

### Request For Offer (RFO) for the supply of Multi-Sectoral Needs Assessment Data Analysis & Report Writing Funded by BHA in NWS. REF: G-SY-ANT-M&E-33046

GOAL is completely against fraud, bribery, and corruption. GOAL does not ask for money for bids. If approached for money or other favours, or if you have any suspicions of attempted fraud, bribery or corruption please report immediately to email <u>speakup@goal.ie</u> Please provide as much detail as possible with any reports

### **1** ABOUT GOAL

Twelve years of conflict in Syria, compounded by large-scale macroeconomic challenges, the global COVID-19 crisis, and the recent earthquake, have had a catastrophic impact on the economic and social fabric of the country. Ongoing hostilities and inter-factional fighting persist along frontlines, including in the northwest, resulting in new displacements, loss of lives and livelihoods, damaged infrastructure, and negatively impacting on the well-being of affected communities. According to the 2023 Humanitarian Needs Overview (HNO), 15.3 million people require humanitarian assistance, including 2.1 million IDPs living in last-resort IDP sites, with needs that keep increasing across all sectors.

GOAL is an international, non-governmental organisation (INGO), with a proud history spanning more than four decades of humanitarian response in some of the most challenging and difficult contexts around the world. Motivated by a deep commitment to support the most vulnerable communities to help them respond to and recover from humanitarian crises, and to assist them to build transcendent solutions to mitigate poverty and vulnerability. Our work is driven by our vision for a world where poverty no longer exists; where vulnerable communities exposed to shock and stresses are resilient; where barriers to well-being are removed and where everyone has equal rights and opportunities.

GOAL has been working in northwest Syria (NWS) for twelve years, focusing its efforts on Food Security, Multipurpose Cash Assistance (MPCA), Water, Sanitation, and Hygiene (WASH), Nutrition, Shelter, Early Recovery and Market Systems (ERMS), Humanitarian coordination, Protection and Emergency Response interventions.

### **2 PROPOSED TIMELINES**

Line	Item	Date
1	RFO published.	Thursday 7 <sup>th</sup> September 2023
2	Closing date for clarifications.	Tuesday 12 <sup>th</sup> September 2023 23:59pm Türkiye Time
3	RFQ Closing date and time for receipt of quotations	Friday 15 <sup>th</sup> September 2023 23:59pm Türkiye Time
4	Tender Opening Location	GOAL, Ankara, Türkiye
5	Contract award forecast	Thursday 2 <sup>nd</sup> October 2023

### **3** SUPPLY REQUIREMENT

The purpose of this service is to provide **Data Analysis** and **Reporting for Needs Assessment Data** collected by the GOAL team. The full Terms of Reference (TOR) for the Multi-Sectoral Need Assessment service required are included as **Appendix 5** – **TOR** to this RFO document.

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

#### **PROCUREMENT PROCESS**

- 3.1.1 This competition is being conducted as a Request for Offer (RFO) G-SY-ANT-M&E-33046
- 3.1.2 The Contracting Authority for this procurement is GOAL Türkiye.

#### CLARIFICATIONS AND QUERY HANDLING

3.1.3 Requests for additional information or clarifications can be made up to Tuesday 12<sup>th</sup> September 2023 23:59pm Türkiye Time. Any queries about this RFO should be addressed in writing to GOAL via email to procurementSy@sy.goal.ie referencing the tender number, and answers shall be collated and shared with all bidders in a timely manner.

GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate for the provision of Multi-Sectoral Needs Assessment Data Analysis & Report consultancy service.

This competition is being conducted under GOAL's Request for Quotation procedure. The Contracting Authority for this procurement is GOAL. Please include the reference number **ANT-M&E-33046** and words **'CLARIFICATION REQUIRED**' in the subject line.

#### CONDITIONS OF THE RFO

- 3.1.4 All documentation must be completed in English.
- 3.1.5 Suppliers must respond to all requirements set out in this document and complete their offer in the format provided.
- 3.1.6 Failure to complete any documentation in the required format will, in almost all circumstances, result in the rejection of the tender. Failure to re-submit correctly formatted documents within three working days of a request will result in disqualification.
- 3.1.7 Suppliers must disclose all relevant information to ensure that all submissions are fairly and legally evaluated. Suppliers must provide details of any implications they know or believe their response will have on the successful operation of the contract or on the normal day-to-day operations with GOAL. Any attempt to withhold any information that the supplier knows to be relevant or to mislead GOAL or its evaluation team in any way will result in the disgualification.
- 3.1.8 Suppliers must detail all costs requested in this document and any other costs whatsoever that could be incurred by GOAL in the usage of services or the availing of options that may not be explicitly identified in the RFO. Supplier's attention is drawn to the fact that, in the event of a contract being awarded to them, the attempted imposition of undeclared costs will be considered a condition for default.
- 3.1.9 Any conflicts of interest (including any family relations to GOAL staff) involving a supplier must be fully disclosed to GOAL particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the supplier.
- 3.1.10 GOAL will not be liable in respect of any costs incurred by suppliers in the preparation and submission of tenders or any associated work effort.
- 3.1.11 GOAL will conduct the RFO, including the evaluation of responses and final awards in accordance with the criteria set out in the RFO.
- 3.1.12 GOAL is not bound to accept any Offer submitted.
- 3.1.13 GOAL reserves the right to split the award of any resulting contract between different suppliers in any combination it deems appropriate, at its sole discretion.
- 3.1.14 Suppliers will seek written approval from GOAL before entering into any sub-contracts for the purpose of fulfilling any resulting contract. Full details of the proposed subcontracting company and the nature of their services will be included in the written request for approval. Written requests for approval must be submitted in accordance with the conditions set out in any subsequent contract.
- 3.1.15 GOAL reserves the right to refuse any subcontractor that is proposed by the supplier.
- 3.1.16 GOAL reserves the right to negotiate with the supplier who has submitted the lowest bid that fully meets requirements for the purpose of seeking revisions of such bid to enhance its technical aspects and to reduce the price.
- 3.1.17 Information supplied by suppliers will be treated as contractually binding. However, GOAL reserves the right to seek clarification or verification of any such information.
- 3.1.18 GOAL reserves the right to terminate the RFO process at any stage.
- 3.1.19 Unsuccessful suppliers will be notified.
- 3.1.20 This document is not construed in any way as an offer to contract.
- 3.1.21 GOAL and all suppliers appointed to this requirement, must act in all its procurement and other activities in full compliance with GOAL's donor requirements. Any contracts that arise from the RFO may be financed by multiple donors or their agents who have rights of access to GOAL and any of its suppliers or contractors for audit purposes. Donors may also have additional regulations that are not practical to list here. Submission of an offer under the RFO assumes acceptance of these conditions.

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

#### SUBMISSION OF RFO

Submissions must be delivered electronically in the following way:

Electronically to **goaltrbids@sy.goal.ie** and in the subject field state:

- a) G-SY-ANT-M&E-33046, Name of supplier.
- b) Name of your company with the title of the attachment.
- c) Number of e-mails that are sent e.g., 1 of 3, 2 of 3, 3 of 3.

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

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

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

### 4 SUBMISSION CHECKLIST RFQ

Line	Item	Format	Tick attached
1	This document filled in and signed	Sign & stamp, scan and save as a single PDF entitled ' <b>RFQ</b> Document for ANT-M&E-33046'	
2	Appendix 1 - Company Information and Signed Statement	Complete, sign & stamp, scan and return as a single PDF entitled 'Appendix 1_Company Information and Signed Statement'	
3	Appendix 2 – RFQ Statement	Complete, sign & stamp, scan and return as a separate PDF entitled 'Appendix 2_RFQ Statement'	

4	Appendix 3 - Financial Offer (All costs must be quoted in USD)	Complete all the required fields in the Excel Spreadsheet "Appendix 3_Financial Offer Excel" and return the completed excel spreadsheet. and Return as separate PDF entitled "Appendix 3_Financial Offer PDF".
5	Appendix 4- Technical Proposal (It should add the following required documents as Annexes to the Technical Proposal)	In order to validate that the potential provider has read and fully understands the requirements listed in the TOR, GOAL requires them to submit a provisional methodology for providing the specified deliverables in PDF format to include the following as a minimum:
	a) Please include three previous evaluation/assessment contract assignments (preferably in similar Humanitarian sector contexts).	
	<ul> <li>b) Please provide one sample report, preferably for a similar assessment assignment that consultant has conducted for an I/NGO which was focused on presentation of findings, specific recommendations.</li> </ul>	
	<ul> <li>c) Three validated reference letters (reference contacts are not acceptable), for previous Assessments (preferable), TPM or evaluations consultancies provided in the humanitarian sector.</li> </ul>	
	<ul> <li>d) CV and Bios of the key nominated personnel.</li> <li>*Specialists with a minimum 5 years of working experience in humanitarian contexts with knowledge of Food Security, MPCA, WASH, Shelter and Settlements, Economic Recovery and Market Systems and Nutrition. )</li> <li>*Specialists with a minimum of 5 years of working experience in humanitarian contexts with knowledge of M&amp;E.</li> </ul>	

### **APPENDICES & ANNEXES**

- Appendix 1 Company information
- **Appendix 2 RFQ Statement**
- Appendix 3 Financial Offer (attached as a separate excel and PDF)
- Appendix 4 Technical Proposal
- **Appendix 5 Terms of Reference**
- **Appendix 6 GOAL Terms & Conditions**
- Appendix 7 GOAL Supplier Code of Conduct
- **Appendix 8 Nominated Personnel**
- Annex A Copy of Company's Registration Documents (attached as separate PDF)

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

#### **EVALUATION CRITERIA**

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

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.

These are as follows:

Phase	<b>Evaluation Process</b>	The basic requirements with which proposals must comply with	
#	Stage		
1	Administrative instructions	1. Closing Date: Submissions must have met the deadline stated in Section-2 (Proposed Timelines) of this document, or such revised deadline as may be notified by GOAL.	
		<ol> <li>Submission Method: Submissions must be delivered in the method specified in Section-4 Submission of RFQ of this document with the response format detailed in SUBMISSION CHECKLIST RFQ.</li> </ol>	
		<ol> <li>Format and Structure of the Proposals: Submissions must conform to the response format laid out in Section-4 Submission Check RFQ Lis) of this document, and the Appendices, or such revised format and structure as may be stipulated by GOAL. Failure to comply with the prescribed format and structure may result in the submission being rejected. All submissions must be in English. Where a supporting document is in another language, please provide an English translation. The translation can be in-house and does not need to be notarised or official.</li> <li>Confirmation of validity of your proposal: The supplier must confirm that their proposal is valid for 90 days.</li> <li>All costs must be quoted in USD.</li> </ol>	
2	Essential Criteria	1. Individuals or firms in academia, social research, or humanitarian evaluation with a background in humanitarian aid, research methods, development economics, development studies, or other related fields.	

		2. Proficient English language skills are imperative. Consultants must demonstrate the ability to produce well-written, coherent, and clear reports in English.	
3	Award Criteria	<ul> <li>Submissions will be evaluated as per the award criteria listed in this section to determine optimal Value for Money (VFM) in this context: <ul> <li>Proven record of delivery of timely and quality evaluation/assessment services preferably in similar Humanitarian sector contexts. (Weighting 18%)</li> <li>Technical skills, knowledge, and experience of nominated personnel. (Weighting 12%)</li> <li>Quality of the Proposed Methodology (Weighting 40%) In order to validate that the potential provider has read and fully understands the requirements listed in the TOR, GOAL requires them to submit a provisional methodology for providing the specified deliverables in PDF format, of no greater than 7 pages in length and to include the following as a minimum:</li> <li>The data analysis methods that will be used.</li> <li>Showcase competency in quantitative data analyses.</li> <li>Sufficient details on appropriate data protection measures to be undertaken by the supplier.</li> <li>Demonstrated capability in analysing data in Arabic as this is the language used for data collection.</li> <li>Showcase analytical and writing skills in English.</li> </ul> </li> <li>Price (Weighting 30%)</li> </ul>	
4	Qualification Criteria	All due diligence checks are found to be clear including but not limited to Anti- Terror Checks.	
5	Legal, & Financial Criteria	In-depth review of legal and financial information submitted. Supplier is assessed to have requisite financial stability and legal status.	

#### Award Criteria further information

#### NOMINATED PERSONNEL

The tenderer must provide details of all key personnel who will be assigned to this contract if awarded as per the instructions in **Appendix 8** to this RFO document.

#### **METHODOLOGY**

GOAL requires a written proposed methodology and work plan in PDF format and to be of no greater than 7 pages in length and must address the following as a minimum:

- Clear demarcation between GOAL and the service providers responsibilities.
- The data analysis methods that will be used and why.
- In depth knowledge of quantitative and qualitative research methods.
- Sufficient details on appropriate data protection measures to be undertaken.
- Excellent presentation and writing skills, excellent analytical and writing skills in English and Arabic.

The Supplier may attach further relevant supporting information to the methodology as Annexes, but it is at GOAL's discretion whether this will be reviewed as part of the evaluation.

#### Price

Refer the **Appendix 3** – **Financial Offer**, service providers must complete, 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 **USD.** Please round two decimal places throughout. Any financial offers that contain more than two decimal places will be rounded. This should realistically and adequately present expenses for all requested activities. Prices offered will be evaluated on full cost basis (including all fees and taxes) as per **Appendix 3-Financial Offer.** 

GOAL is requesting Lump Sum Fixed Price Financial Offers to be done only one payment which will be at the end of the work. The successful tenderer once formally contracted will invoice per acceptance by GOAL as per

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payment schedule. Marks for cost will be awarded on a proportional basis with full marks for the cheapest offer following the below formula.

Score = 30 x (Min Total Price/Supplier Total Price)

# APPENDIX – 1 COMPANY INFORMATION – THESE SECTIONS MUST BE COMPLETED

Name of the supplier		
Registered address of the Supplier		
Company Name		
Address		
Registered Address if different from		
above		
Company Registration Number		
Telephone		
E-mail address		
Website address		
Year Company Established		
Legal Form. Tick the relevant box	o Company	o Joint Venture
	o Partnership	o Other (specify):
VAT/TVA/Tax Registration Number		
Directors' names and titles and any		
other key personnel		
If successful, you will need to		
nominate a bank/financial institution		
for electronic transfer of funds due		
under the resulting contract. Please		

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provide details of your nominated bank.		
As per conditions of RFO, where the supplier proposes to use subcontractors in the execution of their obligations under any resulting contract, the supplier must notify GOAL of this in writing. Please clearly state here whether your company proposes to use sub-contractors and how they will be utilised.		
	Primary Contact	Secondary Contact
Name		
Current Position in supplier's		
Organisation:		
No. of years working with the supplier:		
Email address		
Telephone		
Mobile		

By submitting an offer under this request for quotation **RFQ. ANT-M&E-33046** for **MULTI-SECTORAL NEEDS ASSESSMENT DATA ANALYSIS AND REPORT WRITING** (Consultancy), the bidder hereby asserts that the following statements are correct at the time of submission; and further undertakes to inform GOAL of any changes in status of these matters. The bidder is not bankrupt or is being wound up, neither are its affairs are being administered by the court nor has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulation.

The bidder is not the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or for an arrangement with creditors or of any other similar proceedings under national laws and regulations.

Neither the bidder, a director or partner, has been convicted of an offence concerning his professional conduct by a judgement which has the force of res judicata nor been guilty of grave professional misconduct in the course of their business.

The bidder has fulfilled all its obligations relating to the payment of taxes or social security contributions in Ireland or any other state or country in which the tenderer is located or doing business.

Neither the bidder, a director or partner has been found guilty of fraud, money laundering, corruption; convicted of being a member of a criminal organisation; nor of serious misrepresentation in providing information to a public buying agency.

The bidder has not contrived to misrepresent its Health & Safety information, Quality Assurance information, or any other information relevant to this application.

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

## I confirm that my bid has a validity of 90 of days. If your bid does not have this validity, please state what bid validity you offer.

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

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

### APPENDIX 2: RFQ STATEMENT

### **RFQ STATEMENT**

### **TO:** GOAL **RE: (**Request for Quotation) ref: ANT-M&E-33046

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

- 1. We accept all 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 90 Days from date of submission.
- 4. We confirm that we have the capability to satisfy the essential criteria listed for the RFQ. (i.e., 'Individuals or firms in academia, social research, or humanitarian evaluation with a background in humanitarian aid, research methods, development economics, development studies, or other related fields.'

Date:	
Full Name:	
Position:	

### **APPENDIX 3: FINANCIAL OFFER**

See separate excel spreadsheet.

### **APPENDIX 4: TECHNICAL PROPOSAL**

Technical proposal: a clear and detailed methodology for providing the deliverables listed in the Terms of Reference which includes as minimum:

- Proposed Project Timeline
- Clearly states the level of staff member from your team assigned completing key tasks (e.g., Analyst, Project Manager, Director).
- Clearly shows adherence to and understanding of specified research methodologies.
- Clearly shows adherence to and understanding of all best practices for engaging with other stakeholders.
- The proposal must also include proposed deliverables that will be produced throughout / by the end of the consultancy (**no longer than 1st December 2023**).
- 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 TOR** for required start date.

### **APPENDIX 5: TERMS OF REFERENCE**

#### **TERMS OF REFERENCE**

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

### MULTI-SECTORAL NEEDS ASSESSMENT DATA ANALYSIS AND REPORT WRITING FUNDED BY BHA

### INTRODUCTION

#### 1. BACKGROUND

Twelve years of conflict in Syria, compounded by large-scale macroeconomic challenges, the global COVID-19 crisis, and the recent earthquake, have had a catastrophic impact on the economic and social fabric of the country. Ongoing hostilities and inter-factional fighting persist along frontlines, including in the northwest, resulting in new displacements, loss of lives and livelihoods, damaged infrastructure, and negatively impacting on the well-being of affected communities. According to the 2023 Humanitarian Needs Overview (HNO), 15.3 million people require humanitarian assistance, including 2.1 million IDPs living in last-resort IDP sites, with needs that keep increasing across all sectors.

GOAL is an international, non-governmental organisation (INGO), with a proud history spanning more than four decades of humanitarian response in some of the most challenging and difficult contexts around the world. Motivated by a deep commitment to support the most vulnerable communities to help them respond to and recover from humanitarian crises, and to assist them to build transcendent solutions to mitigate poverty and vulnerability. Our work is driven by our vision for a world where poverty no longer exists; where vulnerable communities exposed to shock and stresses are resilient; where barriers to well-being are removed and where everyone has equal rights and opportunities.

GOAL has been working in northwest Syria (NWS) for twelve years, focusing its efforts on Food Security, Multipurpose Cash Assistance (MPCA), Water, Sanitation, and Hygiene (WASH), Nutrition, Shelter, Early Recovery and Market Systems (ERMS), Humanitarian coordination, Protection and Emergency Response interventions.

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#### 2. GOAL'S PROGRAMME

THRIVE is the continuation and next iteration of GOAL's large-scale BHA-funded program in NWS. THRIVE aims to save lives, alleviate suffering and improve the capacities of people impacted by crisis, while reducing adverse economic impact, through an integrated package of interventions that stabilizes household food security, improves Nutrition of children and pregnant and lactating women, strengthens, utilizes market systems, and improves livelihood capacities.

The program consists of a multi-sector humanitarian and early recovery response for conflict-affected populations across Idleb and Aleppo governorates. It will be led by GOAL and implemented in conjunction with four local Syrian partners, and alongside local authorities, camp management, and conflict-affected communities. It incorporates an increased emphasis on early recovery and fostering program sustainability. An estimated 209,674 households (1,048,372 individuals) will benefit from the Activity overall.

GOAL's THRIVE program will address the multiple vulnerabilities that households and communities are facing after twelve years of conflict. At the household level, the program design creates links between its multi-donor-funded emergency response program to its food assistance, MPCA, and nutrition programming. At the community level, GOAL will continue its bakery program under food assistance, which provides affordable bread to large catchment areas, continue its market-strengthening and rehabilitation activities by distributing cash grants and providing technical assistance to vendors in markets, and support the WASH infrastructure that provides water throughout large sections of Idleb governorate. At the camp level, GOAL will work to upgrade the water supply and facilitation infrastructure.

Key activities implemented to achieve the program objective include:

#### **Food Assistance**

- Distribution of in-kind food kits, e-vouchers, or cash for food to vulnerable households with 8 rounds of food assistance.
- Support bakeries with 40% of required flour and yeast inputs to ensure high-quality bread which will be made affordable to the bakery catchment population.

#### Multi-Purpose Cash Assistance (MPCA)

 Distribution of one-off MPCA to IDPs negatively affected by sudden shocks (flooding, drought, extreme weather, and earthquake) with lifesaving assistance in the form of one round of MPCA to ensure the response to urgent basic needs.

#### Nutrition

- Sensitization on MIYCN in emergencies.
- Voucher top-ups for households with children under 2 to increase access to nutritious foods.

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- Screening for malnutrition and training on the Family mid-upper arm circumference (MUAC) approach.
- Treatment of acute malnutrition through Community Management of Acute Malnutrition (CMAM) for children 6-59 months and PLW and provision of preventative nutrition supplements for those at risk.
- Referrals to Food Security Assistance and/or Primary Health Care (PHC).

#### WASH

- Operation and maintenance of water stations (via electricity/fuel)
- Infrastructure Stabilization Fund for water units to access grants to improve water supply infrastructure (Water Network).
- Operation & Maintenance of water station in Kaeebeh village and camp.
- Solarization of selected wells.
- Solid waste removal and desludging services at Kaeebeh camp.
- Support sanitation infrastructure in three villages.
- Water network improvement in two locations (One in Idleb + One in North Aleppo)
- Rehabilitate and improve two dumpsites to ensure proper waste disposal is carried out, without exposing community members and waste workers to health risks and provide solid waste collection and waste management in targeted locations.
- Hygiene promotion and behaviour change communication.

#### Economic Recovery and Market Systems (ERMS)

- Graduation approach (new livelihood development, livelihood restoration and CVA and financial inclusion including the establishment of Village Savings and Loan Associations (VSLA)).
- Small and Medium Enterprise (SME) Support: Distribution of cash grants and providing technical assistance and coaching sessions to vendors in markets.
- Rehabilitation, business development training, and financial service for bakeries.
- Road Rehabilitation for strengthened market functionality.

#### Humanitarian Coordination, Information Management, & Assessments

• Supporting the management and operations of the Non-governmental Organisations (NGO) Forum

The THRIVE programme started on 1 July 2023 and will run until 30 June 2024.

### 6 AIM OF THE SERVICE

The purpose of this service is to provide **data analysis and reporting** for Needs Assessment data collected by the GOAL team.

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### **1. ASSESSMENT OBJECTIVES**

**Objective 1:** To estimate the prevalence and severity of food insecurity in Idleb and North Aleppo governorates and identify the geographical areas and groups most vulnerable to food insecurity for programmatic targeting.

**Objective 2**: Measure the strength of the association between household food security and nutritional status of children 6-59 months and pregnant and lactating women.

**Objective 3:** Evaluate the impact of the earthquake on the affected communities, identifying the basic needs and gaps in services.

### 2. METHODOLOGY

A HH food insecurity assessment will be carried out in Idleb and North Aleppo governorates with food security programming (vouchers, cash and/or bakeries) under BHA, ECHO and SCHF grants. These locations will be divided into clusters / sampling frames, one for each subdistrict (one cluster for a population >30,000). This totals 13 subdistricts which amount to 30 clusters. A HH survey will be carried out with representative samples for each of the 30 clusters. The sample will target both non beneficiaries & beneficiaries within a random sample of each cluster and at analysis stage they can be disaggregated for comparison of results.

Food insecurity severity scores will be calculated for each cluster using the CARI index. This food insecurity severity score will be mapped to visualize the areas with high to low food insecurity and triangulated with historical PDM data, HNO 2023 data and security & operational concerns to inform which areas should be prioritized and deprioritized for food assistance. The CARI index should be presented for different household types (households headed by males and females, including those with disabilities).

A sub-sample of HH will be selected for a nutrition module to be asked within the HH survey. This sub-sample will be of HH with children 6-59 months and PLW. This module will include indicators assessing morbidity, meal frequency, diet diversity and acute and chronic malnutrition. The results will provide an overall picture of the risk of malnutrition in children 6-59 months in GOAL's AoO and will enable GOAL to measure the strength of association between household food insecurity and nutritional status of children 6-59 months and PLW.

Data collection will include but is **not limited to** the following key Indicators.

#### General:

- Basic HH demographics (including the use of the Washington Group Short Set (WGSS) of questions to identify persons with disability)

#### Food Security:

- Reduced Coping Strategy Index (rCSI)

- HH Food consumption scores (FCS)
- CARI Index (calculated from FS indicators above)

#### Nutrition:

- Exclusive Breastfeeding Under Six Months (children 0 5.99 months)
- Minimum acceptable diet (children 6-23 months) (combination of meal frequency & minimum diet diversity)
- Minimum Dietary Diversity Women (MDD-W) OR Individual Dietary Diversity Score (IDDS)
- MUAC measurement in children 6-59 months and pregnant and lactating women, i.e. acute malnutrition
- Morbidity (diarrhea, pneumonia)
- WASH (access to clean drinking water)

#### **PRIMARY DATA COLLECTION**

Data collection will be conducted by GOAL MEL team, using CommCare application. Raw data <u>(in Arabic)</u> will be provided to the consultant for data analysis, and the MEL team will be available to respond to any questions.

#### **INCEPTION PHASE**

Before the start of data collection, the evaluation team will do the following:

- i. Hold a short planning meeting with all members of the assessment team including the Program Quality and relevant Program teams to agree on the workplan of the analysis and reporting.
- ii. Prepare an outline of the analysis to be undertaken).
- iii. The inception report will be reviewed by GOAL, and feedback provided to the consultant.
- iv. Finalize the inception report and submit it to GOAL.

#### **DATA ANALYSIS AND REPORTING**

GOAL expects all quantitative data to be rigorously analyzed by the evaluation team (using an analysis framework) and to be representative of the targeted areas within the reasonable limits and constraints of the context. The analysis should present data disaggregated by sex, age, disability, household type and location. Disaggregated data should be reflected in charts and other types of visualizations.

### **3.** Assessment Tasks and Timeline

#### TASKS

- 1. Provide a draft inception report detailing the analysis plan.
- 2. Incorporate GOAL feedback into the draft inception report and prepare a final version.
- 3. Conduct data analysis of needs assessment data collected by GOAL MEL team.
- 4. Provide a draft assessment report. The report should both describe the results of the assessment and provide actionable recommendations for improving GOAL's programming.
- 5. Incorporate GOAL feedback into the draft assessment report and prepare a final report (plan for two rounds of review).
- 6. Facilitate an online workshop to present and validate the findings of the assessment with GOAL.

#### TIMELINE

Activity	Provisional Deadline
Contract Signing	02-Oct-23
Inception Meeting	04-Oct-23
SUBMISSION: Draft Inception Report	13-Oct-23
GOAL First Feedback on Draft	22-Oct-23
SUBMISSION: Final Inception Report	27-Oct-23
Data Analysis and Report Writing	10-Nov-23
SUBMISSION: Draft Assessment Report	10-Nov-23
GOAL First Feedback on Draft Assessment Report	17-Nov-23
GOAL Second Feedback on Draft Assessment Report	24-Nov-23
SUBMISSION: Final Assessment Report	01-Dec-23
Presentation of Key Findings	07-Dec-23

### 4. PRESENTATION AND DOCUMENTATION OF FINDINGS AND RECOMMENDATIONS

This consultancy will take place in the second quarter of the THRIVE Program (between October and December 2023).

The findings of the assessment must be shared with GOAL in the following formats:

- Final Assessment Report: The report must be clear and concise and should include the following sections:
  - o Executive Summary (comprehensive and able to stand on its own)
  - o Background
  - Methodology
  - Limitations and Challenges
  - o Findings
  - o Recommendations
  - Annexes, including, but not limited to; ToRs, statistical outputs, templates of data collection tools used.
- Closing workshop with GOAL staff to present findings and get feedback (conducted remotely).

Differences in needs and capacities between various groups and gender awareness should be reflected in the different sections, including methodology, limitations and challenges, findings and recommendations.

### **5.** DISSEMINATION OF FINDINGS

Results and recommendations will be made available externally to interested stakeholders at the discretion of GOAL Syria's senior management. The final report will be submitted to and be the property of GOAL Syria.

If particular sections of the assessment report are deemed useful or informative for the greater humanitarian community, GOAL reserves the right to create a separate report with excerpts from the assessment report to share with the wider community.

### **6. ETHICAL CONSIDERATIONS**

It is the responsibility of GOAL to anonymize all datasets or raw data, to obtain informed consent from all participants, and to ensure that identifying personal information is not shared with GOAL program staff nor any external party.

The Consultant is expected to have clear data protection protocols and policies that should be shared with GOAL during the procurement process.

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### 7. ASSUMPTIONS AND REQUIREMENTS

- Consultant will have access to all documentation and can take part in relevant meetings.
- Consultant will have access to key staff in the responding GOAL offices in Syria, Turkey, and Jordan as well as partner offices to obtain adequate information provided.
- Consultant will take confidentiality and objectivity into consideration during the process.
- •

### 8. CONSULTANT PROFILE

GOAL welcomes international and national consultants/firms to apply.

### 8.1 ESSENTIAL CRITERIA

1. Individuals or firms in academia, social research, or humanitarian evaluation with a background in humanitarian aid, research methods, development economics, development studies, or other related fields.

Please include three briefs of evaluations/assessments you provided in the humanitarian sector – a needs assessment and/or working in Northwest Syria are distinct advantages.

2. Proficient English language skills are imperative. Consultants must demonstrate the ability to produce wellwritten, coherent, and clear reports in English.

- Please provide one sample report, preferably for a similar assessment assignment that consultant has conducted for an I/NGO.

#	Criteria	How is it measured	Weighting
1	Proven record of delivery of timely and quality evaluation/assessment services preferably in similar Humanitarian sector contexts.	<ul> <li><u>Three previous assessment/evaluation contracts</u> (preferably in similar Humanitarian sector contexts) stated in their tender.</li> <li><u>One sample report</u>, preferably for a similar assessment assignment that consultant has conducted for an I/NGO.</li> <li><u>Three validated reference letters (</u>reference contacts are not acceptable), for previous Assessments (preferable), TPM or evaluations consultancies provided in the humanitarian sector.</li> </ul>	18%

#### **10.2 AWARD CRITERIA**

		• Any additional submitted assignments, reports or reference letters will NOT be reviewed.	
2	Technical skills, knowledge, and experience of nominated personnel.	<u>CV and Bios</u> of the key nominated personnel, Food security and nutrition knowledge are a must.	12%
3	Quality of the proposed analysis.	<ul> <li>In order to validate that the potential provider has read and fully understands the requirements listed in the TOR, GOAL requires them to submit a provisional methodology for providing the specified deliverables in PDF format, of <u>no</u> greater than 7 pages in length and to include the following as a minimum:</li> <li>The data analysis methods that will be used.</li> <li>Showcase competency in quantitative data analyses.</li> <li>Sufficient details on appropriate data protection measures to be undertaken by the supplier.</li> <li>Demonstrated capability in analyzing data in Arabic as this is the language used for data collection.</li> <li>Showcase analytical and writing skills in English.</li> </ul>	40%
4	Financial Offer		30%

### **APPENDIX 6 – GOAL TERMS AND CONDITIONS**

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

#### 1. SCOPE AND APPLICABILITY

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

#### 2. LEGAL STATUS

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

#### 3. SUB-CONTRACTING

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

#### 4. ASSIGNMENT OF PERSONNEL

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

#### 5. OBLIGATIONS

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

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

The Service provider/contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation

of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct. reason of any other claim or demand against the Service provider/contractor.

#### 7. ACCEPTANCE AND ACKNOWLEDGEMENT

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

#### 8. WARRANTY

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

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

#### 9. CHECKS AND AUDIT

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

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

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

The Service provider/contractor guarantees that the rights of any external auditor authorised by the GOAL carrying out verifications as required to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to the Service provider/contractor's Page **26** of **39** 

partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the donor applies.

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

#### 10. RULE OF ORIGIN AND NATIONALITY

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

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

#### 11. INSPECTION

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

#### 12. FORCE MAJEURE

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

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

Notwithstanding anything to the contrary in this Contract, the Service provider/contractor recognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or

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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. <u>DEFAULT</u>

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

#### 14. REJECTION

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

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

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

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

#### 15. AMENDMENTS

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

#### 16. ASSIGNMENTS & INSOLVENCY

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

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

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#### 17. <u>PAYMENT</u>

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

#### 18. ANTI-BRIBERY/CORRUPTION

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

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

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

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#### 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, tradename, or trademark.

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, tradename, or trademark arising in connection with the goods sold under this Contract.

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

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

#### 24. TITLE RIGHTS

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

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

#### 25. <u>TITLE TO EQUIPMENT</u>

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. <u>PACKING</u>

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

#### 27. SHIPMENT AND DELIVERY

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

#### 28. INSURANCE

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

#### 29. INDEMNIFICATION

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

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

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

#### 30. TERMINATION OF CONTRACT

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

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

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

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

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

#### 31. DATA PROTECTION

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

#### 32. CONFIDENTIALITY

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

#### 33. DISPUTES - ARBITRATION

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

#### 34. SETTLEMENT OF DISPUTES

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

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

#### 35. WITHHOLDING TAX

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

#### 36. GOVERNING LAW AND JURISDICTION

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

#### 37. BANK GUARANTEE

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

#### 38. ENVIRONMENTAL STANDARDS

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

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

#### 39. HUMAN TRAFFICKING

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

- Engage in severe forms of trafficking in persons during the period of performance of the contract.
- Procure commercial sex acts during the period of performance of the contract.
- Use forced labour in the performance of the contract.
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority.
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing
  to disclose, in a format and language accessible to the worker, basic information or making material
  misrepresentations during the recruitment of employees regarding the key terms and conditions of employment,
  including wages and fringe benefits, the location of work, the living conditions, housing, and associated costs (if
  employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the
  hazardous nature of the work.
- Should the Service provider/contractor become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform GOAL to enable appropriate action to be taken.
- In respect to any contract funded by the UK Government the Service provider/contractor is expected to be familiar with the terms of the UK Modern-Slavery Act 2015, and to abide by the conditions of the Act.

### APPENDIX 7 – GOAL SUPPLIER CODE OF CONDUCT

In this Supplier Code of Conduct, reference to GOAL will include reference to GOAL in Ireland, GOAL (International) in the UK, GOAL US Fund in the US and all GOAL branches and/or liaison offices, as well as other entities established in programme countries from time to time (together, hereinafter referred to as "GOAL"). This Supplier Code of Conduct should be read in conjunction with the relevant contract entered into between the Supplier and GOAL ("Contract"), GOAL's Terms and Conditions for Contracts for Procurement of Goods or Services (as applicable), and any other GOAL policy which GOAL may send the Supplier from time to time during the Contract.

Each supplier of GOAL ("Supplier") is expected to comply with the following Supplier Code of Conduct and is responsible for requiring its employees and any subsidiary, subcontractor and any other third party that the Supplier may use to carry out its obligations under a contract entered into with GOAL (together, "Third Parties") to abide by this Supplier Code of Conduct, and to provide a copy of this Supplier Code of Conduct to those entities and individuals.

The Supplier Code of Conduct applies to all Suppliers who are requested by GOAL to sign it and all Third Parties who must confirm that they uphold its standards as far as applicable to their status. GOAL recognises that reaching some of the standards in this Supplier Code of Conduct is a dynamic, continuous process and encourages Suppliers to continually improve their workplace conditions and ensure they have adequate systems and controls in place to monitor Third Parties to ensure compliance with this Supplier Code of Conduct. In line with the size and nature of their business, GOAL expects the Supplier to have management systems in place to support compliance with laws, regulations, and the expectations related to or addressed expressly within this Supplier Code of Conduct. GOAL encourages Suppliers to implement their own written code of conduct.

#### 1. RESPECT FOR HUMAN RIGHTS

The Supplier represents and warrants that neither it nor any Third Party violates the fundamental human rights as set out in the European Convention on Human Rights from 1950 (as may be amended from time to time) including all protocols to the convention.

The Supplier represents and warrants that it will have respect for all fundamental human rights and, in particular, it will respect the dignity and worth of all persons including respect for the equal rights of men and women.

The Supplier undertakes that it and any Third Party will not discriminate directly or indirectly on the grounds of gender, marital status, family status, sexual orientation, religion, age, disability, race, political affiliation, social status, or membership of an ethnic community.

#### 2. ILLEGAL ACTIVITY

The Supplier represents and warrants that neither it nor any Third Party are engaged in any sort of illegal activities.

The Supplier represents and warrants that neither it nor any Third Party will excuse or ignore or participate in any corrupt, fraudulent, exploitative, or unethical activities. This includes but is not limited to the trafficking of people, participating in any armed, political, or religious conflict, dealing in illegal drugs, gems or arms or using the services of a sex worker.

The Supplier represents and warrants that neither it nor any Third Party will be under the influence of alcohol or drugs, which includes illegal drugs and misused prescription medication, while engaged by GOAL under a Contract and will be fit to carry out its responsibilities and obligations under that Contract.

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#### 3. ANTI-CORRUPTION, ANTI-BRIBERY, ANTI-FRAUD, ANTI-MONEY LAUNDERING & CONFLICT OF INTEREST

#### GOAL has zero tolerance for corruption, bribery, fraud, and money laundering.

The Supplier and each Third Party shall comply with all applicable laws, statutes and regulations relating to anti-bribery, anticorruption, anti-fraud and anti- money laundering including but not limited to the Irish Criminal Justice (Money Laundering and Terrorist Financing Act 2010), the Irish Criminal Justice (Corruption Offences) Act 2018, the UK Bribery Act 2010, the UK Proceeds of Crime Act 2002, the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the UK Terrorism Act 2000, the United States Foreign Corrupt Practices Act 1977 and the United States Anti- Money Laundering Act 2020, as may be amended from time to time) (together the "Relevant Requirements"). Corruption includes benefiting from gifts, advantages, and sexual favours. Therefore, the Supplier and all its Third Parties shall not:

- Exchange money, employment, goods, or services for sexual activity. This includes any exchange of assistance that is due to beneficiaries of assistance.
- Engage in any sexual relationships with beneficiaries of assistance since they are based on inherently unequal power dynamics.

Any conflict of interest on the part of the Supplier or Third Party shall be immediately disclosed to GOAL. The Supplier affirms that it or any Third Party has no current or prior business, professional, personal, financial, political, family, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its responsibilities and obligations under any Contract. If any such actual or potential conflict of interest arises under any Contract, the Supplier shall immediately inform GOAL in writing of such conflict.

#### 4. TERRORISM

The Supplier represents and warrants that neither it nor any of its Third Parties are engaged in any transactions with, and/or the provisions of resources and support to, individuals and organizations associated with terrorism.

The Supplier represents and warrants that neither it nor any of its Third Parties are engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1,3,4 and 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

#### 5. ENVIRONMENT

The Supplier represents and warrants that neither it nor any Third Party are violating any international environmental agreements.

The Supplier undertakes to support a precautionary approach to environmental challenges and not in any way cause damage, destruction, or any harm to the environment. Further, the Supplier undertakes to encourage the development and diffusion of environmentally friendly technologies and undertake initiatives to promote environmental responsibility and sustainability.

#### 6. MINES AND WEAPONS

The Supplier represents and warrants that neither it nor any Third Party are actively and directly or indirectly engaged in patent activities, development, assembly, production, trade, or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of anti-personnel mines. The Supplier represents and warrants that neither it nor any Third Party are actively and directly or indirectly engaged in patent activities, development, assembly, production,

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stockpiling, trade, or manufacture of weapons including but not limited to firearms, chemical weapons, biological weapons, and nuclear weapons.

#### 7. CHILD AND ADULT SAFEGUARDING

The Supplier represents and warrants that it and all its Third Parties are protecting all people from abuse and exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

Specifically, the Supplier and all its Third Parties will not:

- Engage in sexual activity with anyone under the age of 18, regardless of the age of consent locally (mistaken belief of age being no defence).
- Sexually abuse or exploit children.
- Subject a child to physical, emotional, or psychological abuse, or neglect.
- Engage in any commercially exploitative activities with children including child labour or trafficking.
- Sexually abuse or exploit vulnerable adults.
- Subject a vulnerable adult to physical, emotional, or psychological abuse, or neglect.

#### 8. CHILD PROTECTION

The Supplier represents and warrants that neither it, nor any Third Party are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Supplier represents and warrants that it and all its Third Parties will comply with this requirement, and that it will raise any concerns or suspicions they have, actual or perceived, of any breach of this clause directly to GOAL.

#### 9. FORCED LABOUR

The Supplier represents and warrants that employment is freely chosen and neither it nor any Third Party are using any form of forced, bonded or compulsory labour.

#### **10. WORKING CONDITIONS**

The Supplier represents and warrants that neither it nor any Third Parties are allowing working conditions that violate the Convention on Occupational Safety and Health from 1981 including the Protocol from 2002, the Convention on Minimum Wage Fixing from 1970 and the Conventions on Hours of Work of the International Labour Organization (ILO) (as may be amended from time to time).

The Supplier represents and warrants that it and all its Third Parties are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace by either their fellow workers or their managers, and that the rights of staff to freedom of association and collective bargaining are respected.

#### 11. DISCRIMINATION IN WORKING CONDITIONS

The Supplier represents and warrants that neither it nor any Third Party are discriminating any of its workers regarding race, colour, gender, language, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, age, disability, or other distinguishing characteristics.

The Supplier represents and warrants that neither it nor any Third Party are making employment-related decisions, from hiring to termination and retirement which are not based only on relevant and objective criteria.

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#### 8. TRANSPARENCY, HONESTY, INTEGRITY AND ACCOUNTABILITY

The Supplier represents and warrants that it and any Third Party shall uphold the highest standards of integrity, honesty and transparency.

The Supplier undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of GOAL for GOAL to examine any alleged breach of this Supplier Code of Conduct.

#### 9. HUMAN TRAFFICKING & MODERN SLAVERY

The Supplier and each Third Party shall comply with all applicable human trafficking and anti-slavery laws, statutes, regulations, and conventions in force and the Supplier warrants that it has instructed its named personnel, staff, employees, and all its Third Parties to refrain from engaging in human trafficking and/or forced labour. The failure of the Supplier to investigate allegations of human trafficking for whatever purpose, including forced labour, against its staff or related to its activities or to take corrective action when any allegations have been proven to have occurred shall entitle GOAL to end the Contract immediately and without penalty upon notice to the Supplier, at no cost to GOAL.

Suppliers and their employees, and Third Parties (including labour recruiters, brokers, and agents) shall not:

- Engage in trafficking in persons during the period of performance of the contract.
- Procure commercial sex acts during the period of performance of the contract.
- Use forced labour in the performance of the Contract.
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, regardless of issuing authority.
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information; or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment; or use recruiters who do not comply with local labour law
- Charge recruitment fees to employees or potential employees

Fail to provide or pay for return transportation at the end of employment for employees who are not nationals of the country and were brought into the country for the express purpose of working on a GOAL contract or subcontract, unless that individual is legally permitted to and chooses to remain, or the employer is exempted from this requirement in writing by GOAL

- Where applicable, fail to provide or arrange housing that fails to meet national standards for housing and safety
- Fail to provide an employment contract, recruitment agreement or other required work document in writing, in a language the employee understands, as required by law.

Should the Supplier 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.

#### 14. WHISTLEBLOWING AND REPORTING

The Supplier represents and warrants that it and any Third Party shall raise any genuine concerns about actual or perceived wrongdoing by GOAL staff members, board members, partners of GOAL, other suppliers, contractors, volunteers, and communities. GOAL also expects each Supplier to provide their own employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. We expect each supplier to take action to prevent, detect, and correct any retaliatory actions. If the Supplier does not have its own reporting mechanism then it should provide their employees with GOAL's email address: speakup@goal.ie to raise any legal or ethical issues or concerns; or through the externally managed hotline, Safe call: www.safecall.co.uk/report, goal@safecall.co.uk., 0800 606 2727

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#### • 15. BREACH

Any breach of the representations and warranties of this Supplier Code of Conduct will be considered as gross misconduct and abusive behavior, which cannot be tolerated. As such, GOAL will have the right to withhold payment and postpone the goods or services (as applicable) to be provided under the Contract to enable GOAL to undertake a thorough investigation of any alleged breach of any representation, warranty or undertaking given by the Supplier or Third Party of this Supplier Code of Conduct. Upon the outcome of the investigation, GOAL will inform the relevant Supplier of its findings and will either (i) continue the Contract making such necessary amendments to the Contract as may be required to strengthen the terms of the Contract; or (ii) terminate the Contract with the Supplier immediately at no cost to GOAL. Upon such termination, GOAL reserves the right to make no payment of remaining sums due under the Contract (even when goods or services have been supplied), in instances where GOAL has found that the Supplier or Third Party has breached a representation, warranty or undertaking under this Supplier Code of Conduct.

#### • This Supplier Code of Conduct is hereby acknowledged and agreed by:

On behalf of	
Name	
Signature	
Date	
Place	

### **APPENDIX 8 – NOMINATED PERSONNEL**

Please supply details of the personnel who will be responsible for the delivery of any service contracts awarded. (Please add rows as needed).

Name	Title within Company	Key Roles and Responsibilities person will be assigned	Relevant Experience (Number of Years, Similar Projects)	Qualifications	Additional Information