

**Request for Offer (RFO) for**

**[Security Service for GOAL Port Sudan Office & Guesthouse]**

**Ref. [****KHT-KHA-31190]**

|  |
| --- |
| **GOAL is completely against fraud, bribery and corruption.**  **GOAL does not ask for money for offers.**  **If you have any serious concern over wrong doing please report it at**[**www.safecall.co.uk/report**](http://www.safecall.co.uk/report)**or email** [**goal@safecall.co.uk**](mailto: goal@safecall.co.uk) **. All information is treated confidentially by Safe call and you may remain anonymous if you wish.** |

# About GOAL

Established in 1977, GOAL is an international humanitarian and development agency committed to working with communities to achieve sustainable and innovative early response in crises and to assist them to build lasting solutions to mitigate poverty and vulnerability. For more information on GOAL and its operations please visit <https://www.goalglobal.org/>.

GOAL has been working in Sudan since 1985. GOAL provides Health, WASH, Nutrition and REFLECT services to communities in North Darfur and South Kordofan.

# Timelines

|  |  |  |
| --- | --- | --- |
| **Line** | **Item** | **Date, year, time, and time-zone** |
| 1 | RFO published | 4thof September 2024 – Khartoum Local time (GMT+3) |
| 2 | Closing date and time for receipt of offers | 12th of September 2024 |
| 3 | Date contract is expected to be signed | 22nd of September 2024 |

# Overview of Requirements

[GOAL -Sudan HO in Port Sudan is intending to provide security service for its Office & Guesthouse located in Hay Almatar area at Port Sudan, Sudan]

GOAL invites prospective suppliers to submit offers that meet or exceed GOAL’s requirements as outlined in [reference Annex 1 with detailed technical requirements (Terms of Reference TOR).

# Conditions of Offer Submission

### 4.1 Offers must be completed in English.

### 4.2 Vendors must respond to all requirements set out in this RFO and complete their offer in the format requested in Annex 1.

### 4.3 In the event of a contract being awarded to a vendor 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.

### 4.4 Any conflicts of interest involving a vendor 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 vendor.

### 4.5 GOAL is under no obligation to accept the lowest or any other offer received in response to this RFO and reserves its right to reject any or all the offers (part/full) including incomplete offers without assigning reason whatsoever.

### 4.6 Information supplied by vendors will be treated as contractually binding.

### 4.7 GOAL’s standard payment terms are by bank transfer within 30 days after satisfactory implementation and receipt of documents in order.

### 4.8 This document is not construed in any way as an offer to a contract

### 4.9. The vendor shall seek written approval from GOAL before entering into any sub-contracts for the purpose of fulfilling this contract. Full details of the proposed subcontracting company and the nature of envisioned engagement of sub-contractor/s into this contract shall be included in vendor’s offer.

### 4.10. GOAL reserves the right to refuse any subcontractor that is proposed by the vendor.

### 4.11. 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 has zero tolerance for fraud, bribery or corruption in any form and will reject any offers if the organization determines that the vendor, any of its personnel, or its sub-contractors, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

### 4.12 **Terrorism and Sanctions:** 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 and/or sanctions against them. GOAL shall therefore not knowingly purchase supplies or services from companies that are associated in any way with terrorism and/or are the subject of any relevant international exclusion orders and/or sanctions. If you submit an offer based on this request, it shall constitute a guarantee that neither your company nor any affiliate or a subsidiary controlled by your company are associated with any known terrorist group or is/are the subject of any relevant international exclusion order and/or sanctions. A contract clause confirming this may be included in an eventual purchase order based on this request.

## Quality Control

3rd party companies may be contracted by GOAL to carry out random quality inspections of service rendered by the contracted party. The cost of the quality control inspections will be covered by GOAL.

GOAL may choose to visit vendors' premises, including sub-contractors (if any) to perform additional checks as part of the evaluation process. Vendors will be notified in advance of a visit.

# Submission of Offers

This competition is being conducted under GOAL’s Request for Offer procedure. The Contracting Authority for this procurement is GOAL. **Under this procurement process, we expect all offers received and analyzed to be the best and final offer.**

Any queries about this RFO should be addressed in writing to GOAL via email < procurement.sudan@sd.goal.ie > & please include the reference number **< KHT-KHA-31190 –** **Security Service for GOAL Office & Guesthouse in Port Sudan>** and words “clarification required” in the subject line no later than 10th of September 2024.

Offers must be delivered in the following ways:

1. Hand Submission to GOAL office at Almatar Area, house no (560) block no (1) first class – Port Sudan – Sudan. RFO to be in a sealed envelope, written outside as **‘****’RFO** # **KHT-KHA-31190 - Security Service for GOAL Office & Guesthouse in Port Sudan*’’*. Envelope must be labelled with your company name in addition to the the reference # of the RFO as indicated above.**
2. By email to < procurement.sudan@sd.goal.ie > and in the subject field state:
3. **<RFO # KHT-KHA-31190 - Security Service for GOAL Office & Guesthouse in Port Sudan>**
4. **Name of your company with the title of the attachment**
5. **Number of emails that are sent e.g. 1 of 3, 2 of 3, 3 of 3.**

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

**All documents submitted must be in scan or PDF format.** **Any excel or word documents must be accompanied by a PDF or scan version of the document.**

Links to share drives will not be accepted unless it is necessary due to file size. All documents submitted via links to shared drive must not be modified after the closing date and time for the receipt of offers (timestamp must clearly indicate that they haven't been modified). Documents submitted via links to a shared drive that have been modified after the closing date and time will not be accepted.

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

# 7 Evaluation Process

|  |  |  |
| --- | --- | --- |
| **Phase #** | **Evaluation Process Stage** | **The basic requirements with which proposals must comply with** |
| *The first phase of evaluation of the responses will determine whether the offer has been submitted in line with the administrative instructions and meets the essential criteria. Only those offers meeting the essential criteria and do not fall under any of the listed exclusion criteria will go forward to the second phase of the evaluation.* | | |
| 1 | **Administrative instructions** | 1. **Closing Date:**   Proposals must have met the deadline stated in section 2 of this RFO, or such revised deadline as may be notified to vendors by GOAL. Vendors must note that GOAL is prohibited from accepting any offers after that deadline.   1. **Submission Method:**   Proposals must be delivered in the method specified in section 6 of this document. GOAL will not accept responsibility for offers delivered by any other method. Offers delivered in any other method may be rejected.   1. **Format and Structure of the Proposals:**   Offers must conform to the Submission of Offers format laid out in section 6 of this RFO or such revised format and structure as may be notified to Vendors by GOAL. **Failure to comply with the prescribed format and structure may result in your offer being rejected at this stage.**   1. **Confirmation of validity of your proposal:**   The vendors must confirm that the period of validity of their proposal is not less than 60 (Sixty) days. |
| **2** | **Exclusion criteria** | Bidders don’t comply with requirement of RFO such as Admin Instructions & Essential Criteria & Award Criteria. |
| **3** | **Essential Criteria** | * Minimum 10-day training * 2 uniforms and raincoat * Company office. * Working hours compliance with the labour law * Management oversight of service provision * Able to service GOAL in Port Sudan with security personnel and management oversight |
| *Each proposal that conforms to the Exclusion and Essential Criteria will be evaluated according to the Award Criteria given below by GOAL.* | | |
| **4** | **Award Criteria** | Offers will be awarded marks under each of the award criteria listed in this section to determine [the best value for money (BVFM) OR the Lowest price technically acceptable (LPTA)] offer.   1. Additional training 2. English speaking personnel 3. Panic alarm system 4. Active clients in GOAL locations 5. Service costs 6. Computer essential skills |
| **5** | **Due Diligence Checks** | Successful offers will be screened in line with Anti-Terrorism and Sanction checks. GOAL will not contract with vendors who do not pass those checks as per clause 4.12 of this document. |

**Submission Checklist**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Line** | **Item** | **How to submit** | | **Tick attached** |
| **Electronic submission** | **Physical submission** |  |
| 1 | **This checklist** | Ticked, scan and save as ‘Checklist’ | Tick and submit. |  |
| 2 | **Appendix 1**: Company Details | Complete, sign & stamp, scan and save as ‘Company Details’ | Complete, sign, stamp and submit. |  |
| 3 | **Appendix 2:** Scope of Service**(TOR)** | Sign & stamp, scan and save as ‘Scope of Service’ | Complete, sign, stamp and submit. |  |
| 4 | **Appendix 3**: Technical Offer | Complete, sign & stamp, scan and save as ‘Bill of Quantity’ | Complete, sign, stamp and submit. |  |
| 5 | **Appendix 4**: Financial Offer | Complete, sign, scan and save as ‘Supplier questionnaire’ | Complete, sign, stamp and submit. |  |
| 6 | **Appendix 5**: GOAL Terms and Conditions | Sign, scan and save as ‘GOAL Terms and Conditions’ | Sign, stamp and submit. |  |
| 7 | **References** | Scan and save as ‘References’ | Submit a copy |  |
| 8 | **Company Registration** | Scan and save as ‘Company Registration’ | Submit a copy |  |
| 9 | **License to Operate** | Scan and save as ‘License to Operate’ | Submit a copy |  |
| 10 | **VAT or Tax registration certificate** | Scan and save as ‘Tax certificate’ | Submit a copy |  |

# Appendix 1- Company Information

|  |  |  |
| --- | --- | --- |
| Company Name |  | |
| Registered address of the vendor |  | |
| Year Established |  | |
| Please state the name of any other persons/organisations (except your company) who will benefit from this contract (GOAL compliance matter) |  | |
| Parent company |  | |
| Ownership |  | |
| Do you have associated companies? Tick relevant box. If YES – provide details for each company in the line below. | Yes/No | |
|  | |
| Associated company details (if applicable) |  | |
| If successful, do you agree to work under GOAL’s Terms and Conditions of contract (attached as Appendix 4). | Yes/No | Comments/Attachments |
|  |  |
| If successful, do you agree to sign the contract as per GOAL’s contract template (attached as Appendix 5) | Yes/No | Comments/Attachments |
|  |  |
| If successful, do you agree to abide by GOAL’s Supplier code of conduct for the delivery of goods/services/works?  (attached as Appendix 6) | Yes/No | Comments/Attachments |
|  |  |

Note that wining vendor/s will be required to submit further information as part of supplier registration process before the finalisation of contract award.

|  |
| --- |
| By submitting an offer under this Request for Offer (RFO) < ***KHT-KHA-31190*** >, the vendor 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 vendor is not bankrupt or is being wound up, neither are its affairs are being administered by the court nor has entered into an arrangement with creditors or has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulation.  The vendor 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 vendor, 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 vendor 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 vendor is located or doing business.  Neither the vendor, 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 vendor 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 RFO; 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 offer has a validity of < 60 > of days. *If your offer does not have this validity, please state what the validity of your offer will be.*

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 offer; 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 submitting this offer.

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

**APPENDIX 2 SCOPE OF SERVICE (TOR)**

The security service provider will be responsible to undertake all security requirements for GOAL premise and will work closely with the GOAL Sudan Port Sudan Team and GOAL’s Global Security Advisor.

The Security Service Provider will be required to enter in one -year agreement subject to annual review and extension based on the performance assessment. Within the agreement there will be options for GOAL to remove/add locations based on activities and funding.

**1. Premise and minimum resource requirements**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Location** | **Port Sudan Office and Guest house** | | | |
| **Port Sudan** | **Single office and Quest house it has one people entrance and one vehicle entrance** | **Morning**  **6am – 2pm** | **Afternoon/Evening**  **2PM-10PM** | **Night Shift**  **10pm – 6am** |
| **2** | **2** | **2** |
| **Guards required** | **Six (6)** |  | **To work in three shifts modality** | |

**Schedule – Six Guards.**

The company should nominate six guards as basic and must be able to provide back-up/alternate personnel to always ensure full numbers of security personnel and this to be highlighted on term of contract.

|  |  |  |  |
| --- | --- | --- | --- |
| # | **Morning shift/from 6 am to 2 pm** | **Afternoon/Evening 2 pm-10 pm** | **Night shift from 08 pm to 8 am** |
| 1 | (**Guard A - B**) | (**Guard C - D**) | (**Guard E - F**) |

**2. General duties**

Security personnel perform access control at building entrances and vehicle gates; they ensure that visitors display/submit proper passes /IDs before entering the compound. Adherence to standardized practices and organization safety policies is critical to successful performance. Guards also patrol and inspect property to protect in compound against fire, theft, vandalism, and illegal activity. The guards will provide round the clock security to the various premises ensuring.

* Safety of the property & assets within the premises.
* Checking that all items coming out of the premises have been authorized.
* Verify that visitors or guests have been cleared to access the premises. (Control of access & egress to sites)
* Operating the power Generator, recording and reporting to logistic unit.
* Report all incidents or equipment failure.
* Monitor the equipment that you are issued with on a regular basis: At least once a week you should:
* Other duties required assigned by security focal person.

**3. Unarmed Security Personnel**. TheSecurity Personnel deployed to GOAL premises should:

1. Have a high school certificate
2. Familiar with computer and technical developments
3. Be free from a criminal record, aged between 18-50 years & physically fit.
4. Work as per Labour Law.
5. Have received a minimum of 10 days training from the company including fire safety and first aid, Humanitarian principles.

* Actions that they should take in case of the most serious security incidents such as armed robbery/Intrusions etc.
* How to complete and to sign in, different types of visitors (officials, job applicants, beneficiaries, and other agency staff).
* Engagement. provide clear instructions on how the guards should engage if the compound is attacked, or if they find an intruder.
* Make use of ongoing briefings and training for guards – make use of available local training, e.g., guard training specific for NGOs, use of radios,
* How to react in a fire
* Complete basic 1st aid.

GOAL will need to see training facility and proof of completion.

* Be provided by the company with a minimum of two uniforms (2 shirts 2 pairs of trousers), boots, and raincoat.
* Be provided by the company with a means of communication to contact their supervisors.
* Be able to take accurate notes and write detailed incident reports.
* Be able to operate Firefighting Equipment.
* Be able to follow instructions and perform tasks as required by GOAL.
* Provide Patrol recording equipment, reports to be forwarded to GOAL in a monthly basis.
* Operate a 24/7 control room

Preferable for all personnel to have basic levels of English.

**4. Security services**

A security risk assessment for each contracted site should be completed by the contractor, this document will be presented to GOAL and any remedial actions agreed.

**5. Service Management.** The company must:

* Have a clear supervisor structure and conduct routine and ad-hoc supervisory visits with a minimum of two visit a week.
* Provide set of personnel for GOAL premises who will be on-boarded by GOAL. Liaise with GOAL for any changes.
* Have an office or similar presence in Port Sudan.
* Participate in monthly meetings with GOAL management in Port Sudan.
* Agree to service management in accordance with GOAL service KPIs
  + Punctuality (are staff on site in a timely manner)
  + Uniform (are staff clean and tidy, also do they have all correct uniform boots etc)
  + Is there an up-to-date copy of Guard orders in Gatehouse.
  + Are supervisory visits being performed.
  + Is there evidence of refresher training.
  + Incident reporting. Are incident reports delivered in a timely manner.
  + Is Patrol system working.
  + Are Panic alarms serviceable
  + Does the supplier turn up for scheduled monthly meetings.

Does the supplier react to requests in a timely manner.

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

# Appendix 3- TECHNICAL OFFER

**All bidders must complete this technical offer format in full and provide requested supporting documents.  Bidders may submit additional supporting information, but GOAL is not obligated to consider any additional information in the analysis of the bids.**

**1. Service Requirements:**

Provide a short summary (maximum 1 page) detailing if you can meet all the service requirements stated in Appendix 2. Document any services that you cannot provide or cannot provide in all locations. Please state the focus of your services; quality and standards assurance; how you achieve these; in order to achieve this, state the number of personnel and shifts per schedule / number of replacement staff available, emergency response plans and any other relevant information.

*Insert summary here or attached clearly labelled.*

Complete the following questionnaire:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | YES | NO |
| 1 | Do all your guards have a minimum of 10 days training to complete their work? |  |  |
| 2 | Do you provide 2 uniforms and a raincoat for all personnel? |  |  |
| 3 | Are your employee working hours in accordance with the Labour Law? |  |  |
| 4 | Do you comply with the minimum wage act and other relevant legislative requirements? |  |  |
| 5 | Do all staff employed by you have police clearance? |  |  |
| 6 | Are you able to provide services and supervision to all GOAL sites listed in Appendix 2 |  |  |

If you answered NO to any of the above questions, please provide a short explanation of current practices and any future measures.

*\* Note – all of the above points will be verified by GOAL during supplier visits which will be conducted as part of the bid evaluation. Failure to evidence fulfilment of these criteria will result in the bidder being disqualified.*

**2. Company Offices:**

Provide the details of your company offices in these three locations.  Where you have multiple offices provide the details of those most relevant to the implementation of the requested services.

|  |  |  |
| --- | --- | --- |
| Locations | Office Address and Contact Number | Number of Staff based in the office |
| Port Sudan |  |  |
|  |  |  |
|  |  |  |

**3. Staff Training:**

Provide a summary of the training provided for employees deployed as site security personnel or service supervisors including initial training, refresher trainings and any advanced training. Provide the summary below and attach any relevant information.

Complete this questionnaire:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | YES | NO | Comment |
| 1 | Do you provide at least annual refresher training for your staff? |  |  |  |
| 2 | Do you provide training on operation of fire-fighting equipment for deployed personnel? |  |  |  |
| 3 | Do you provide basic first aid training for deployed security personnel? |  |  |  |

**4. Existing Service Delivery:**

Complete this questionnaire based on current active service provision:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Location | Do you currently provide services is this location? | | **If YES** | |
| NO | YES | Total number of sites | Client(s) |
| Port Sudan, Red Sea State |  |  |  |  |

If you answered NO to any of the above provide a short summary of how you will start up services in that location and the timeline to be able to provide GOAL requested services:

**5. Site Supervision Staffing and Modality**

Provide a short summary on how you ensure supervision and monitoring of quality of service including covering the following specific points:

* Number of sites per supervisor
* Roles and responsibilities of supervisors
* Frequency of supervisory site visits
* Training of supervisors
* Checks conducted by supervisors
* Service performance indicators

Attach and clearly label any relevant supporting documents.

**6. Communications Equipment and Reporting Lines**

Provide details of:

* communications equipment provided to security personnel and supervisors
* communication/reporting requirements including any routine check-ins
* incident reporting procedures

Complete this questionnaire:

|  |  |  |
| --- | --- | --- |
|  | YES | NO |
| Do all security personnel have basic English language skills? |  |  |
| Do all security personnel have Arabic literacy skills – able to speak, read and write? |  |  |
| Are all supervisors able to write basic reports in English? |  |  |

Provide any additional comments as relevant:

**7. Panic Alarm and Incident Response Measures**

Provide details of any panic alarm options and incident response services that you provide and if applicable at which of the locations detailed in appendix 2.  If you offer different options, then please describe each option. Make clear what is included in standard services and what may be available as additional services. Where there are differences in costs ensure that the financial offer matches with the different options described here.

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

**Appendix 4- Financial offer**

**Quote in USD. Provide your best and final offer.**

**1. Security Guard Services**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Location** | **Number 24hr guards** | **Year 1 - costs** | | **Year 2 – costs** | | **Year 3 - costs** | |
| **Month**  **$** | **Total**  **$** | **Month**  **$** | **Total**  **$** | **Month**  **$** | **Total**  **$** |
| Port Sudan |  |  |  |  |  |  |  |
| GOAL Port Sudan office and Guesthouse | **6** |  |  |  |  |  |  |
| Sub-total: | |  | |  | |  | |
| VAT or other tax: | |  | |  | |  | |
| Additional Costs | |  | |  | |  | |
| Discount: | |  | |  | |  | |
| Grand Total: | |  | |  | |  | |

**Appendix 5 - GOAL Terms and Conditions for contracts for procurement of services and works**

July 2018 ver4.

1. SCOPE AND APPLICABILITY

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

2. LEGAL STATUS

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

3. SUB-CONTRACTING

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

4. ASSIGNMENT OF PERSONNEL

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

5. OBLIGATIONS

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

6. SERVICE PROVIDER/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

7. ACCEPTANCE AND ACKNOWLEDGEMENT

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

8. WARRANTY

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

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

9. CHECKS AND AUDIT

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

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

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

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

GOAL, its donors or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the service provider/contractor which are directly pertinent

to the specific program for the purpose of making audits, examinations, excerpts and transcriptions

10. RULE OF ORIGIN AND NATIONALITY

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

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

11. INSPECTION

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

12. FORCE MAJEURE

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

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

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

13. DEFAULT

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

14. REJECTION

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

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

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

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

15. AMENDMENTS

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

16. ASSIGNMENTS & INSOLVENCY

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

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

17. PAYMENT

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

18. ANTI-BRIBERY/CORRUPTION

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

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

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

19. ANTI-PERSONNEL MINES

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

20. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Service provider/contractor represents and warrants that neither it, nor any of its service provider/contractors is engaged in any practice inconsistent with the following code of conduct for service provider/contractors:

Employment is freely chosen, freedom of association and the right to collective bargaining are respected, working conditions are safe and hygienic, no child labour/protection of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed, any harm to the environment shall be avoided or limited. Any breach of this representation and warranty shall entitle GOAL to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to GOAL. The service provider/contractor must adhere to the principles of humanitarian aid.

21. OFFICIALS NOT TO BENEFIT

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

22. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

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

23. INTELLECTUAL PROPERTY INFRINGEMENT

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

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

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

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

24. TITLE RIGHTS

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

25. TITLE TO EQUIPMENT

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

26. PACKING

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

27. SHIPMENT AND DELIVERY

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

28. INSURANCE

The service provider/contractor shall provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen’s compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this contract. The

service provider/contractor shall, upon request, furnish proof to the satisfaction of the GOAL, of such liability insurance. The service provider/contractor shall further provide such health and medical insurance for its agents and employees, as the service provider/contractor may consider advisable. The service provider will in all cases ensure they have third party liability cover for the duration of the contract.

29. INDEMNIFICATION

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

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

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

30. TERMINATION OF CONTRACT

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

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

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

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

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

31. DATA PROTECTION

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

32. CONFIDENTIALITY

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

33. DISPUTES - ARBITRATION

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

34. SETTLEMENT OF DISPUTES

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

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

35. WITHHOLDING TAX

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

36. GOVERNING LAW AND JURISDICTION

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

37. BANK GUARANTEE

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

38. ENVIRONMENTAL STANDARDS

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

· Waste Management

· Packaging and Paper

· Conservation

· Energy Use

· Sustainability

· Include something about raw materials/sourcing.

39. HUMAN TRAFFICKING

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

* Engage in severe forms of trafficking in persons during the period of performance of the contract;
* Procure commercial sex acts during the period of performance of the contract;
* Use forced labor in the performance of the contract;
* Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
* Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work

Should the Service provider/contractor become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform GOAL to enable appropriate action to be taken.

In respect to any contract funded by the UK Government the Service provider/contractor is expected to be familiar with the terms of the UK Modern-Slavery Act 2015, and to abide by the conditions of the Act.

|  |  |  |  |
| --- | --- | --- | --- |
| Signed: |  | | |
| Print name: |  | Position: |  |
| Date: |  | Stamp: |  |

# Appendix 6- GOAL SUPPLIER CODE OF CONDUCT:

Supplier Code of Conduct

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

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

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

**1. Respect for Human Rights**

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

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

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

**2. ILLEGAL ACTIVITY**

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

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

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

1. **ANTI-CORRUPTION, ANTI-BRIBERY, ANTI-FRAUD, ANTI-MONEY LAUNDERING & CONFLICT OF INTEREST**

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

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

Corruption includes benefiting from gifts, advantages, and sexual favours. Therefore, the Supplier and all its Third Parties shall not:

* Exchange money, employment, goods, or services for sexual activity. This includes any exchange of assistance that is due to beneficiaries of assistance.
* Engage in any sexual relationships with beneficiaries of assistance since they are based on inherently unequal power dynamics.
* Any conflict of interest on the part of the Supplier or Third Party shall be immediately disclosed to GOAL. The Supplier affirms that it or any Third Party has no current or prior business, professional, personal, financial, political, family, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its responsibilities and obligations under any Contract. If any such actual or potential conflict of interest arises under any Contract, the Supplier shall immediately inform GOAL in writing of such conflict.

1. **TERRORISM**

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

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

1. **ENVIRONMENT**

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

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

1. **MINES AND WEAPONS**

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

The Supplier represents and warrants that neither it nor any Third Party are actively and directly or indirectly engaged in patent activities, development, assembly, production, stockpiling, trade, or manufacture of weapons including but not limited to firearms, chemical weapons, biological weapons, and nuclear weapons.

1. **CHILD AND ADULT SAFEGUARDING**

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

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

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

1. **CHILD PROTECTION**

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

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

1. **FORCED LABOUR**

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

1. **WORKING CONDITIONS**

The Supplier represents and warrants that neither it nor any Third Parties are allowing working conditions that violate the Convention on Occupational Safety and Health from 1981 including the Protocol from 2002, the Convention on Minimum Wage Fixing from 1970 and the Conventions on Hours of Work of the International Labour Organization (ILO) (as may be amended from time to time). The Supplier represents and warrants that it and all its Third Parties are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace by either their fellow workers or their managers, and that the rights of staff to freedom of association and collective bargaining are respected.

1. **DISCRIMINATION IN WORKING CONDITIONS**

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

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

1. **TRANSPARENCY, HONESTY, INTEGRITY AND ACCOUNTABILITY**

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

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

1. **HUMAN TRAFFICKING & MODERN SLAVERY**

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

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

* Engage in trafficking in persons during the period of performance of the contract.
* Procure commercial sex acts during the period of performance of the contract.
* Use forced labour in the performance of the Contract.
* Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, regardless of issuing authority.
* Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information; or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment; or use recruiters who do not comply with local labour law
* Charge recruitment fees to employees or potential employees
* Fail to provide or pay for return transportation at the end of employment for employees who are not nationals of the country and were brought into the country for the express purpose of working on a GOAL contract or subcontract, unless that individual is legally permitted to and chooses to remain, or the employer is exempted from this requirement in writing by GOAL
* Where applicable, fail to provide or arrange housing that fails to meet national standards for housing and safety
* Fail to provide an employment contract, recruitment agreement or other required work document in writing, in a language the employee understands, as required by law.

Should the Supplier become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform GOAL to enable appropriate action to be taken.

1. **WHISTLEBLOWING AND REPORTING**

The Supplier represents and warrants that it and any Third Party shall raise any genuine concerns about actual or perceived wrongdoing by GOAL staff members, board members, partners of GOAL, other suppliers, contractors, volunteers, and communities.

GOAL also expects each Supplier to provide their own employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. We expect each supplier to take action to prevent, detect, and correct any retaliatory actions. If the Supplier does not have its own reporting mechanism then it should provide their employees with GOAL’s email address: [speakup@goal.ie](mailto:speakup@goal.ie) to raise any legal or ethical issues or concerns; or through the externally managed hotline, **Safe call:** [www.safecall.co.uk/report](http://www.safecall.co.uk/report)**,** [goal@safecall.co.uk](mailto:goal@safecall.co.uk).,

1. **BREACH**

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

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

|  |  |
| --- | --- |
| On behalf of |  |
| Name |  |
| Signature |  |
| Date |  |
| Place |  |

Annex 1: Key Performance Indicator (**Sample will be used by GOAL to evaluate service provided by winning company in terms of quality**).

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **GOAL KPI's** | |  |  |  |  |  |  |  |  |  |
|  |  | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 | 2024 |
|  | **Month** | ***Sept*** | ***Oct*** | ***Nov*** | ***Dec*** | ***Jan*** | ***Feb*** | ***Mar*** | ***Apr*** | ***May*** |
| **Item** |  |  |  |  |  |  |  |  |  |  |
| Punctuality (are staff on site in a timely manner) | |  |  |  |  |  |  |  |  |  |
| Uniform (are staff clean and tidy,) | |  |  |  |  |  |  |  |  |  |
| Is there an up-to-date copy of Driver orders in Gatehouse (These are the suppliers orders not GOAL) | |  |  |  |  |  |  |  |  |  |
| Are supervisory visits being performed | |  |  |  |  |  |  |  |  |  |
| Is there evidence of refresher training | |  |  |  |  |  |  |  |  |  |
| Incident reporting. Are incident reports delivered in a timely manner | |  |  |  |  |  |  |  |  |  |
| Does the supplier turn up for scheduled monthly meetings | |  |  |  |  |  |  |  |  |  |
| Does the supplier react to requests in a timely manner | |  |  |  |  |  |  |  |  |  |
| Total | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
|  | |  |  |  |  |  |  |  |  |  |
| **Score** | |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| Less than 20 | Supplier to provide remedial action plan (failure to reach objectives by next performance period may result in contract termination) | | | | |  |  |  |  |  |
| 20 to 30 | Satisfactory performance but requires improvement | | | | |  |  |  |  |  |
| 31 above | Supplier operating to or beyond GOAL requirements | | | | |  |  |  |  |  |