



Request for Quotation (RFQ) | PSYCHOSOCIAL SUPPORT SERVICE and WELLBEING for GOAL TURKIYE STAFF

1 ABOUT GOAL

One 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/>.

As a post-disaster response and employee resilience program, continue to provide psychosocial support to Turkey-based GOAL staff. PSS refers to the “processes and actions that promote the holistic resilience and wellbeing of staff. It’s essential to find broader supportive channels to create a supportive environment for Turkey-based staff.

Psychosocial support service is highly needed especially in the meantime to ensure staff pass through the earthquake consequences and get over the resulting trauma. This service shall encompass aspects related to physical, emotional, social, and cognitive health. Psychosocial well-being is a pivotal factor in personal development and is indispensable, encompassing what is beneficial for our employees. It has been demonstrated that there can be medium- to long-term mental health effects of severe disasters. Therefore, we are keen to provide staff with immediate support including different individualized techniques. GOAL is committed to offering our staff continuous support, utilizing various personalized techniques. Psychosocial support comes in diverse forms and should be integrated as a component of a comprehensive approach to foster a more supportive environment.

2 TIMELINES

Line	Item	Date, year, time, and time zone
1	RFQ published	8 December 2023
2	Closing Date for Clarifications	14 December 2023, 23:59 (GMT+3)
3	RFQ Closing Date and Time	20 December 2023, 15:00 (GMT+3)
4	Contract award forecast	December 2023

3 SERVICE REQUIREMENT

GOAL invites prospective service providers to submit their quotation for the provision of **service to cover agreed-on services as per this TOR and signed agreement. The estimated total number of members will be covering is around 150 Turkish and Arabic speakers.**

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

4 TERMS OF BIDDING

GOAL, acting in its capacity as Contracting Authority, invites bidders from suitably qualified interested parties that wish to participate in the provision of *PSS Service Support for Staff Consultancy*.

This competition is being conducted under the 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 at procurementSy@sy.goal.ie. Please include the reference number **RFQ 33414 MRS-HR-PSS Service Support for Staff** and the words “**CLARIFICATION REQUIRED**” in the subject line.

5 CONDITIONS OF QUOTATION SUBMISSION

- Quotations must be completed in English.
- Bidders must respond to all requirements set out in this RFQ and complete their offer in the format requested in Appendix 1.
- In the event of a contract being awarded to a bidder that has knowingly withheld relevant information or otherwise misled GOAL in the evaluation process in any way, then that contract will be rendered null and void.
- Any conflicts of interest involving a tenderer must be fully disclosed to GOAL particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tenderer.
- GOAL is not bound to accept the lowest, or any bid submitted and can terminate this competition at any stage.
- Information supplied by respondents will be treated as contractually binding.
- Unsuccessful bidders will be notified.
- GOAL’s standard payment terms are by bank transfer within 30 working 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 RFQ 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 RFQ will reflect this requirement.

6 SUBMISSION OF QUOTATIONS

Quotes must be delivered electronically by email:

Email to goaltrbids@sy.goal.ie and in the subject field state “**RFQ 33414 MRS-HR-PSS Service Support for Staff**”:

1. **Signed and filled ‘RFQ 33414 MRS-HR-PSS Service Support for Staff’ document,**
2. **Signed and filled Appendix-3_Financial-Offer document,**
3. **Name of your company with the title of the attachment,**
4. **Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.**

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

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

Important: Offers transmitted in any other manner or offers received after the deadline date and time will not be considered. All responses will be opened by the GOAL Procurement Committee and all Bidders will be notified of the results.

7 SUBMISSION CHECKLIST

Line	Item	Format	Tick attached
1	This document was filled in and signed	Sign & stamp, scan and save as a single PDF entitled ' RFQ 33414 MRS-HR-PSS Service Support for Staff '	
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' and a copy of company registration certificate with the Chamber of Commerce and VAT registration certificate	
3	Appendix 2 – RFQ Statement	Filled, sign & stamp, scan and save as a separate excel and PDF entitled 'Appendix 2_RFQ Statement'	
4	Appendix 3 - Financial Offer	Filled, sign & stamp, scan and save as a single PDF entitled 'Appendix 3_Financial Offer'	
5	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	
5.a)	Please include validated reference letter(s) (References should be sent as reference letters that are signed and stamped by the employer)		
5.b)	The applicant consultant team members must have a Psychology degree (preferably with a master's degree in clinical psychology). The consultants must have experience in providing psychological support to employees of organizations that operate in but are not limited to; International Development, Humanitarian and/or Emergency Response Organizations, or Institutional Companies. Please include the CVs of the main Arabic/English/Turkish-speaker facilitators.		
5.c)	The applicant consultant team members should have at least 5 (five) years of experience in providing psychological support to employees of organizations that operate in including but not limited to; International Development, Humanitarian and/or Emergency Response organizations. Please also include the previous contract(s) which stated tender briefs.		
5.d)	The applicant consultant team members should have knowledge and experience of group therapy and carry out group therapy sessions with GOAL staff members when required by using licensed Microsoft Teams. Please include one paragraph to showcase your ability to do online and face-to-face therapies.		
5.e)	Please include a sample quarterly or monthly report template in which you have shared the outcomes regarding this kind of service.		

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	Administrative instructions	<p>1. Closing Date: Submissions must have met the deadline stated in Section 2 of this document, or such revised deadline as may be notified by GOAL.</p> <p>2. Submission Method: Submissions must be delivered in the method specified in Section 6 of this document with the response format detailed in Section 7.</p> <p>3. Format and Structure of the Proposals: Submissions must conform to the response format laid out in Section 7 of this document, and the Appendices, or such revised format and structure as may be stipulated by GOAL. Failure to comply with the prescribed format and structure may result in the submission being rejected. All submissions must be in English. Where a supporting document is in another language, please provide an English translation. The translation can be in-house and does not need to be notarised or official.</p> <p>4. Confirmation of validity of your proposal: The supplier must confirm that their proposal is valid for 90 days.</p>
2	Essential Criteria	<ul style="list-style-type: none"> • Copies of all mandatory certificates requested must be submitted (business registration, Tax & VAT registration and Operation Certificate). • Tenderer must provide evidence of a minimum five (5) years' professional experience in the field of psychosocial support services to employees of organizations that operate in including but not limited to; International Development, Humanitarian and/or Emergency Response organisations. Five (5) years' experience applies to both the applicant and their consultancy team. • Tenderer must be able to provide both male & female native-speaking consultants. Languages required: Turkish, Arabic & English. Translator assistance will not be Permitted.
4	Award Criteria	<p>Submissions will be evaluated as per the award criteria listed in this section to determine the optimal Value for Money (VFM) in this context:</p> <ul style="list-style-type: none"> - Technical (65 Points) <ul style="list-style-type: none"> • Organisational Profile & Experience – 25 points • Technical Capacity & Qualifications of Nominated Personnel – 20 points • Reporting Capabilities – 5 points • Account Management & Communications – 5 points • Any Additional services that can be provided – e.g. value-added services which can be offered – 10 points - Price (35 Points) <ul style="list-style-type: none"> • Price %... Score = $0.35 \times (\text{Min Total Price} / \text{Supplier Total Price})$
5	Qualification Criteria	All due diligence checks are found to be clear including but not limited to Anti-Terror Checks.

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 below. 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. The payments will be made after sharing the final version of the report and after GOAL's representative acceptance/confirmation. Marks for the price will be awarded on the inverse proportion principle: $\text{Score}_{\text{vendor}} = \text{maximum score} \times (\text{price}_{\text{min}} / \text{price}_{\text{vendor}})$

APPENDICES & ANNEXES

Appendix 1 – Company information

Appendix 2 – RFQ Statement

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

Appendix 4 – Technical Proposal

Appendix 5 – Terms of Reference

Appendix 6 – GOAL Terms & Conditions

Annex A – Copy of Company's Registration Documents (attached as separate PDF (a copy of company registration certificate with the Chamber of Commerce, VAT registration certificate, Operation Certificate, and No debit letter from the Tax department.))

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 <input type="radio"/> No		
Provide details of contracts of a similar nature carried out in the last two years (please state customer name, delivery location, value of contract, and dates)		
Provide details of any applicable Quality Assurance certificates or qualifications your company or employees have:		
Please include at least 2 (two) references who may be contacted on a confidential basis to verify satisfactory execution of contracts:		
Reference 1		
Name		
Organisation		
Address		
Phone		
Fax		
Email		
Nature of supply		
Approximate value of contract		

Reference 2	
Name	
Organisation	
Address	
Phone	
Fax	
Email	
Nature of supply	
Approximate value of contract	

By submitting an offer under this request for quotation **RFQ 33414 MRS-HR-PSS Service Support for Staff**, 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 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: **RFQ 33414 MRS-HR-PSS Service Support for Staff**

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. GOAL Supplier Code of Conduct and Non-Disclosure Agreement will be added to the contracting stage.
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.

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

APPENDIX 3: FINANCIAL OFFER

See separate Excel spreadsheet.

APPENDIX 4: TECHNICAL PROPOSAL

1. **Please include validated reference letter(s) (References should be sent as reference letters that are signed and stamped by the employer)**
2. The applicant consultant team members must have a Psychology degree (preferably with a master's degree in clinical psychology). The consultants must have experience in providing psychological support to employees of organizations that operate in but are not limited to; International Development, Humanitarian and/or Emergency Response Organizations, or Institutional Companies. **Please include the CVs of the main Arabic/English/Turkish-speaker facilitators.**
3. The applicant consultant team members should have at least 5 (five) years of experience in providing psychological support to employees of organizations that operate in including but not limited to; International Development, Humanitarian and/or Emergency Response organizations. **Please also include the previous contract(s) which stated tender briefs.**
4. The applicant consultant team members should have knowledge and experience of group therapy and carry out group therapy sessions with GOAL staff members when required by using licensed Microsoft Teams. **Please include one paragraph to showcase your ability to do online and face-to-face therapies.**
5. **Please include a sample quarterly or monthly report template in which you have shared the outcomes regarding this kind of service.**

APPENDIX 5: TERMS OF REFERENCE

TERMS OF REFERENCE FOR PSYCHOSOCIAL SUPPORT SERVICE and WELLBEING for GOAL TURKIYE STAFF



1.1 Background

As a post-disaster response and employee resilience program, continue to provide psychosocial support to Turkey-based GOAL staff.

PSS refers to the “processes and actions that promote the holistic resilience and wellbeing of staff. It’s essential to find broader supportive channels to create a supportive environment for Turkey based staff.

1.2 Subject of the Engagement

Psychosocial support service is highly needed especially in the meantime to ensure staff pass through the earthquake consequences and get over the resulting trauma.

This service shall encompass aspects related to physical, emotional, social, and cognitive health. Psychosocial well-being is a pivotal factor in personal development and is indispensable, encompassing what is beneficial for our employees.

1.3 Reason for the Engagement

It has been demonstrated that there can be medium- to long-term mental health effects of severe disasters. Therefore, we are keen to provide staff with immediate support including different individualized techniques.

GOAL is committed to offering our staff continuous support, utilizing various personalized techniques. Psychosocial support comes in diverse forms and should be integrated as a component of a comprehensive approach to foster a more supportive environment.

1.4 Engagement Type and Objective

The objective of the procurement is for the service to cover agreed-on services as per this TOR and signed agreement. The estimated total number of members will be covering is around 150 Turkish and Arabic speakers.

Service provision expectations:

- Professional knowledge and experience in mental health and psychosocial support systems
- A staff member can contact a consultant via e-mail to schedule a session and this request shall be replied to within twenty-four (24) hours; a session shall be concluded within one to three (1-3) days following the request, according to the selected consultant’s schedule. Note that staff have the option to select a consultant in terms of contact details, Biography of the Consultant (This information will be circulated to staff by GOAL HR) upon staff’s request. The Service Provider shall deliver individual one-to-one sessions with GOAL staff. In each location, group sessions shall be organized either in person or virtually.
- The Service Provider should be ready to provide mental health support service face-to-face sessions or virtually based on the applicant's requests.
- Consultant Support shall be made available in our office locations (Ankara, Gaziantep, Hatay, Adana, Mersin) and some new field locations not mentioned here. Both virtual and face-to-face group sessions/ meetings must be available in the specified areas.
- The contact method of the session should be determined during the scheduling of the session.
- The consultant will be able to support each applicant for a maximum of 16 sessions for one year per issue (The issue is the main reason why employees request consultation).
- Service should correspond to staff needs and requirements; both male and female consultants shall be available to speak with staff.
- The service shall include personalized video psychologist interviews, and intellectual spiritual wellbeing in addition to circulated materials (stretching, breathing exercises etc.).

- The required languages are Turkish, Arabic and English. The Service Provider must have native-speaking male and female consultants for any of the three (3) languages – Turkish, Arabic & English. **Translator assistance will not be accepted.**
- Service Providers shall support the organization in developing and aligning staff care policies and practices, create an environment that builds staff and organizational resilience, and effectively manage individuals and teams working in high-stress environments.
- Services shall be focused on helping staff and organizations prepare for, manage and cope, during and after a critical incident with consideration for data privacy.
- The service provider shall conduct monthly webinars, and support employees to gain awareness with regular content to support wellbeing.
- The service provider is required to furnish concise and clear reports on the utilization of services (either monthly or quarterly) and provide regular updates on the consultant team as stipulated in the service agreement. These reports must be prepared while ensuring the confidentiality of employees by Data Protection Law and Legislations (especially KVKK). The report template will be mutually agreed upon by GOAL and the service provider.

1.5 Service provider scope of work

- Provide individual, group psychological counselling sessions and monthly webinars must aim to :
 - a) eliminate or reduce the risk of suffering a psychosocial injury
 - b) to reduce distress among staff
 - c) to contribute to the prevention and control of the range of social problems arising among the population, especially among those most affected;
 - d) to provide support and psychosocial care for the members of the response teams;
 - e) to ensure the psychosocial recovery of the staff affected by the disaster after the acute phase.
 - f) to create environmental well-being topics such as sustainability, nature, spiritual well-being, safe and healthy
- Tailored art therapy must be available.
- GOAL covers up to sixteen (16) hourly sessions of counselling per issue for the relevant staff member within a calendar year, subject to extension on a case-by-case basis.
- Group Therapy: Conduct group sessions by cooperating with assigned HR members.
 - The Service Provider and HR representative shall decide on the type of therapy and the topic that would be beneficial to the staff.
 - The Service Provider shall create informative texts, and regular online materials concerning psychosocial support. GOAL staff members should be able to choose between individual and group sessions.
 - The required languages are Turkish, Arabic and English sessions, workshops can be organized either in person or virtually
- Group sessions shall include a minimum of three (3) and a maximum of ten (10) GOAL staff members, whose therapeutical needs are similar and can be addressed in one (1) group. The Consultant will decide which individuals are eligible for group therapy and create the group as per their needs.
- Group Therapy may start with a specific number of staff and then can be extended according to the expertise of the consultant.
- Training needs assessment and capacity-building plans for organizations, and reports to be shared regularly.
- Consultations on PSS, protection, GBV, trauma management, education, self-care, and case management and any other topics refers to cognitive health.
- The service provider shall conduct monthly webinars, and support employees to gain awareness with regular content to support wellbeing.
- The service provider is required to furnish concise and clear reports on the utilization of services (either monthly or quarterly) and provide regular updates on the consultant team as stipulated in the service agreement. These reports must be prepared while ensuring the confidentiality of employees by Data Protection Law and Legislations (especially KVKK). The report template will be mutually agreed upon by GOAL and the service provider.

- The Service Provider must demonstrate that all consultants have experience in counselling the employees of organizations that operate in high-stress environments and international humanitarian contexts. This service does not cover medical treatment.
- The service provider is obligated to consistently adhere to the GOAL Supplier Code of Conduct, ensuring the appropriate response in patient-related crises, even during high-tension situations. The most vulnerable people should receive specific care. Members of the response teams are an at-risk group who should receive priority attention.
- It is important to take into account the values, traditions, and customs of the population, as well as other features by age, gender, place of residence, etc.

1.6 Qualifications and Requirements:

- **Technical skills:**
 - ✓ The core business of the company that will provide consultancy services should be psychological consultancy. The Applicant company should provide the relevant reference(s) and documentation to prove the core business and quality.
 - ✓ The applicant consultant team members must have a Psychology degree (**preferably with a master's degree in clinical psychology**). The consultants must have experience in providing psychological support to employees of organizations that operate in but are not limited to; International Development, Humanitarian and/or Emergency Response Organisation.
 - ✓ The applicant consultant team members should have at least two (2) years of experience in providing psychological support to employees of organizations that operate in including but not limited to; International Development, Humanitarian and/or Emergency Response organisations.
 - ✓ The applicant consultant team members should have knowledge and experience of group therapy and carry out group therapy sessions with GOAL staff members when required by using licensed Teams.
- **Familiarity with the context:** Strong familiarity with the international literature and issues related to staff support practices in humanitarian contexts and relevant knowledge on trauma, vicarious traumatization, resilience, stress management, team dynamics and conflict management.
- **Language Skills:** The Applicants consultant team members must have native speaking / bilingual proficiency in at least one of the three (3) languages; Turkish, Arabic and English - writing and speaking skills. Required language and gender balance is at least one (1) male and one (1) female for each language. **Translator assistance will not be accepted.**
- **Guiding Principles and Values:** The applicants consultant team members must commit to adherence to GOAL's Code of Conduct, PSEAH and Child Protection Policy and confidentiality principles.
- **Skills and personal traits:** The Applicants consultant team members must demonstrate respect for diversity and the principle of non-discrimination.
- **Equal Opportunities:** The Applicants consultant team members are required to carry out the duties in accordance with the GOAL Equal Opportunities and Diversity Principle.
- **Child Safeguarding:** The Applicants consultant team members are required to carry out the duties in accordance with the GOAL PSEAH Policy. GOAL reserves the right to include rigorous background checks during the selection process.
- **Safeguarding our Staff:** The Applicants consultant team members are required to carry out the duties in accordance with the GOAL PSEAH Policy.
- **Health and Safety:** The Applicants consultant team members are required to carry out the duties in accordance with GOAL Health and Safety Policies and Procedures.
- **Supplier Code of Conduct:** 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.

1.7 Essential & Award Criteria

Essential Criteria

1. Copies of all mandatory certificates requested must be submitted (business registration, Tax & VAT registration).
2. Tenderer must provide evidence of a minimum five (5) years' professional experience in the field of psychosocial support services to employees of organizations that operate in including but not limited to; International Development, Humanitarian and/or Emergency Response organisations. Five (5) years' experience applies to both the applicant and their consultancy team.
3. Tenderer must be able to provide both male & female native-speaking consultants. Languages required: Turkish, Arabic & English. Translator assistance will not be Permitted.
4. Tenderer to confirm their commitment to adherence to GOAL's policies as per Section C of Terms of Reference.

Award Criteria

- Technical Proposal (65 Points)

Technical (65 Points)

Organisational Profile & Experience – **25 points**

Technical Capacity & Qualifications of Nominated Personnel – 20 point

Reporting Capabilities – 5 points

Account Management & Communications – 5 points

Any Additional services that can be provided – e.g. value added services which can be offered – 10 points.

- Price (35 Points)

Procedures, Evidence and Documentation

Based on the signed agreement, relevant terms, coverage panels, and reimbursement processes should be clarified and followed as appropriate.

Service might be extended to cover more staff as needed.

APPENDIX 6 – GOAL TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR CONTRACTS FOR PROCUREMENT OF SERVICES AND WORKS	HİZMET VE İŞLERİN TEDARİĞİNE İLİŞKİN SÖZLEŞMELERİN ŞART VE KOŞULLARI
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8. WARRANTY</p>	<p>1. KAPSAM VE UYGULANABİLİRLİK Bu Sözleşme Hüküm ve Koşulları, hizmet Tedarikçisinden/yükleniciden gelen herhangi bir diğer iletişimdeki çelişkili, aykırı veya aek 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>2. YASAL STATÜ Hizmet Tedarikçisi / yüklenici, GOAL karşısında bağımsız bir yüklenici hukuki statüsüne sahip olarak kabul edilecektir. Hizmet Tedarikçisi / yüklenici, personel 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>3. ALT-YÜKLENİCİLER Hizmet Tedarikçisi / yüklenicinin bir alt yüklenicinin hizmetlerini talep etmesi durumunda, Hizmet Tedarikçisi / yüklenici, tüm alt yükleniciler için önceden GOAL' ın 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 / yüklenicisini bu Sözleşme kapsamındaki yükümlülüklerinden herhangi birini ortadan kaldırmaz. Herhangi bir alt sözleşmenin şartları bu Sözleşmenin hükümlerine tabi olacak ve bunlara uygun olacaktır.</p> <p>4. PERSONEL ATANMASI Hizmet Tedarikçisi / yüklenici, bu Sözleşme kapsamında yapılacak iş için GOAL tarafından kabul edilen kişiler dışında herhangi bir kişiyi görevlendirmeyecektir.</p> <p>5. ZORUNLULUKLAR 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' ın 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' ı olumsuz etkileyebilecek herhangi bir eylemden kaçınacak ve taahhütlerini GOAL' ın çıkarlarına en üst düzeyde saygı göstererek yerine getirecektir. Bu yükümlülükler, GOAL ile olan sözleşmelerinin feshedilmesi / sona ermesini etkilemez.</p> <p>6. HİZMET TEDARİKÇİSİ / YÜKLENİCİNİN ÇALIŞANLARA KARŞI SORUMLULUĞU Hizmet Tedarikçisi / yüklenici, çalışanlarının mesleki ve teknik yeterliliğinden sorumlu olacak ve işbu Sözleşme kapsamındaki çalışmalar için bu Sözleşmenin uygulanmasında etkin bir şekilde görev yapacak güvenilir, yerel geleneklere saygı duyar 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>7. A KABUL VE BEYAN Hizmet Tedarikçisi / yüklenici tarafından bu sözleşme kapsamında hizmetin veya işlerin başlatılması, buradayer alan veya başka şekilde referans olarak dahil edilen tüm hüküm ve koşullar dahil olmak üzere sözleşmenin kabulü anlamına gelecektir.</p> <p>8. GARANTİ</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>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 ekipmanın için belirtilen normal kullanım koşullarında işçilik, malzeme ve tasarımı 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. Bugaranti, Hizmet Tedarikçisinin / yüklenicinin alıcılar sağladığı diğer garantilere halel getirmez. Bugarantiler, bu Sözleşmeyle konular hizmet ve işleri 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 belgeleri temelinde tam bir denetim yapmasına izin verecektir. Hizmet Tedarikçisi / yüklenici, yerinde erişimin makul olan tüm zamanlarda mevcut olmasını sağlayacaktır. Hizmet Tedarikçisi / yüklenici, denetim sırasında bilgilerin hazırlanmasını talep edilmesi halinde verilerini uygun bir biçimde teslim edilmesini sağlayacaktır. Bu denetimler nihai ödemesi 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 usulsüzlüklere 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 konulara gereken şekilde doğrulamaları yapan GOAL tarafından yetkilendirilmiş herhangi bir dış denetçiye uygun erişim veremeyi 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 halel getirmeksizin, üçüncü şahıslara ilişkin gizlilik esasına dayalı olacaktır.</p> <p>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, bağışçıları 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 kuralarsözleşme 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 uyuşgunluğunu belgeleyip onaylayabilmelidir.

Büyük ölüm lüğe uyulmaması, resmi bildirimden sonra sözleşmenin feshine yol açacaktır ve GOAL, hizmet Tedarikçisinden / yükleniciden herhangi bir zarar 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 yapımların 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 yayımlayabilir. 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 hâlel 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 olmamasına 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 Sebepten 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 tamamını 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, şartları için uygun ve 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 Sebepten teşkil etmeyecektir.

13. ANLAŞMA MADDELERİNİN YERİNE GETİRİLMEMESİ Yüklenicinin, hizmet / işleri belirtilen süre içinde ifa etmeme veya reddetmede hâlanacak bunlarla sınırlı olmamak üzere Sözleşmenin herhangi bir şartına uymaması durumunda, GOAL'ın uğrayacağı tüm zararlar dan 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 kısım veya Sözleşmenin tamamını iptal edebilir.

<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>Hizmetler veya işler ya da bunların herhangi bir kısmı reddedildiğinde, GOAL, 9. madde hükümlerine hâle 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 hizmetler veya işleri satın almak ve Hizmet Tedarikçisinden / yükleniciden temerrüt nedeniyle uğranılan kayıp veya zarar miktarını talep etme hakkına sahip olacaktır.</p> <p>GOAL tarafından reddedilen, GOAL'ın mülkiyetinde olan veya bir GOAL programı sahasında bulunan herhangi bir yapıyı dahil olmak üzere herhangi bir iş veya hizmetin mallar veya diğer parçaları, GOAL'ın ret bildiriminde belirleyebileceği süre içerisinde kaldırılmalı veya imha edilmeli veya masrafları Hizmet Tedarikçisi / yükleniciye ait olmak üzere kaldırılmalıdır.</p> <p>Hizmet Tedarikçisine / yükleniciye böyle bir bildirim gönderildikten sonra, Mallar veya herhangi bir yapıyı 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 görüldüğü şekilde elden çıkarabilir ve kaldırma maliyetini Hizmet Tedarikçisinden / yükleniciden talep edebilir.</p>
<p>15. AMENDMENTS No change in or modification of this Contract shall be made except by prior agreement between GOAL and the Service provider/contractor.</p>	<p>15. TADİLLER GOAL ile Hizmet Tedarikçisi / yüklenicisi arasında önceden yapılan anlaşma dışında bu Sözleşme de hiçbir değişiklik veya tadil yapılmayacaktır.</p>
<p>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.</p> <p>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.</p>	<p>16. DEVİR & FAALİYET/ÖDEME ACZI Hizmet Tedarikçisi / yüklenici, GOAL'ın önceden yazılı onayı olmadan bu Sözleşmeyi veya bunun herhangi bir bölümünü veya Hizmet Tedarikçisinden / yüklenicinin bu Sözleşme kapsamındaki haklarını, iddialarını veya yükümlülüklerini temlik etmeyecek, devretmeyecek, rehin vermeyecek veya başka bir şekilde tasarrufta bulunmayacaktır.</p> <p>Hizmet Tedarikçisi / yüklenici ödeme aczine düşerse veya ödeme aczinden dolayı Hizmet Tedarikçisi / yüklenicinin kontrolünü değiştirirse, GOAL başka herhangi bir hak veya çözüme hâle getirmeksizin Hizmet Tedarikçisine / yükleniciye yazılı fesih ihbarı vererek bu Sözleşmeyi feshedebilir.</p>
<p>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.</p>	<p>17. ÖDEME Hizmet Tedarikçisi / yüklenici, GOAL'ün faturalandıracak ve ödeme koşulları, GOAL'ın hizmetleri / işleri kabul ettiğini veya asal bir faturu yayınladığını dahili olarak onayladıktan sonra otuz (30) iş günü olacaktır.</p>
<p>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").</p> <p>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.</p> <p>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</p>	<p>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").</p> <p>Hizmet Tedarikçisi / yüklenici, ilgili gerekliliklere uygunluğa sağlamak için GOAL ile herhangi bir sözleşmenin süresi boyunca kendi politika ve prosedürlerine sahip olacak ve yürürlükte kalacaktır.</p> <p>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</p>

<p>payment, commission, 'kickback' or associated payment or any other advantage of any kind, they are obliged to report the request or payment directly to GOAL's Country Director within thirty-six hours. Failure to report any request for payment by a GOAL member of staff or actual payment by the Service provider/contractor to a GOAL member of staff to the GOAL Country Director shall result in the immediate termination of any contract and may result in disqualification of the Service provider/contractor from participation in future contracts with GOAL.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>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.</p>	<p>ödeme veya herhangi bir başka avantaj için bir GOAL personeli tarafından ulaşırsa, istek veya ödeme otuz altı saat içinde doğrudan GOAL Ülke Direktörüne bildirmekle yükümlüdürler. Bir GOAL personelinin herhangi bir ödeme talebini veya Hizmet Tedarikçisi / yüklenici tarafından bir GOAL personeline yapılan fiili ödeme GOAL Ülke Müdürüne raporetmek, herhangi bir sözleşmenin derhal feshedilmesine neden olacak, ve Hizmet Tedarikçisinin / yüklenicinin GOAL ile gelecekteki sözleşmelere katılımından men edilmesine neden olabilir.</p> <p>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 ödemedi derhal feshetme hakkı verecektir.</p> <p>20. ETİK SATIN ALMA VE UYGULAMASI Hizmet Tedarikçisi / yüklenici, kendisinin veya hizmet Tedarikçisinin / yüklenicilerinin aşağıdaki hizmet Tedarikçisi / yüklenicilerinde davranış kurallarına aykırı herhangi bir uygulamada bulunmadığını beyan ve taahhüt eder: İstihdam özgür seçilir, örgütlenme özgürlüğü ve toplu sözleşme hakkına saygı gösterilir, çalışma koşulları güvenli ve hijyeniktir, çocuk işçiliği / çocukların korunması sağlanamaz, geçim ücretleri ödenir, çalışma saatleri aşırı değildir, ayrımcılık yapılmaz, düzenli istihdam sağlanır, sert veya insanlık dışı muameleyle 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 ödemedi derhal feshetme hakkı verecektir. Hizmet Tedarikçisi / yüklenici insani yardım ilkelerine bağlı kalmalıdır.</p> <p>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 etmesinin durumunda derhal GOAL'ı bilgilendirecektir. Hizmet Tedarikçisi / yüklenici, bu hükmün ihlalinin bu Sözleşmenin temel bir şartının ihlali olduğunu kabul eder.</p> <p>22. SÖZLEŞMEDE GEÇERLİ SAYILAN ÖN GÖRÜŞMELER Bu Sözleşme, bu Sözleşmenin konusu ile ilgili tüm iletişim, temsil, düzenleme, müzakere, teklif talepleri ve tekliflerin yerini alır.</p> <p>23. FİKRİ MÜLKİYET HAKKI İHLALI Hizmet Tedarikçisi / yüklenici, bu Sözleşme kapsamında satılan hizmetlerin GOAL tarafından kullanımının veya tedarikinin herhangi bir patenti, tasarımı, ticari isim veya ticari markayı ihlal etmediğini garanti eder.</p> <p>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 iddianın GOAL'ın tazmin edecek, savunacak ve sorumlu tutmayacaktır.</p> <p>İşbu Sözleşme kapsamında Hizmet Tedarikçisi / yüklenici tarafından derlenen veya alınan tüm haritalar, çizimler, fotoğraflar, planlar, raporlar, tavsiyeler, tahminler, belgeler ve diğer tüm veriler GOAL'ın mülkiyetinde olacaktır, ve gizli muamele yapılacak ve bu Sözleşme kapsamındaki işin tamamlanmasının ardından yalnızca GOAL yetkili memurlarına teslim edilecektir.</p> <p>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 resmî mührünü ya da GOAL'ın herhangi bir kısaltmasını reklam amaçlı veya başka herhangi bir amaçla kullanmayacaktır.</p>
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<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>24. MÜLKİYET HAKLARI GOAL, Hizmet Tedarikçisi / yüklenicitarafındankuruluşasağlanan 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 butür mülkiyet haklarının kuruluşu devredilmesinin sağlanmasına yardımcı olacaktır.</p> <p>GOAL tarafından sağlanabilecek herhangi bir ekipman ve malzemenin mülkiyeti ve bu tür ekipman, bu Sözleşmenin sonunda veya Hizmet Tedarikçisi / yüklenicitarafından 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.</p> <p>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.</p> <p>Hizmet Tedarikçisi / yüklenici, normal aşınma ve yıpranmanın ötesinde hasarlı veya bozulmuş olduğu tespit edilen ekipman için GOAL'ü tazmin etmekle yükümlüdür.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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 yükümlülükler karşı GOAL'ü zararsız tutmayı, korumayı ve masraflarını kendisine ait olmak üzere GOAL'ü, savunmayı kabul eder.</p> <p>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.</p>
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<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>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 gereken veya vadesi dolacak herhangi bir paraya karşı veya Tedarikçiye karşı herhangi bir başka iddia veya talep nedeniyle GOAL dosyasında, kalmasına izin vermeyecektir.</p> <p>30. SÖZLEŞMENİN FESHİ Taraflardan 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.</p> <p>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.</p> <p>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.</p> <p>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 sığınağına havale edilen komisyonlar, açıkça tanımlanmamış bir alıcıya ödenen komisyonlar veya her türlü paravan şirket görünümüne sahip bir şirkete ödenen komisyonlardır.</p> <p>GOAL, şüpheli davranış veya politika ihlallerine ilişkin herhangi bir soruşturmayı 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.</p> <p>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 (AB2016/679) Veri Koruma Yasaları 1988-2018; ve 2002/58 / EC E-Gizlilik Direktifi gibi geçerli tüm gerekliliklerine uyacağını kabul eder.</p> <p>Sözleşmenin süresi boyunca Tedarikçinin Kişisel Verileri İşleyeceği düşünülmüyorsa, 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 anlama sahip olacaktır.</p> <p>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 bunun sonucunda GOAL'ın uğradığı zararlardan Tedarikçiyi sorumlu tutma hakkını verecektir.</p> <p>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 çözülmedikçe, İrlanda yasalarına uygun olarak tahkim sunulacaktır.</p>
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<p>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.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • Waste Management • Packaging and Paper • Conservation • Energy Use • Sustainability • Include something about raw materials/sourcing. <p>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: —</p> <ul style="list-style-type: none"> • Engage in severe forms of trafficking in persons during the period of performance of the contract; 	<p>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 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.</p> <p>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 butür dostane çözümlenebildikten sonra raaltmış (60) gün içinde, dostane bir şekilde çözülmeyeceği; bu tür uyuşmazlık, ihtilaf veya iddia, yürürlükteki kanun hükümleri dahil olmak üzere, yürürlükte olan UNCITRAL Tahkim kurallarına uygun olarak taraflardan bir tarafından tahkime sevk edilecektir. Tahkim yeri İrlanda olacak ve yargılamaalarda kullanılacak dil İngilizce olacaktır. Tahkim mahkemesinin cezai 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.</p> <p>35. STOPAJ VERGİSİ GOAL, kanunun gerektirmesi halinde hizmet tedarikçisi / yüklenicinin faturasından stopaj vergisini kesme hakkını saklı tutar. Bu, hizmet tedarikçisi/yüklenicinin stopaj vergisinden muafiyetini kanıtlayan gerekli belgeleri (örneğin stopaj vergisi muafiyet sertifikası) önceden sunmadıkça geçerli olacaktır.</p> <p>36. UYGULANACAK HUKUK VE KANUN YETKİSİ Bu Hüküm ve Koşullar, İrlanda yasalarıyla yönetilir ve İrlanda Mahkemelerinin münhasır yargı yetkisine tabidir.</p> <p>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 buteminatın tamamı veya daha düşük bir miktarı ile temsiledilen 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 sonuçlandırıldıktan sonra 30 günden az olmamak üzere geçerli olacaktır.</p> <p>38. ÇEVRESEL STANDARTLAR Hizmet tedarikçisi/yükleniciler, en azından, işletmelerinin çevresel etkileriyle ilgili tüm yasal ve diğer yasal gerekliliklere uymalıdır. Dikkate alınması gereken alanlar şunlardır:</p> <ul style="list-style-type: none"> • Atık Yönetimi • Ambalaj ve Kağıt • Muhafaza • Enerji kullanımı • Sürdürülebilirlik • Hammaddeler/kaynak bulma hakkında bir şeyler dahil etme. <p>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 politik benimsenmiştir. Hizmet tedarikçileri/yükleniciler ve onların çalışanları ve aracıları şunları yapmayacaktır: —</p> <ul style="list-style-type: none"> • Sözleşmenin ifasüresi boyunca ağır insan ticareti biçimlerine katılmak;
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<ul style="list-style-type: none"> • Procure commercial sex acts during the period of performance of the contract; • Use forced labor in the performance of the contract; • Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; • Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work <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"> • Sözleşmenin ifa süresi boyunca ticari cinselleştirme 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; • İşe alma veya işe alma sürecinde çalışanların işe alınması sırasında temel istihdam şartları ve koşulları ile ilgili olarak, ücretler ve yan haklar, işyeri, yaşam koşulları, barınma ve ilgililik 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. <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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