



SOUTH SUDAN
REQUEST FOR OFFER (RFO)
For the Provision of Money Insurance Services to GOAL South Sudan

Starting November 2024 to October 2027 under three (03) Years FWA REF: JUB-ZZ8-31381

September 2024

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 or email goal@safecall.co.uk . All information is treated confidentially by Safecall and you may remain anonymous if you wish.

1 ABOUT GOAL

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

GOAL has been working in South Sudan since 1985 with a focus on health, nutrition, WASH, food security and livelihoods and registered with Relief & Rehabilitation Commission (Registration #67). GOAL South Sudan is implementing programmes in Ulang and Renk in Upper Nile State, Twic, in Warrap State, Abyei Special Administrative Area and Kajo Keji in Central Equatorial State. GOAL South Sudan is funded by a number of donors, including Irish Aid, ECHO, WFP, UNICEF, WHO, Bank of Ireland, and South Sudan Humanitarian Fund (SSHF).

2 TIMELINES

Line	Item	Date, year, time, and time-zone
1	RFO published	06 September, 2024
2	Closing date for clarifications	16 September 2024 at 17:00 hrs Khartoum Time
3	Closing date and time for receipt of offers	23 September 2024 at 17:00 hrs Khartoum Time
4	Date contract is expected to be signed	October 2024

3 OVERVIEW OF REQUIREMENTS

GOAL is looking to procure Money Insurance Services for the GOAL South Sudan Programme.

GOAL acting in its capacity as Contracting Authority, invites prospective Money Insurance Service providers to submit offers that meet or exceed GOAL's requirements for the provision of money insurance services under framework agreement for a period of 3 (three) years subject to annual performance reviews beginning November 2024 and potentially running to October 2027. Depending on a satisfactory performance review for the first year (2024/25) GOAL may extend the service provision for a second and third year. The service requirement envisaged is outlined in the attached **Terms of Reference, Appendix 2**. GOAL would like to see all aspects of the Requirement covered in the technical proposal provided by the prospective Money Insurance Service provider.

4 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 **Appendix 3**.
- 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.

5 QUALITY CONTROL

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

Bidders will be required to provide the vehicles that will be used for the assignment for inspection by the Procurement Committee as part of the evaluation process.

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.

6 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 analysed to be the best and final offer.**

Any queries about this RFO or request for additional information should be addressed in writing to GOAL via email on tender@ss.goal.ie. Please include the reference number **JUB-ZZ8-31381** and words "clarification required" in the subject line. Requests for additional information or clarifications can be made up to the deadline noted in section 2 above, and no later.

Offers must be delivered in the following way:

1. By email to tender@ss.goal.ie and in the subject field state:
 - a) **JUB-ZZ8-31381_Provision of Money Insurance Services for GOAL South Sudan Programme.**
 - b) **Name of your company with the title of the attachment**
 - c) **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.

2. Physical submissions delivered to:

Procurement team

Plot 384, Block 3-K South, Thong Ping, Juba, South Sudan, from 8.00 to 17.00 hours Monday to Friday.

The offer envelope must be labelled with your company name and the reference “**Request for Offer ref. JUB-ZZ8-31381**”

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

SUBMISSION CHECKLIST

Documents required to be submitted as response to this RFO are:

Line	Item	How to submit	Tick attached
1	Appendix 1- Company Information	Complete, sign, stamp and submit titled 'Company Information'.	
2	Copy of this RFO document	Complete, sign, stamp and submit titled 'RFO Document'.	
3	Copy of Valid Certificate of Membership to the insurance regulatory body/board in the Republic of South Sudan	Complete, sign, stamp and submit titled 'Valid Certificate of Membership to the insurance regulatory body/ authority of South Sudan'.	
4	Copy of Valid Tax Registration certificate	Complete, sign, stamp and submit titled 'Valid Tax Registration certificate'	
5	Copy of Valid Tax clearance certificate	Complete, sign, stamp and submit titled 'Tax Clearance Certificate'.	
6	Copy of certificate of incorporation (Company registration to operate in the Republic of South Sudan (RSS).	Complete, sign, stamp and submit titled 'Certificate of incorporation'.	
7	Copy of reference letters and contracts to depict experience in providing similar service to INGOs, UN and similar organisations	Complete, sign, stamp and submit titled ' contracts /recommendation letters'.	
9	Company audited books of account for the last 3 years (2020-2021, 2021-2022 and 2022-2023)	Complete, sign, stamp and submit titled 'Company audited books of accounts'	
10	Company bank statement for the last 6 months (March 2024 to August 2024).	Complete, sign, stamp and submit titled 'Company Bank Statement'.	
12	Appendix 2 – Terms of Reference	Complete, sign, stamp and submit titled 'Technical offer'.	
13	Appendix 3 -Financial Offer	Complete, sign, stamp and submit titled 'Financial offer'.	
14	Appendix 4 -GOAL Terms and Conditions	Complete, sign, stamp and submit titled 'GOAL Terms and Conditions'.	
15	Appendix 5 – GOAL Contract template	Complete, sign, stamp and submit titled 'GOAL Contract Template'.	

15	Appendix 6 -GOAL Supplier Code of Conduct	Complete, sign, stamp and submit titled 'GOAL Supplier Code of Conduct'.	
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7 EVALUATION PROCESS

Phase #	Evaluation Process Stage	The basic requirements with which proposals must comply with
<i>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.</i>		
1	Administrative instructions	<p>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.</p> <p>2. 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.</p> <p>3. 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. <u>Failure to comply with the prescribed format and structure may result in your offer being rejected at this stage.</u></p> <p>4. Confirmation of validity of your proposal: The vendors must confirm that the period of validity of their proposal is not less than 90 (ninety) days.</p>
2	Exclusion criteria	NA
3	Essential Criteria	<ul style="list-style-type: none"> • Company registration to operate in the Republic of South Sudan (RSS) • Certificate of Membership to the insurance regulatory body/board in the Republic of South Sudan • Valid Tax Registration Certificate • Tax Clearance Certificate • Have established operational office(s) in South Sudan • Company audited books of account for the last 3 years (2020-2021, 2021-2022 and 2022-2023) • Company bank statement for the last 6 months March 2024 to August 2024).
<i>Each proposal that conforms to the Exclusion and Essential Criteria will be evaluated according to the Award Criteria given below by GOAL.</i>		
4	Award Criteria	<p>Offers will be awarded marks under each of the award criteria listed in this section to determine the best value for money (BVMF)</p> <ol style="list-style-type: none"> 1. Quality – 55% 2. Delivery time – 10% 3. Price – 35%
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.

		GOAL will also conduct due diligence checks to the bidder’s premises and references.
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AWARD CRITERIA BREAK DOWN

1.0 Quality (55%)	Score
1.1 Three to five years' experience in providing similar service to INGOs, UN and similar organisations with copies of contracts and reference letters.	10
1.2 Money Insurance Cover Policy Packages details	45
1.3 Insurance coverage, exclusions & extensions	
2.0 Delivery (10%)	
2.1 Period it will take to settle a claim.	10
3.0 Price (35%)	
3.1. Price	35
Total	100

For Financial evaluation, the inverse proportion formula shall be used:

$$\text{Score}^{\text{Bidder}} = 35 \times \frac{\text{Cost}^{\text{Lowest Offer}}}{\text{Cost}^{\text{Bidder}}}$$

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
	Yes/No	Comments/Attachments

If successful, do you agree to sign the contract as per GOAL’s contract template (attached as Appendix 5)		
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 winning 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) **JUB-ZZ8-31381**, 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 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 **90 days**. *If your offer does not have this validity, please state what the validity of your offer will be.*

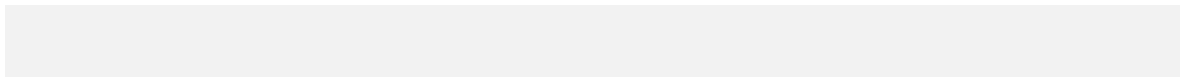
I confirm that the proposal and the costs provided to accompany it are an accurate reflection of the costs that will be charged to GOAL according to the information provided in this request for offer; and that there are no other costs associated with using the service that my company offers. I also confirm 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- TERMS OF REFERENCE

PR Number	JUB-ZZ8-31381
Services	For the Provision of Money Insurance Services to GOAL South Sudan Programme

1. BACKGROUND

GOAL is an international humanitarian organization working with the most vulnerable communities to help them respond to, and recover from, humanitarian crisis and to assist them to build long term solutions to mitigate poverty and vulnerability. GOAL has been working in South Sudan since 1985 with a focus on health, nutrition, WASH, food security and livelihoods and is registered with Relief & Rehabilitation Commission (Registration #67). GOAL is implementing programs in Ulang and Renk in Upper Nile State, Twic, in Warrap State, Abyei Special Administrative Area and Kajo Keji in Central Equatoria State.

2. OBJECTIVE

GOAL would like to have a framework agreement with Money Insurance firm to provide insurance cover for the finances used in its countrywide operations. The cover includes cash, cheques, etc as shall be detailed hereafter. It will include providing cover for loss or damage to money whilst on premises or in transit. The service will be provided for the period starting 01 November 2024 to 30 October 2027.

The money insurance policy provides cover for loss of money in transit between the insured's premises, bank and other specified places occasioned by robbery, theft or any other fortuitous cause. It also provides cover for loss of money in the business premises, safe or vault, etc.

OBLIGATION OF THE SERVICE PROVIDER

- Provide insurance cover for GOAL finances used in country wide operations as per the scope of cover.
- To reimburse GOAL for any money losses in accordance with the scope of money insurance.
- To conduct awareness of GOAL staff on money insurance.
- To give advice to GOAL on money insurance related matters.
- To attend contract performance meeting as organised by GOAL.

3. SCOPE OF COVER

The money insurance scope of cover shall include the following:

S/N0	Type of coverage	Specification and Limits
1	Cover is available for money drawn for the payment of wages, salaries etc. or for petty cash in direct transit from the bank/GOAL office to the field location stated in <i>table 04</i> .	Cash in transit for a field payment up to \$10,000 in any single instance - payment for training events, salaries etc. made outside the GOAL office typically with 2 GOAL staff members present/travelling with the money.

2	Money other than described in item (1) in the personal custody of the insured or the authorised employees of the insured whilst in direct transit between the premises and the bank or Post Office.	Cash in transit up to \$70,000 in any single instance at any given time to an office premises or field location stated in <i>table 03</i> .
3	Money other than described in item (1) and (2) collected by and in the personal custody of the insured or the authorised employees of the insured whilst in transit to the premises or bank within a period not exceeding 48 hours from the time of collection.	Cash on premises up to \$70,000 in any single instance at any given time,
4	Money other than described in item (1) (2) and (3) collected by and in the personal custody of the Insured or the authorised employees of the insured whilst in safes across all GOAL field location.	Cash in safes at GOAL premises up to \$420,000 cumulatively across all locations,

Table 1: Scope cover and amount insured thresholds

S/N	Description	Period of Cover (Month)
1	Cash in transit up to \$70,000 in any single instance at any given time to an office.	36
2	Cash on premises up to \$70,000 in any single instance at any given time,	36
3	Cash in safes at GOAL premises up to \$420,000 cumulative across all locations at any given time.	36
4	Cash in transit for a field payment up to \$10,000 in any single instance - payment for training events, salary payments, etc. made outside the GOAL office typically with 2 GOAL staff members present / travelling with the money	36

Table 2: Insurance thresholds and period of cover

4. ADMINISTRATION CRITERIA

Insurance companies intending to submit a proposal should have the organizational and technical capacity, experience, and professionalism to provide the required services outlined in this Terms of Reference. Insurance companies should be able to demonstrate proof of past and/or present experience and resources available to carry out the service requirements and have the integrity and proven reliability to ensure good performance.

5. ESSENTIAL CRITERIA

- a. Company registration to operate in the Republic of South Sudan (RSS)
- b. Certificate of Membership to the insurance regulatory body/board in the Republic of South Sudan
- c. Valid Tax Registration Certificate
- d. Tax Clearance Certificate
- e. Have established operational office(s) in South Sudan
- f. Company audited books of account for the last 3 years (2020-2021, 2021-2022 and 2022-2023)
- g. Company bank statement for the last 6 months March 2024 to August 2024).

6. AWARD CRITERIA

1. Bidders will be awarded marks under each of the award criteria listed in this section to determine the most economically advantageous tender.
(Quality - 55%, Delivery - 10% and Price - 35%)

Quality - 55%

- Experience in providing similar service (Minimum 5 reference letters with respective 5 service contracts) for the last 5 years.
- Cover details (Policy packages) as follows:
 - Excess percentage coverage.
 - Warranty - Transit/Escort
 - Warranty - Watchman Warranty
 - Burglary
- Coverage, Exclusions & Extensions
 - Theft by employees and clerical errors
 - Nuclear
 - Terrorism, War, Invasion, Civil rebellion, confiscation by authorities.
 - Labour disputes
 - Inclusion of Riot, Strike, Civil Commotion, Storm and Flood, Earthquake and Malicious damage

Delivery - 10%

- Period it will take to settle a claim

Price - 35%

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

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

Technical and Financial weighting allocation

1.0 Quality (55%)	Score
1.1. Experience in providing similar service (Minimum 5 reference letters with respective 5 service contracts) for the last 5 years.	10
1.12. Money Insurance Cover Policy Packages details	45
2.0 Delivery (10%)	
2.1 Period it will take to settle a claim	10
3.0 Price (35%)	
3.1. Price	35
Total	100

Table 3: Award criteria

2. **Due diligence:** As part of bid evaluation process, GOAL will conduct due diligence to check the bidders' premises to ascertain office presence in South Sudan and the reference checks.

7. PERSON TO CLOSELY WORK WITH

The Insurance Company will work closely with the GOAL South Sudan Logistics Officer and Logistics Manager.

8. GEOGRAPHICAL LOCATION

The money insurance will cover GOAL country programme operations areas as demonstrated below,

State	County	Payam	State	County	Payam
1.Abyei	Abyei	Alal	5. Upper Nile	Renk	North Renk
		Mijak			South Renk
		Rumamer			Geiger
		Ameth Aguok			Chemmedi
		Abyei			Jelhak
2.Central Equatoria	Kajo Keji	Kangapo 1	6.Warrap	Twic	Ajak Kauc
		Kangapo 2			Akoc
		Lire			Aweng
		Liwolo			Pannyok
		Nyepo			Turalei
3.Upper Nile	Ulang	Doma			Wunrok
		Kurmuot (Kewer)	7.Warrap	Gogrial East	
		Ulang	8.Warrap	Gogrial West	
		Yomding	9.Central Equatoria	Juba	Juba
4. Upper Nile	Nasir				

Table 4: Money Insurance Coverage Geographical Locations

9. TIME OF AVAILABLE FOR SERVICE

The service shall be available 24/7 for 365days per year for the period 01 November 2024 to 30 October 2027.

10. PAYMENT TERMS

Payment shall be within thirty days after the invoice, given that all requisite support documents are presented to GOAL.

Signed:

Print
name:

Position:

Company
Name:

Date:

Address:

APPENDIX 3- FINANCIAL OFFER

MONEY INSURANCE PREMIUM OFFER FOR THREE YEARS (01 NOVEMBER 2024 - 30 OCTOBER 2027)

No .	Description of money insurance cover scope	Amount Insured Per Year (USD)	Premium Rates (%)	Basic Premium per year (USD)
	Cash Insurance Service Premium for all GOAL operational areas and premises within South Sudan			
1	Cash in transit up to \$70,000 in any single instance at any given time to an office,	70,000		
2	Cash on premises up to \$70,000 in any single instance at any given time.	70,000		
3	Cash in safes at GOAL premises up to \$420,000 cumulatively across all locations	420,000		
4	Cash in transit for a field payment up to \$10,000 in any single instance - payment for training events, salary payments etc. made outside the GOAL office typically with 2 GOAL staff members present/travelling with the money.	10,000		
	Total Basic Premium Per Year			
	Add Tax - 21.5%			
	Total Annual Premium (USD)			
	Grand Premium for 3 years (USD)			

Signed:

Print name:

Position:

Company Name:

Date:

Address:

APPENDIX 4- GOAL TERMS & CONDITIONS

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/service provider. 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/service provider shall be considered as having the legal status of an independent service provider vis-à-vis GOAL. The service provider/service provider, its personnel and sub-service providers shall not be considered in any respect as being the employees of GOAL. The service provider/service provider 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/service provider requires the services of a sub-service provider, the Service provider/service provider shall obtain the prior written approval of GOAL for all sub-service providers. The Service provider/service provider shall be fully responsible for all work and services performed by its sub-service providers and service provider/service providers, and for all acts and omissions of such sub-service providers and service provider/service providers. The approval of GOAL of a sub-service provider shall not relieve the Service provider/service provider 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/service provider shall not assign any persons other than those accepted by GOAL for work performed under this Contract.

5. OBLIGATIONS

The service provider/service provider shall neither seek nor accept instructions relating to this contract from any authority external to GOAL. Service providers/service providers 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/service provider at any time use such information to private advantage. The Service provider/service provider 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/SERVICE PROVIDER'S RESPONSIBILITY FOR EMPLOYEES

The Service provider/service provider 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/service provider.

7. ACCEPTANCE AND ACKNOWLEDGEMENT

Initiation of service or works under this contract by the service provider/service provider 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/service provider.

The Service provider/service provider 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/service provider provides to purchasers. Such guarantees shall apply to the services and works subject to this Contract.

9. CHECKS AND AUDIT

The Service provider/service provider shall allow any external auditor authorized 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/service provider shall ensure that on-the-spot access is available at all reasonable times. The Service provider/service provider 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/service provider shall allow any external auditor authorized 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/service provider undertakes to give appropriate access to any external auditor authorized 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 authorized 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/service provider must inform GOAL of their precise location.

The Service provider/service provider guarantees that the rights of any external auditor authorized by 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/service provider's partners, and subservice providers. Where a partner or subservice provider 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/service provider 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 Supplier 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 Supplier and is not obliged to make any further payments to the Supplier

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/service provider's stores, during manufacture, in the ports or places of shipment, and the Service provider/service provider 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/service provider, 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/service provider shall give notice and full particulars in writing to GOAL of such occurrence or change if the Service provider/service provider is thereby rendered unable, wholly or in part, to perform its obligations and meet its

responsibilities under this Contract. The Service provider/service provider 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/service provider 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/service provider 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 service provider 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 service provider responsible for any excess cost occasioned thereby. GOAL may collect damages from the service provider in lieu of purchasing the service/works from other sources. GOAL may by written notice terminate the right of the service provider 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/service provider 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/service provider 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/service provider's expense within such period as GOAL may specify in its notice of rejection.

After such notice has been dispatched to the Service provider/service provider, 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/service provider 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/service provider whatsoever, in such manner as it deems fit and may charge the cost of removal to the Service provider/service provider.

15. AMENDMENTS

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

16. ASSIGNMENTS & INSOLVENCY

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

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

17. PAYMENT

The Service provider/service provider 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/service provider 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/service provider 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/service provider in association with the execution of this contract. If the Service provider/service provider 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/service provider to a GOAL member of staff to GOAL Country Director shall result in the immediate termination of any contract and may result in disqualification of the Service provider/service provider from participation in future contracts with GOAL.

19. ANTI-PERSONNEL MINES

The Service provider/service provider 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/service provider, at no cost to GOAL.

20. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Service provider/service provider represents and warrants that neither it, nor any of its service provider/service providers is engaged in any practice inconsistent with the following code of conduct for service provider/service providers: 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/service provider, at no cost to GOAL.

21. OFFICIALS NOT TO BENEFIT

The Service provider/service provider warrants that no official of GOAL has received or will be offered by the Service provider/service provider any direct or indirect benefit arising from this Contract or the award thereof. The Service provider/service provider 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/service provider 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/service provider 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/service provider 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/service provider under this Contract shall be the property of GOAL, and shall be treated as confidential and shall be delivered only to GOAL's authorized officials on completion of work under this Contract.

Unless authorized in writing by GOAL, the Service provider/service provider shall not advertise or otherwise make public the fact that he is a Service provider/service provider 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/service provider. At the request of GOAL, the Service provider/service provider shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

Title to any equipment and supplies which may be furnished by GOAL and any such equipment shall be returned to GOAL at the conclusion of this Contract or when no longer needed by the Service provider/service provider.

Such equipment, when returned to GOAL, shall be in the same condition as when delivered to the Service provider/service provider, subject to normal wear and tear.

25. TITLE TO EQUIPMENT

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

26. PACKING

The Service provider/service provider 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/service provider 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/service provider's risk, unless otherwise provided for in the Contract.

28. INSURANCE

The service provider/service provider 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/service provider shall, upon request, furnish proof to the satisfaction of GOAL, of such liability insurance. The service provider/service provider shall further provide such health and medical insurance for its agents and employees, as the service provider/service provider 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-service providers 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/service provider 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/service provider may be withheld from any amount otherwise due to the Service provider/service provider from GOAL.

This contract shall be automatically terminated, and the Service provider/service provider 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. 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.

32. 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.

33. 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 South Sudan 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.

34. WITHHOLDING TAX

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

35. GOVERNING LAW AND JURISDICTION

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

36. 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/service provider 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/service provider'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/service provider 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.

37. ENVIRONMENTAL STANDARDS

Service provider/service providers 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.

38. 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/service providers and their employees, and agents shall not: –

- Engage in severe forms of trafficking in persons during the period of performance of the contract; ^[11]_[SEP]
- Procure commercial sex acts during the period of performance of the contract; ^[11]_[SEP]
- Use forced labor in the performance of the contract; ^[11]_[SEP]
- 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; ^[11]_[SEP]
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and ^[11]_[SEP] 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/service provider become aware of, or suspect, human trafficking activities during the execution of the contract the Service provider must immediately inform GOAL to enable appropriate action to be taken.

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

APPENDIX 5- GOAL CONTRACT TEMPLATE

Attached as Separate Document

APPENDIX 6- GOAL SUPPLIER CODE OF CONDUCT:

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

Each supplier of GOAL ("Supplier") is expected to comply with the following Supplier Code of Conduct and is responsible for requiring its employees and any subsidiary, subservice provider 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.

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.

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.

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 GOALs, 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

Service provider must immediately inform GOAL to enable appropriate action to be taken.

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, service providers, volunteers, and communities.

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

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.