statüsüne sahip olarak kabul edilecektir. Hizmet Tedarikçisi / yüklenici, personeli ve alt yüklenicileri hiçbir bakımdan GOAL çalışanları olarak kabul edilmeyecektir. Hizmet Tedarikçisi / yüklenici, çalışanları tarafından gerçekleştirilen tüm iş ve hizmetlerden ve bu çalışanların tüm eylem ve ihmallerinden tamamen sorumlu olacaktır.</p>
<p><b>3. SUB-CONTRACTING</b> 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.</p>	<p><b>3. ALT-YÜKLENİCİLER</b> Hizmet Tedarikçisi / yüklenicinin bir alt yüklenicinin hizmetlerini talep etmesi durumunda, Hizmet Tedarikçisi / yüklenici, tüm alt yükleniciler için önceden GOAL'ün yazılı onayını alacaktır. Hizmet Tedarikçisi / yüklenici, alt yüklenicileri ve hizmet tedarikçisi / yüklenicileri tarafından gerçekleştirilen tüm iş ve hizmetlerden ve bu tür alt yükleniciler ile hizmet Tedarikçisi / yüklenicilerin tüm eylem ve ihmallerinden tamamen sorumlu olacaktır. Bir alt yüklenicinin GOAL'ün onayı, Hizmet Tedarikçisini / yükleniciyi bu Sözleşme kapsamındaki yükümlülüklerinden herhangi birini ortadan kaldırmaz. Herhangi bir alt sözleşmenin şartları bu Sözleşmenin hükümlerine tabi olacak ve bunlara uygun olacaktır.</p>
<p><b>4. ASSIGNMENT OF PERSONNEL</b> The Service provider/contractor shall not assign any persons other than those accepted by GOAL for work performed under this Contract.</p>	<p><b>4. PERSONEL ATANMASI</b> Hizmet Tedarikçisi / yüklenici, bu Sözleşme kapsamında yapılan iş için GOAL tarafından kabul edilen kişiler dışında herhangi bir kişiyi görevlendirmeyecektir.</p>
<p><b>5. OBLIGATIONS</b> 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.</p>	<p><b>5. ZORUNLULUKLAR</b> Hizmet Tedarikçisi / yüklenici, bu sözleşmeyle ilgili olarak GOAL dışındaki herhangi bir otoriteden talimat istemeyecek ve kabul etmeyecektir. Hizmet Tedarikçisi / yükleniciler, Kamuya açıklanmamış olan GOAL ile ilişkisi nedeniyle bildikleri herhangi bir bilgiyi görevleri dışında veya GOAL'ün yetkisi dışında, herhangi bir zamanda başka herhangi bir şahsa, hükümete veya GOAL dışındaki bir makama iletmez: ve de hizmet Tedarikçisi / yüklenici bu tür bilgileri hiçbir zaman özel menfaat için kullanmayacaktır. Hizmet Tedarikçisi / yüklenici, GOAL'ü olumsuz etkileyebilecek herhangi bir eylemden kaçınacak ve taahhütlerini GOAL'ün çıkarlarına en üst düzeyde saygı göstererek yerine getirecektir. Bu yükümlülükler, GOAL ile olan sözleşmelerinin feshedilmesi / sona ermesini etkilemez.</p>
<p><b>6. SERVICE PROVIDER/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES</b> 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.</p>	<p><b>6. HİZMET TEDARİKÇİSİ / YÜKLENİCİNİN ÇALIŞANLARA KARŞI SORUMLULUĞU</b> Hizmet Tedarikçisi / yüklenici, çalışanlarının mesleki ve teknik yeterliliğinden sorumlu olacak ve işbu Sözleşme kapsamındaki çalışmalarını için bu Sözleşmenin uygulanmasında etkin bir şekilde görev yapacak güvenilir, yerel geleneklere saygı duyan ve yüksek bir ahlaki ve etik davranış standardına uyan, Hizmet Tedarikçisine / yükleniciye karşı herhangi bir diğer iddia veya talebin nedenine saygı duyan kişileri seçecektir.</p>
<p><b>7. ACCEPTANCE AND ACKNOWLEDGEMENT</b> 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.</p>	<p><b>7. A KABUL VE BEYAN</b> Hizmet Tedarikçisi / yüklenici tarafından bu sözleşme kapsamında hizmetin veya işlerin başlatılması, burada yer alan veya başka şekilde referans olarak dahil edilen tüm hüküm ve koşullar dahil olmak üzere sözleşmenin kabulü anlamına gelecektir.</p>

<p>8. WARRANTY</p> <p>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.</p> <p>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.</p> <p>9. CHECKS AND AUDIT</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>10. RULE OF ORIGIN AND NATIONALITY</p>	<p>8. GARANTİ</p> <p>Verilen hizmetler, teslimat üzerine ve bu Sözleşme kapsamında sağlanan hizmetlerin / tamamlanan işlerin tamamlanma tarihinden itibaren on iki (12) aylık bir süre boyunca hizmete ve söz konusu hizmetler ve sözleşmenin bir parçası olarak sağlanan herhangi bir mal veya ekipman için belirtilen ve normal kullanım koşullarında işçilik, malzeme ve tasarımda malzeme kusurları bulunmayan geçerli standartlara her yönüyle uyacaktır. Garanti, Hizmet Tedarikçisi / yüklenici dışında herhangi birinin yanlış kullanımı, ihmalkarlığı, makul bakım ve bakım eksikliği, kaza veya kötüye kullanımdan kaynaklanan hasarları kapsamaz.</p> <p>Hizmet Tedarikçisi / yüklenici, bu Sözleşme kapsamında sunulan hizmetlerin / yapının şartnamelere uygun olduğunu ve işçilik veya malzemelerde hasar ve kusur içermediğini garanti eder. Bu garanti, hizmet Tedarikçisinin / yüklenicinin alıcılara sağladığı diğer garantilere hanel getirmez. Bu garantiler, bu Sözleşmeye konu hizmet ve işler için geçerli olacaktır.</p> <p>9. KONTROLLER VE DENETİM</p> <p>Hizmet Tedarikçisi / yüklenici, GOAL tarafından yetkilendirilen herhangi bir dış denetçinin belgeleri inceleyerek ve kopyalarını veya orijinal belgelerin yerinde kontrolleri yoluyla sözleşmenin uygulanmasını doğrulamasına izin verir, ve gerekirse hesaplar için destekleyici belgeler, muhasebe belgeleri ve projenin finansmanı ile ilgili diğer belgeler temelinde tam bir denetim yapmasına izin verecektir. Hizmet Tedarikçisi / yüklenici, yerinde erişimin makul olan tüm zamanlarda mevcut olmasını sağlayacaktır. Hizmet Tedarikçisi / yüklenici, denetim anında bilgilerin hazır olmasını ve talep edilmesi halinde verilerin uygun bir biçimde teslim edilmesini sağlayacaktır. Bu denetimler nihai ödeme sonrası 7 sene sonrasına kadar gerçekleştirilebilir.</p> <p>Ayrıca, Hizmet Tedarikçisi / yüklenici, GOAL tarafından yetkilendirilmiş herhangi bir dış denetçinin yerinde kontrol ve doğrulama gerçekleştirmesi için, Avrupa Birliği'nin mali çıkarlarının dolandırıcılık ve diğer usulsüzlüklerle karşı korunması için bağışçı tarafından veya Avrupa Birliği mevzuatında belirlenen prosedürlere uygun olarak gereken doğrulamaları yapmasına izin verecektir.</p> <p>Bu amaçla, Hizmet Tedarikçisi / yüklenici, bilgi sistemleri de dahil olmak üzere, eylemin teknik ve mali yönetimi ile ilgili tüm belge ve veri tabanlarının yanı sıra projenin uygulandığı yerlere ve konumlara gereken şekilde doğrulamalar yapan GOAL tarafından yetkilendirilmiş herhangi bir dış denetçiye uygun erişim vermeyi ve işlerini kolaylaştırmak için tüm adımları atmayı taahhüt eder. Doğrulamaları gerçekleştiren GOAL tarafından yetkilendirilen herhangi bir dış denetçinin temsilcilerine verilen erişim, tabi oldukları kamu hukukunun yükümlülüklerine hanel getirmeksizin, üçüncü şahıslara ilişkin gizlilik esasına dayalı olacaktır. İncelemelerini kolaylaştırmak için belgelere kolayca erişilebilmeli ve dosyalanmalıdır ve Hizmet Tedarikçisi / yüklenici, bunların tam olarak nerede olduğunu GOAL'a bildirmelidir.</p> <p>Hizmet Tedarikçisi / yüklenici, denetimleri, kontrolleri ve doğrulamayı gerçekleştirmek için gereken doğrulamaları gerçekleştiren GOAL tarafından yetkilendirilmiş herhangi bir dış denetçinin haklarının Hizmet Tedarikçisi / yüklenicinin ortakları ve alt yükleniciler için aynı koşullar altında aynı şekilde ve bu Maddede belirtilenlerle aynı kurallara göre geçerli olacağını garanti eder. Bir ortak veya alt yüklenicinin uluslararası bir kuruluş olduğu durumlarda, bu tür kuruluş ile bağışçı arasında yapılan herhangi bir doğrulama anlaşması geçerlidir.</p> <p>GOAL, bağışçısı veya yetkili temsilcilerinden herhangi biri, hizmet Tedarikçisinin / yüklenicinin denetim, inceleme, alıntı ve aktarım yapmak amacıyla doğrudan belirli programla ilgili olan kitap, belge, döküman ve kayıtlarına erişebilecektir</p> <p>10. MENŞE VE UYRUK KURALLARI</p>
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If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, such rules shall be stated or referred to in the contract document. In such instances the service provider/contractor must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

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

#### 11. INSPECTION

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

#### 12. FORCE MAJEURE

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

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

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

#### 13. DEFAULT

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

Ürünler için uygun ülkeleri, tüzel ve gerçek kişileri sınırlayan donör/bağışçı gereklilikleri nedeniyle herhangi bir menşe ve tabiiyet kuralı geçerliyse, bu kurallara sözleşme belgesinde belirtilecek veya bunlara atıfta bulunulacaktır. Bu tür durumlarda, hizmet Tedarikçisi / yüklenici bu kurallara uymalı ve gerektiği şekilde tüzel ve gerçek kişilerin malların menşei ve uyruğunu belgeleyip onaylayabilmelidir.

Bu yükümlülüğe uyulmaması, resmi bildirimden sonra sözleşmenin feshine yol açacaktır ve GOAL, hizmet Tedarikçisinden / yükleniciden herhangi bir zararı tazmin etme hakkına sahiptir ve hizmet Tedarikçisine / yükleniciye başka herhangi bir ödeme yapmak zorunda değildir.

#### 11. DENETİM

GOAL'ın usulüne uygun olarak akredite edilmiş temsilcileri veya donör/bağışçı, bu Sözleşme kapsamında talep edilen yapım mallarını Hizmet Tedarikçisi / yüklenici mağazalarında, imalat sırasında, limanlarda veya sevkiyat yerlerinde inceleme hakkına sahip olacaktır ve Hizmet Tedarikçisi / yüklenici bu tür denetim için tüm kolaylıkları sağlayacaktır. GOAL, kendi takdirine bağlı olarak yazılı bir denetim feragatname yayınlabilir. GOAL temsilcileri veya donör/bağışçı tarafından yapılan herhangi bir inceleme veya bunlardan feragat edilmesi, garanti veya şartnameler gibi Hizmet Tedarikçisi / yüklenici tarafından taahhüt edilen yükümlülüklerle ilgili olarak bu Sözleşmenin diğer ilgili hükümlerinin uygulanmasına halel getirmeyecektir.

#### 12. MÜCBİR SEBEP

Mücbir Sebepler doğal afetler, grevler, lokavtlar, donör finansmanının sona ermesi, faaliyet gösterilen ülkenin kanunları veya yönetmelikleri, sanayi kaynaklı bozulmalar/ kargaşalar, kamu düşmanının eylemleri, toplumsal kargaşalar, savaşlar (ilan edilmiş veya edilmiş olmasına bakılmaksızın), patlamalar, ablukalar, isyan, ayaklanma, salgın, heyelan, deprem, şiddetli hava koşulları ve Tarafların kontrolü dışında gelişen, gereken özeni gösterdikleri halde onlar tarafından üstesinden gelinemeyen diğer öngörülemeyen olaylar anlamına gelir.

Mücbir Sebep teşkil eden herhangi bir nedenin ortaya çıkması halinde ve mümkün olan en kısa sürede ve en geç on beş (15) gün sonra, Hizmet Tedarikçisi / yüklenici, Hizmet Tedarikçisi / yüklenicinin bu Sözleşme kapsamındaki yükümlülüklerini tamamen veya kısmen yerine getiremeyeceği ve sorumluluklarını yerine getiremeyecek duruma gelmesi durumunda, bu tür bir olay veya değişiklik hakkında GOAL'a yazılı olarak bildirimde bulunacak ve tam ayrıntılar verecektir. Hizmet Tedarikçisi / yüklenici, aynı zamanda, koşullardaki diğer değişiklikleri veya bu Sözleşmenin uygulanmasına müdahale eden veya müdahale etme tehdidinde bulunan herhangi bir olayın meydana geldiğini GOAL'a bildirecektir. GOAL, bu madde uyarınca gerekli olan bildirim aldıktan sonra, kendi takdirine bağlı olarak, Hizmet Tedarikçisine / yükleniciye bu Sözleşme kapsamındaki yükümlülüklerini yerine getirmesi için makul bir süre verilmesi veya herhangi bir gecikme teslimat planını uzatmaya zorlayacaksa Sözleşmenin feshi dahil, şartlar için uygun veya gerekli olduğunu düşündüğü tedbirleri alacaktır.

Bu Sözleşmedeki aksine herhangi bir şeye bakılmaksızın, Hizmet Tedarikçisi / yüklenici iş ve hizmetlerin sivil kargaşasının neden olduğu sert veya düşmanca koşullar altında gerçekleştirilebileceğini kabul eder. Sonuç olarak, bu tür sivil ayaklanmalardan kaynaklanan veya bunlarla bağlantılı olayların neden olduğu gecikmeler veya yerine getirilmeme, kendi başına bu sözleşme kapsamında Mücbir Sebep teşkil etmeyecektir.

#### 13. ANLAŞMA MADDELERİNİN YERİNE GETİRİLMEMESİ

Yüklenicinin, hizmet / işleri belirtilen süre içinde ifa etmeme veya reddetme dahil ancak bunlarla sınırlı olmamak üzere Sözleşmenin herhangi bir şartına uymaması durumunda, GOAL'ın uğrayacağı tüm zararlardan sorumlu olacak, ve GOAL, hizmeti / işleri başka kaynaklardan temin edebilir ve bu sebeple meydana gelen fazla maliyetlerden yükleniciyi sorumlu tutabilir. GOAL, hizmeti / işi başka kaynaklardan satın almak yerine yükleniciden tazminat alabilir. GOAL, yüklenicinin sözleşmeyi veya sözleşmede yerine getirmediği kısım veya kısımlarını devam ettirme hakkını feshedebilir veya herhangi bir hizmet teslimatının gecikmesi durumunda, GOAL bu kısmı veya Sözleşmenin tamamını iptal edebilir.

#### 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

#### 14. REDDETME

Şartnameye, sonuca, pilot uygulamaya veya bunların kombinasyonuna dayalı olarak gerçekleştirilen hizmetler durumunda, GOAL'ün görüşüne göre Sözleşme şartlarına uymamaları veya süresi içinde yerine getirilmemesi veya teslim edilmezse GOAL, hizmetleri veya herhangi bir bölümünü reddetme hakkına sahip olacaktır.

Hizmetler veya işler ya da bunların herhangi bir kısmı reddedildiğinde, GOAL, 9. madde hükümlerine halel getirmeksizin, Hizmet Tedarikçisinden / yükleniciden, kabul edilebilir hizmetlerin veya bunların yerine geçecek işlerin sözleşmeye uygun olarak derhal yeniden ifa edilmesini veya teslim edilmesini talep etme veya başka bir yerde diğer benzer hizmetleri veya işleri satın almak ve Hizmet Tedarikçisinden / yükleniciden temerrüt nedeniyle uğranılan kayıp veya zarar miktarını talep etme hakkına sahip olacaktır.

GOAL tarafından reddedilen, GOAL'in mülkiyetinde olan veya bir GOAL programı sahasında bulunan herhangi bir yapıyı yapı dahil olmak üzere herhangi bir iş veya hizmetin mallar veya diğer parçaları, GOAL'in ret bildiriminde belirleyebileceği süre içerisinde kaldırılmalı veya imha edilmeli veya masrafları Hizmet Tedarikçisi / yükleniciye ait olmak üzere kaldırılmalıdır.

Hizmet Tedarikçisine / yükleniciye böyle bir bildirim gönderildikten sonra, Mallar veya herhangi bir yapıyı yapı da dahil olmak üzere herhangi bir iş veya hizmetin diğer herhangi bir kısmının riski diğerine ait olacaktır. Hizmet Tedarikçisi / yüklenicinin ret bildiriminin gerektirdiği şekilde malları, işlerin veya hizmetlerin bir kısmını veya inşa edilen yapıyı kaldırmaması durumunda, GOAL, bunları Hizmet Tedarikçisine / yükleniciye herhangi bir yükümlülük olmaksızın, uygun gördüğü şekilde elden çıkarabilir ve kaldırma maliyetini Hizmet Tedarikçisinden / yükleniciden talep edebilir.

#### 15. TADİLLER

GOAL ile Hizmet Tedarikçisi / yüklenici arasında önceden yapılan anlaşma dışında bu Sözleşmede hiçbir değişiklik veya tadil yapılmayacaktır.

#### 16. DEVİR & FAALİYET/ÖDEME ACZI

Hizmet Tedarikçisi / yüklenici, GOAL'ın önceden yazılı onayı olmadan bu Sözleşmeyi veya bunun herhangi bir bölümünü veya Hizmet Tedarikçisinin / yüklenicinin bu Sözleşme kapsamındaki haklarını, iddialarını veya yükümlülüklerini temlik etmeyecek, devretmeyecek, rehin vermeyecek veya başka bir şekilde tasarrufta bulunmayacaktır.

Hizmet Tedarikçisi / yüklenici ödeme aczine düşerse veya ödeme aczinden dolayı Hizmet Tedarikçisi / yüklenicinin kontrolünü değiştirirse, GOAL başka herhangi bir hak veya çözüme halel getirmeksizin Hizmet Tedarikçisine / yükleniciye yazılı fesih ihbarı vererek bu Sözleşmeyi feshedebilir.

#### 17. ÖDEME

Hizmet Tedarikçisi / yüklenici, GOAL'ü faturalandıracak ve ödeme koşulları, GOAL'in hizmetleri / işleri kabul ettiğini ve yasal bir faturayı ibraz ettiğini dahilli olarak onayladıktan sonra otuz (30) iş günü olacaktır.

#### 18. RÜŞVET / YOLSUZLUKLA MÜCADELE

Hizmet Tedarikçisi / yüklenici, 2010 Birleşik Krallık Rüşvet Yasası ve 1977 Amerika Birleşik Devletleri Yurtdışı Yolsuzluk Uygulamaları Yasası dahil ancak bunlarla sınırlı olmamak üzere rüşvet ve yolsuzlukla mücadele ile ilgili tüm geçerli yasalara, tüzüklere ve düzenlemelere uyacaktır ("İlgili Gereksinimler").

Hizmet Tedarikçisi / yüklenici, İlgili Gereksinimlere uygunluğu sağlamak için GOAL ile herhangi bir sözleşmenin süresi boyunca kendi politika ve prosedürlerine sahip olacak ve yürürlükte kalacaktır.

Hizmet Tedarikçisi / yüklenici tarafından bu sözleşmenin yürütülmesi ile bağlantılı olarak GOAL'e herhangi bir ödeme yapılmaz. Hizmet Tedarikçisine / yükleniciye bir ödeme, komisyon, 'komisyon' veya ilgili ödeme veya herhangi bir başka avantaj için bir GOAL personeli tarafından ulaşırsa,

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

istek veya ödemeyi otuz altı saat içinde doğrudan GOAL Ülke Direktörüne bildirmekle yükümlüdürler. Bir GOAL personelinin herhangi bir ödeme talebini veya Hizmet Tedarikçisi / yüklenici tarafından bir GOAL personele yapılan fiili ödemeyi GOAL Ülke Müdürüne rapor etmemek, herhangi bir sözleşmenin derhal feshedilmesine neden olacak, ve Hizmet Tedarikçisinin / yüklenicinin GOAL ile gelecekteki sözleşmelere katılımından men edilmesine neden olabilir.

**19. ANTI-PERSONEL MAYINLARI**

Hizmet Tedarikçisi / yüklenici, doğrudan veya dolaylı olarak anti-personel mayınların veya esas olarak bunların işletilmesi için üretilen bileşenlerin satışı veya üretimi ile uğraşmadığını garanti eder. Bu beyan ve garantinin herhangi bir ihlali, GOAL'a bu Sözleşmeyi Hizmet Tedarikçisine / yükleniciye bildirimde bulunarak, GOAL için hiçbir ücret ödemededen derhal feshetme hakkı verecektir.

**20. ETİK SATIN ALMA VE UYGULAMASI**

Hizmet Tedarikçisi / yüklenici, kendisinin veya hizmet Tedarikçisinin / yüklenicilerinin aşağıdaki hizmet Tedarikçisi / yükleniciler için davranış kurallarına aykırı herhangi bir uygulamada bulunmadığını beyan ve taahhüt eder: İstihdam özgürce seçilir, örgütlenme özgürlüğü ve toplu sözleşme hakkına saygı gösterilir, çalışma koşulları güvenli ve hijyeniktir, çocuk işçiliği / çocukların korunması sağlanamaz, geçim istretleri ödenir, çalışma saatleri aşırı değildir, ayrımcılık yapılmaz, düzenli istihdam sağlanır, sert veya insanlık dışı muameleye izin verilmez, çevreye herhangi bir zarar verilmemeli veya sınırlandırılmalıdır. Bu beyan ve garantinin herhangi bir ihlali, GOAL'a bu Sözleşmeyi Hizmet Tedarikçisine / yükleniciye bildirimde bulunarak, GOAL için hiçbir ücret ödemededen derhal feshetme hakkı verecektir. Hizmet Tedarikçisi / yüklenici insani yardım ilkelerine bağlı kalmalıdır.

**21. YARARLANMAYACAK GÖREVLİLER**

Hizmet Tedarikçisi / yüklenici, herhangi bir GOAL görevlisinin Hizmet Tedarikçisi / yüklenici tarafından bu Sözleşmeden veya sözleşmenin verilmesinden kaynaklanan herhangi bir doğrudan veya dolaylı yarar almadığını veya teklif edilmeyeceğini garanti eder. Hizmet Tedarikçisi / yüklenici, GOAL'den herhangi bir görevlinin resmi olmayan veya ek ödeme veya kişisel hesabına hediye talep etmesi durumunda derhal GOAL'ı bilgilendirecektir. Hizmet Tedarikçisi / yüklenici, bu hükmün ihlalinin bu Sözleşmenin temel bir şartının ihlali olduğunu kabul eder.

**22. SÖZLEŞMEDE GEÇERLİ SAYILAN ÖN GÖRÜŞMELER**

Bu Sözleşme, bu Sözleşmenin konusu ile ilgili tüm iletişim, temsil, düzenleme, müzakere, teklif talepleri ve tekliflerin yerini alır.

**23. FİKRİ MÜLKİYET HAKKI İHLALI**

Hizmet Tedarikçisi / yüklenici, bu Sözleşme kapsamında satılan hizmetlerin GOAL tarafından kullanımının veya tedarikinin herhangi bir patenti, tasarımı, ticari ismi veya ticari markayı ihlal etmediğini garanti eder.

Buna ek olarak, Hizmet Tedarikçisi / yüklenici, bu garanti uyarınca, bu Sözleşme kapsamında satılan mallarla bağlantılı olarak ortaya çıkan bir patent, tasarım, ticari isim veya ticari markanın ihlal edildiği iddiasıyla ilgili, GOAL'a karşı açılan herhangi bir eylem veya iddiadan GOAL'ü tazmin edecek, savunacak ve sorumlu tutmayacaktır.

İşbu Sözleşme kapsamında Hizmet Tedarikçisi / yüklenici tarafından derlenen veya alınan tüm haritalar, çizimler, fotoğraflar, planlar, raporlar, tavsiyeler, tahminler, belgeler ve diğer tüm veriler GOAL'ün mülkiyetinde olacaktır, ve gizli muamelesi yapılacak ve bu Sözleşme kapsamındaki işin tamamlanmasının ardından yalnızca GOAL yetkili memurlarına teslim edilecektir.

GOAL tarafından yazılı olarak yetkilendirilmedikçe, Hizmet Tedarikçisi / yüklenici, GOAL'e Hizmet Tedarikçisi / yüklenici olduğu gerçeğinin reklamını yapmayacak veya başka bir şekilde kamuoyuna açıklamayacak, veya GOAL'ın adını, amblemini veya resmi mührünü ya da GOAL adının herhangi bir kısaltmasını reklam amaçlı veya başka herhangi bir amaçla kullanmayacaktır.

**24. MÜLKİYET HAKLARI**



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

GOAL, Hizmet Tedarikçisi / yüklenici tarafından kuruluşa sağlanan hizmetlerle doğrudan ilişkili olan veya bunun sonucunda yapılan materyallere ilişkin patentler, telif hakları ve ticari markalar dahil ancak bunlarla sınırlı olmamak üzere tüm mülkiyet haklarına sahip olacaktır. GOAL'ün talebi üzerine, Hizmet Tedarikçisi / yüklenici geçerli yasanın gerekliliklerine uygun olarak gerekli tüm adımları atarak, gerekli tüm belgeleri yürüterek, genel olarak bu tür mülkiyet haklarının kuruluşa devredilmesinin sağlanmasına yardımcı olacaktır.

GOAL tarafından sağlanabilecek herhangi bir ekipman ve malzemenin mülkiyeti ve bu tür ekipman, bu Sözleşmenin sonunda veya Hizmet Tedarikçisi / yüklenici tarafından artık ihtiyaç duyulmadığında GOAL'e iade edilecektir. Bu tür ekipman, GOAL'e iade edildiğinde, normal aşınma ve yıpranmaya tabi olarak, Hizmet Tedarikçisine / yükleniciye teslim edildiği zamanki ile aynı durumda olacaktır.

#### 25. EKİPMANLARIN MÜLKİYETİ

GOAL tarafından temin edilebilecek herhangi bir ekipman ve malzemenin mülkiyeti, GOAL'e ait olacak ve bu tür ekipman, bu Sözleşmenin sonunda veya Hizmet Tedarikçisi / yüklenici tarafından artık ihtiyaç duyulmadığında GOAL'e iade edilecektir. Bu tür ekipman, GOAL'e iade edildiğinde, normal aşınma ve yıpranmaya tabi olarak, Hizmet Tedarikçisine / yükleniciye teslim edildiği zamanki ile aynı durumda olacaktır. Hizmet Tedarikçisi / yüklenici, normal aşınma ve yıpranmanın ötesinde hasarlı veya bozulmuş olduğu tespit edilen ekipman için GOAL'ü tazmin etmeyle yükümlüdür.

#### 26. AMBALAJLAMA

Hizmet Tedarikçisi / yüklenici, her türlü ürünü yeni, sağlam malzemelerle ve her özenle, burada belirtilen mal türleri için normal ihracat ambalajlama standartlarına uygun olarak ambalajlayacaktır. Kullanılan bu tür ambalaj malzemeleri, nakliye sırasında malları korumak için yeterli olmalıdır. Hatalı veya yetersiz ambalajdan kaynaklandığı gösterilebilecek her türlü hasar veya kayıptan Hizmet Tedarikçisi / yüklenici sorumlu olacaktır.

#### 27. SEVKİYAT VE TESLİMAT

Tüm hizmetler ve işler, Sözleşmede aksi belirtilmedikçe, riski Hizmet Tedarikçisi / yükleniciye ait olmak üzere, Sözleşmede belirtilen kararlaştırılan teslimat yerinde teslim edilecektir.

#### 28. SİGORTA

Hizmet Tedarikçisi / yüklenici, bu sözleşmeyle bağlantılı kişisel yaralanma ve ölüm taleplerini karşılamak için, bu sözleşmenin süresi boyunca ve bunun herhangi bir uzatımını ve çalışanlarına ilişkin tüm uygun işçi tazminat sigortasını veya eşdeğerini sağlayacak ve devam ettirecektir. Hizmet Tedarikçisi / yüklenici, talep üzerine, söz konusu sorumluluk sigortasını hususunda GOAL'ü tatmin edecek kanıtları sunacaktır. Hizmet Tedarikçisi / yüklenici tavsiye edilebilir gördüğü için, hizmet Tedarikçisi / yüklenici ayrıca acenteleri ve çalışanları için bu tür sağlık ve ilaç sigortası sağlayacaktır. Hizmet Tedarikçisi, her durumda sözleşme süresince üçüncü şahıs sorumluluk teminatına sahip olmasını sağlayacaktır.

#### 29. TAZMİNAT

Tedarikçisi, görevlilerini, acentelerini ve çalışanlarını Tedarikçisinin veya çalışanlarının veya alt yüklenicilerinin bu Sözleşmenin ifasıyla ilgili veya bununla ilgili eylemlerinden veya ihmallerinden kaynaklanan veya bunlara atfedilebilen, masraf ve giderleri ve bunlardan doğan sorumluluk dahil her türlü dava, iddia, talep ve yükümlülüklerle karşı GOAL'ü zararsız tutmayı, korumayı ve masrafları kendisine ait olmak üzere GOAL'ü, savunmayı kabul eder.

GOAL, yazılı ihbarı aldıktan sonra makul bir süre içinde bu tür bir dava, iddia, işlem, talep veya yükümlülüğü derhal Tedarikçiye bildirecektir, ve GOAL'in ayrıcalıklarına ve dokunulmazlıklarına tabi olarak, soruşturma, savunma veya uzlaşmada masrafları Tedarikçi'ye ait olmak üzere Tedarikçi ile makul ölçüde işbirliği yapacaktır.

Tedarikçi, herhangi bir kişi veya kuruluşun herhangi bir haciz, haciz veya sair takyidatın herhangi bir kamu veya resmi ofiste dosyada veya bu Sözleşme kapsamında yapılan herhangi bir iş veya sağlanan malzemeler için ödenmesi

done or materials furnished under this Contract, or by reason of any other claim or demand against the Supplier.

### 30. TERMINATION OF CONTRACT

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

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

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

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

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

### 31. DATA PROTECTION

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

### 32. CONFIDENTIALITY

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

### 33. DISPUTES - ARBITRATION

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

### 34. SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract including any disputes regarding the existence, validity or termination. Where the parties wish to seek such an amicable settlement through

gereken veya vadesi dolacak herhangi bir paraya karşı veya Tedarikçiye karşı herhangi bir başka iddia veya talep nedeniyle GOAL dosyasında, kalmasına izin vermeyecektir.

### 30. SÖZLEŞMENİN FESHİ

Tarafardan herhangi biri, diğer tarafa yazılı olarak bildirimde bulunarak, Sözleşmenin sona erme tarihinden önce bu Sözleşmeyi iptal edebilir. Toplam süresi iki aydan az olan sözleşmelerde ihbar süresi 5 gün, daha uzun süreli sözleşmelerde ise 14 gündür.

Sözleşmenin vade bitiminden önce bu şekilde feshedilmesi durumunda, Hizmet Tedarikçisi / yükleniciye, GOAL'ün karşılanması için yapılan fiili iş miktarından daha fazla olmamak üzere orantılı olarak tazmin edilecektir. Hizmet Tedarikçisi / yüklenici tarafından Sözleşmenin feshedilmesinden kaynaklanan GOAL tarafından yapılan ek maliyetler, aksi takdirde Hizmet Tedarikçisi / yüklenici nedeniyle GOAL'den kaynaklanan herhangi bir tutardan tazmin edilebilir.

Sözleşmenin verilmesi veya ifasının olağandışı ticari harcamalara yol açtığı ortaya çıkarsa, bu sözleşme otomatik olarak feshedilecektir ve Hizmet Tedarikçisi / yüklenici herhangi bir tazminat hakkına sahip olmayacaktır.

Bu tür alışılmadık ticari harcamalar; ana sözleşmede belirtilmeyen veya esas sözleşmeye ilişkin usulüne uygun olarak yapılmış bir sözleşmeden kaynaklanmayan komisyonlar, fiili ve meşru herhangi bir hizmet karşılığında ödenmeyen komisyonlar, bir vergi sığınacağına havale edilen komisyonlar, açıkça tanımlanmamış bir alıcıya ödenen komisyonlar veya her türlü paravan şirket görünümüne sahip bir şirkete ödenen komisyonlardır.

GOAL, şüpheli yanlış davranış veya politika ihlallerine ilişkin herhangi bir soruşturma yürütülürken ödemeleri durdurma hakkını saklı tutar. GOAL, usulsüzlük söz konusu olduğunda, vadesi gelen meblağları (mal veya hizmetler tedarik edilmiş olsa bile) ödememe hakkını saklı tutar.

### 31. VERİLERİN KORUNMASI

Hizmet Tedarikçisi / yüklenici, işbu belge ile Zaman zaman değiştirilen şekliyle ("Veri Koruma Mevzuatı") Tedarikçi tarafından Kişisel Verilere erişilmesi, görüntülenmesi veya herhangi bir şekilde İşlenmesi konulu Genel Veri Koruma Yönetmeliğinin (AB 2016/679) Veri Koruma Yasaları 1988-2018; ve 2002/58 / EC E-Gizlilik Direktifi gibi geçerli tüm gerekliliklerine uyacağını kabul eder.

Sözleşmenin süresi boyunca Tedarikçinin Kişisel Verileri İşleyeceği düşünüüyorsa, Tedarikçi bu tür İşlemleri yalnızca bir veri işleme anlaşmasının yürürlükte olduğu durumlarda gerçekleştirecektir. GOAL, Tedarikçinin veri koruma ve güvenlik prosedürlerinin Veri Koruma Mevzuatına uygun olmadığı (yalnızca GOAL'ın görüşüne göre) görülmesi halinde herhangi bir Sözleşmeyi feshetme hakkını saklı tutar. Bu madde 31'de tanımlanan hükümler, yukarıda tanımlanan Veri Koruma Mevzuatında belirtilen anlamlara sahip olacaktır.

### 32. GİZLİLİK

Tedarikçi, GOAL'ın özel onayı olmadan Tedarikçi olduğu gerçeğinin reklamını yapmayacak veya başka bir şekilde kamuya açıklamayacaktır. Tedarikçi, işiyle veya başka bir şekilde herhangi bir şekilde GOAL adını veya herhangi bir kısaltmasını kullanmayacaktır. Bu koşullara uyulmaması, GOAL'a Sözleşmeyi veya herhangi bir bölümünü feshetme ve bunun sonucunda GOAL'ın uğradığı zararlardan Tedarikçiyi sorumlu tutma hakkını verecektir.

### 33. UYUŞMAZLIKLAR - TAHKİM

İşbu veya buradaki herhangi bir sözleşmeden veya bunun ihlali, feshi veya geçersizliğinden kaynaklanan veya bunlarla ilgili olarak ortaya çıkan herhangi bir iddia veya ihtilaf, müzakere yoluyla dostane bir şekilde çözülmek üzere, İrlanda yasalarına uygun olarak tahkime sunulacaktır.

### 34. ANLAŞMAZLIKLARIN ÇÖZÜMÜ

Taraflar, mevcudiyeti, geçerliliği veya feshi ile ilgili her türlü ihtilaf da dahil olmak üzere, bu Sözleşmeden kaynaklanan veya bu Sözleşme ile bağlantılı olarak ortaya çıkan her türlü anlaşmazlığı, ihtilafı veya iddiayı dostane bir

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;

şekilde çözmek için ellerinden geleni yapacaklardır. Tarafların uzlaşma yoluyla böyle bir dostane çözüm aramak istediklerinde, uzlaşma, UNCITRAL Uzlaştırma Kurallarına uygun olarak veya taraflar arasında mutabık kalınabilecek diğer usullere göre gerçekleştirilecektir.

Taraflar arasında bu Sözleşmeden kaynaklanan veya bununla ilgili olarak ortaya çıkan herhangi bir uyuşmazlık, ihtilaf veya iddia veya bunun ihlali, varlığı, feshi veya hükümsüzlüğü bu maddenin önceki fıkrasına göre, bir tarafın diğer tarafın bu tür dostane çözüm talebini aldıktan sonra altmış (60) gün içinde, dostane bir şekilde çözülmedikçe; bu tür uyuşmazlık, ihtilaf veya iddia, yürürlükteki kanun hükümleri dahil olmak üzere, yürürlükte olan UNCITRAL Tahkim kurallarına uygun olarak taraflardan biri tarafından tahkime sevk edilecektir. Tahkim yeri İrlanda olacak ve yargılamaalarda kullanılacak dil İngilizce olacaktır. Tahkim mahkemesinin ceza tazminat verme yetkisi yoktur. Ayrıca, bu Sözleşmede aksi açıkça belirtilmedikçe, Tahkim mahkemesinin de faiz cezası verme yetkisi yoktur. Taraflar, bu tür bir tahkim sonucunda ve bu tür herhangi bir uyuşmazlık, ihtilaf veya iddianın nihai kararı olarak verilen herhangi bir tahkim kararı ile bağlı olacaktır.

#### 35. STOPAJ VERGİSİ

GOAL, kanunun gerektirmesi halinde hizmet tedarikçisi / yüklenicinin faturasından stopaj vergisini kesme hakkını saklı tutar. Bu, hizmet tedarikçisi / yüklenici stopaj vergisinden muafiyetini kanıtlayan gerekli belgeleri (örneğin stopaj vergisi muafiyet sertifikası) önceden sunmadıkça geçerli olacaktır.

#### 36. UYGULANACAK HUKUK VE KANUN YETKİSİ

Bu Hüküm ve Koşullar, İrlanda yasalarına yönetilir ve İrlanda Mahkemelerinin münhasır yargı yetkisine tabidir.

#### 37. BANKA TEMİNATI

GOAL tarafından özel olarak talep edildiğinde, Sözleşmenin ödeneceği para birimi cinsinden ve GOAL tarafından belirlenen bir miktar için GOAL'e kabul edilebilir, iyi tanınmış bir bankadan bir banka teminatı, Hizmet tedarikçisi / yüklenici tarafından masrafları kendisine ait olmak üzere sunulacak ve Sözleşme başlamadan önce GOAL'e yatırılacaktır. Hizmet tedarikçisi / yüklenicinin şartları yerine getirememesi, ihmali veya Sözleşme hüküm ve koşullarının veya herhangi bir kısmının yerine getirilmemesi nedeniyle GOAL'ün maruz kaldığı herhangi bir kayıp, hasar ve / veya ekstra maliyet durumunda, bu türden herhangi bir kayıp, hasar ve / veya ekstra maliyetin bu teminatın tamamı veya daha düşük bir miktarı ile temsil edilen kısmı, Hizmet tedarikçisini / yükleniciyi bu tür kayıp, hasar ve / veya ekstra maliyetin tüm tutarından sorumlu tutma hakkına halel getirmeksizin, derhal ve başlangıçta bu teminattan GOAL'e geri ödenebilir durumda olacaktır. Teminat GOAL tarafından sonuçlandırıldığı onaylandıktan sonra 30 günden az olmamak üzere geçerli olacaktır.

#### 38. ÇEVRESEL STANDARTLAR

Hizmet tedarikçisi / yükleniciler, en azından, işletmelerinin çevresel etkileriyle ilgili tüm yasal ve diğer yasal gerekliliklere uymalıdır. Dikkate alınması gereken alanlar şunlardır:

- Atık Yönetimi
- Ambalaj ve Kağıt
- Muhafaza
- Enerji kullanımı
- Sürdürülebilirlik
- Hammaddeler / kaynak bulma hakkında bir şeyler dahil etme.

#### 39. İNSAN TİCARETİ

GOAL, zorla çalıştırma dahil olmak üzere herhangi bir amaçla insan ticareti ile ilgili faaliyetler de dahil olmak üzere insan ticaretinin yasaklanmasını destekleyen bir politika benimsemiştir. Hizmet tedarikçileri / yükleniciler ve onların çalışanları ve araçları şunları yapmayacaktır: —

- Sözleşmenin ifa süresi boyunca ağır insan ticareti biçimlerine karışmak;
- Sözleşmenin ifa süresi boyunca ticari cinsel eylemleri satın almak;
- Sözleşmenin ifasında zorla çalıştırma yöntemi kullanmak;
- Tanzim eden makamdan bağımsız olarak, bir çalışanın pasaport veya ehliyet gibi kimlik veya göçmenlik belgelerine erişimini engellemek, gizlemek, el koymak veya başka bir şekilde reddetmek;

<ul style="list-style-type: none"><li>• 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</li></ul> <p>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.</p> <p>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.</p>	<ul style="list-style-type: none"><li>• İşe alma veya işe alma sürecinde çalışanların işe alınması sırasında temel istihdam şartları ve koşulları ile ilgili olarak, ücretler ve yan haklar, iş yeri, yaşam koşulları, barınma ve ilgili maliyetler (eğer işveren veya acente sağlanmışsa veya ayarlanmışsa), çalışana yüklenecek önemli herhangi bir maliyet ve varsa işin tehlikeli niteliği dahil çalışanların erişebileceği bir format ve dilde temel bilgileri açıklamamak veya önemli yanlış beyanlar yapmak gibi yanıltıcı veya hileli uygulamalar kullanmak Hizmet tedarikçisi / yüklenici, sözleşmenin uygulanması sırasında insan kaçakçılığı faaliyetlerinden haberdar olursa veya şüphelenirse, Yüklenici, uygun önlemin alınmasını sağlamak için derhal GOAL'ü bilgilendirmelidir.</li></ul> <p>Birleşik Krallık Hükümeti tarafından finanse edilen herhangi bir sözleşmeyle ilgili olarak, Hizmet tedarikçisinin / yüklenicinin Birleşik Krallık Modern Kölelik Yasası 2015 hükümlerini biliyor olması ve Yasanın koşullarına uyması beklenmektedir.</p>
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