



# **International Call For Tender**

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**ICFT REF.: B51-DHAK-LOG-2023/02**

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**To Establish Yearly Framework  
Agreement with Security Guard  
Services Provider**

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Purchaser identification

**Name:** Handicap International –Humanity & Inclusion

**Address:**

**Country Office:** House-3/A, Road-36 Gulshan, Dhaka-1212, Bangladesh

Tel. : +88 +88 02222284794; +88 02222292188; +88 02222298209

**Contact details:** [zi.rahman@hi.org](mailto:zi.rahman@hi.org);

**Person in charge of the contract:**

**Logistics Department,  
Bangladesh Country Office**

**Website:** [www.hi.org](http://www.hi.org)

Created in Lyon in 1982, Handicap International is an independent and impartial aid and development organisation working in situations of poverty and exclusion, conflict and natural disaster.

Our action and campaigning is focused on addressing the essential needs of persons with disabilities and vulnerable groups, improving their living conditions and promoting respect for their dignity and their fundamental rights.

Handicap International Federation-Humanity & Inclusion (HI) is an independent and impartial international aid and development organisation working in situations of poverty and exclusion, conflict and disaster. Working alongside people with disabilities and vulnerable groups, it takes action and provides testimony in order to meet their basic needs, improve their living conditions and promote respect for their dignity and their fundamental rights. Handicap International - Humanity & Inclusion (HI) is a non-profit organisation with no religious or political affiliation. It operates as a federation made up of a network of associations which provide human and financial resources, manage projects and implement its actions and campaigns. Handicap International - Humanity & Inclusion (HI) is present in Bangladesh since 1997 and its Head Office is based in Lyon, France. HI Bangladesh also has 3 site offices at Kurigram, and Cox's bazar (including Teknaf & Ukhiya).



## 1. Contract description

ICFT REF.: B51-DHAK-LOG-2023/02

The objective of this call for tenders is to establish a framework agreement with an established agency of security guards service provider to provide authentic and efficient security person and their supervisor.

HI mostly targeted for well reputed service providers one or more for each location who will be accountable/liable for any kind of lost, theft, damaged in the posting premises due to negligence of guard's duty/patrol monitoring/company's rules/system.

HI requests bids from Service Providers under following LOTS based on HI's main order placing area.

- LOT 1: Ukhiya
- LOT 2: Teknaf
- LOT 3: DHAKA
- LOT 4: KURIGRAM

HI shall sign non-exclusive Framework Agreements with multiple Service Providers. The Framework Agreement will have a term of 2 year, extendable to 1 year upon written agreement between the parties and based on yearly performance evaluation. The Service Providers undertake to maintain prices for the entire term of the Framework Agreement. HI does not commit to the purchase of any minimum order. Please see important information on price in section 6.

The full service shall be operational on 1 January 2024 as targeted.

The prices shall be firm and non-revisable for the duration of the contract.

Total amount estimated to be contracted through Purchase Orders to be issued through the Framework Agreements resulting from this tender over 24 months period.

Contract execution addresses:

**HI BGD DHAKA Country Office:** House-3/A, Road-36 Gulshan, Dhaka-1212, Bangladesh.

## 2. General conditions

- By submitting a bid, tenderers accept without restriction all the general and specific conditions outlined in these specifications as being the only basis for this supply/service contract procedure, irrespective of their own conditions, which they hereby waive.
- Tenderers shall carefully examine and comply with all the instructions, forms, clauses and specifications mentioned in this participation file
- Failure to submit a bid containing all the information and documents requested by the specified closing date may result in the bid's rejection.



- Service Provider must ensure MUSHOK against all supplies at the time of submitting bills and all taxes shall be calculated and deducted as per Bangladesh Government Policy.
- To avail any exemption against any Government Tax is required to submit the authorised document which is approved by Bangladesh Government against the service and Service Providers' name along with the valid duration of the approval.
- Service Provider shall be responsible to submit the revenue stamp along with each bill if receive final order as per Government Rules.

### 3. Tendering schedule

The below table indicates the key dates for this tender process. The issuing of this Invitation to Tender and Tender Pack represents the start of the tender process.

Activity	Date
Issue Invitation to Tender	11 October, 2023
Deadline for questions from Bidders	17 October, 2023
<b>Deadline for Bid Submission</b>	<b>Within 14.00 Hours on 31 October, 2023</b>
Award Contact	15 December, 2023
Go Live	01 January, 2024

Please note that the above timings / dates are being shared for indicative purposes only and are subject to change. However, HI commits to ensure Bidders are treated fairly, equally and have sufficient time made available to participate in this tender process.

#### CLOSING DATE FOR BID SUBMISSION

Your bid must be received, either at the specific address or email address, no later than **Within 14.00 Hours on 31 October, 2023 (All the date & times are in Bangladesh Standard Time)**. Failure to submit your bid prior to the Closing Date may result in your quote being void.

All Bids must remain valid and open for consideration for a period of not less than 24 Months from the Closing Date.

### 4. Eligibility and Obligations

All natural or legal persons of whatever nationality are eligible to apply. However, certain criteria will be grounds for excluding applications.

#### Exclusion criteria:

Applicants or tenderers shall be excluded from the selection and award procedure in the following conditions:

- If they are bankrupt or their affairs are being wound up; their affairs are being administered by the courts; they have entered into an arrangement with creditors; they have suspended business activities; they are the subject of



proceedings concerning these matters or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- If they have been convicted of an offence concerning professional misconduct by a judgement which has the force of res judicata;
- If they have been found guilty of gross professional misconduct proven by any means which the contracting authorities can justify;
- If they have not fulfilled their obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country in which the contract is to be executed;
- If they have been the subject of a judgement which has force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- If, following another procurement procedure or grant award procedure financed by the community budget, they have been found to be in serious breach of contract for failure to comply with their contractual obligations.

In addition, contracts shall not be awarded to applicants or tenderers who, during the procurement procedure:

- are in a position of conflict of interest;
- are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the award procedure, or fail to supply this information.

By returning this participation file duly initialled and signed, the tenderers confirm that they are not in one or more of the situations described above and undertake to send to Handicap International within seven (7) calendar days following receipt of a request from Handicap International any additional documents that Handicap International considers necessary to perform its checks.

➤ **Sub-contracting**

Subcontracting is not authorized for this procurement

## 5. Participation procedure

Tender Documents are attached to this file with the appendixes mentioned below:

1. Appendix A- TOR and Service Providers' Bidding Table
2. Appendix B- Service Provider Evaluation Questionnaire
3. Appendix C- General Purchasing Conditions
4. Appendix D - HI Good Commercial practices
5. Appendix E- [Please Check HI Institutional Policies from the Website](#) (Child Protection Policy; PSEAH Policy; Anti-fraud, Bribery and Corruption Policy; HI Strategies Against Money Laundering and Terrorist Financing; Counterterrorism Measures and Regulations; HI Data Protection Statement; Environmental Agenda)

The call for tender file is made up of the following documents. If any document from the list is missing, the file will be considered administratively non-compliant and not evaluated further.

For Administrative Compliance:

- This participation file signed on all pages including the appendix attached to this file
- Service Provider must follow the bidding table as per the **Appendix A- TOR and Service Providers' Bidding Table**
- Delivery lead item should be mentioned for each LOT



**Documents need to be attached to Tender File**

<b>Give Tick If attached (✓)</b>	
➤ Updated Copy of valid business registration / Trade License– <b>Mandatory</b>	
➤ A duly completed, dated, stamped and signed Tenderer's schedule (Filled Questionnaire and Tender files along with all Appendixes, etc.) – <b>Mandatory</b>	
➤ A copy of the National ID card/Passport of the Owner/Proprietor/CEO/Managing Director with address, Phone and email contact – <b>Mandatory</b>	
➤ Updated Copy of valid VAT/BIN and TIN Registration Certificate under company name – <b>Mandatory</b>	
➤ A copy of tax certificate of the last fiscal year (documentation that tax return was submitted / paid) – <b>Mandatory</b>	
➤ Client's list from the last 5 years– <b>Mandatory</b>	
➤ Customer references (with copy of certificates) – <b>Mandatory</b>	
➤ Quality management policy (in case of product/goods/materials)	
➤ Work experiences certificates or copy of contract/work order from INGO/Banks/International Organizations – <b>Mandatory</b>	
➤ Internal control and monitoring systems information	
➤ Company banking details– <b>Mandatory</b>	
➤ <u>Audit Report/Bank Solvency Certificates/ Declaration from banker</u> on financial position along with a bank statement for the last 6 months or <u>A line of Credit (LOC)</u> . But there, individual transactions on the bank statement are not required to be shown. – <b>Mandatory</b>	
➤ Minimum 2 contact persons/representatives' information (Full Name, National ID, Address, Family Name, Phone or email contact)	

For technical and financial evaluation:

- Technical proposal (Other than pricing information, mentioned in the list under “Documents need to be attached to Tender File”
- Financial bid (prices inclusive of all applicable VAT and Tax according to Govt Rules). HI shall deduct applicable VAT & TAX as per government policy.

Due diligence: Based on the scenario, HI Management can consider and decide.

Responses will only be accepted in the requested format. Any incomplete responses or responses not in the format of the provide templates may be treated as void.



➤ **Bid clarification procedure:**

For clarification should be aimed at correcting any initial errors or omissions affecting the performance of the contract or undermining fair competition.

Send your relevant queries TO: [sh.ahmed@hi.org](mailto:sh.ahmed@hi.org); and CC: [zi.rahman@hi.org](mailto:zi.rahman@hi.org);

➤ **Submission of applications**

Handicap International prefers digital copy of bidding documents through mentioned email id considering it's "[ENVIRONMENTAL AGENDA](#)" however interested vendor can also submit a Hard of the bidding documents as per below:

**Online Bid Submission addresses:**

- Send a digital file in the form of an email\* sent to the dedicated email address [etender@bangladesh.hi.org](mailto:etender@bangladesh.hi.org); with subject heading “**Framework Agreement for Security Guard Services with ICFT REF: B51-DHAK-LOG-2023/02**”
- \*If the file is too big to fit into 1 email (limit 20MB per email), please include numbering also in the subject.

**OR**

**Physical Bid Submission addresses:**

- Bids to be submitted to Handicap International Country Office House-3/A, Road-36, Gulshan, Dhaka-1212, Bangladesh. Bids should be submitted in a single sealed envelope.
- The envelope should clearly indicate the Invitation to tender reference as per below: “**Framework Agreement for Security Guard Services with ICFT REF: B51-DHAK-LOG-2023/02**”
- All documentation submitted should be done in their own clearly labelled envelopes (e.g., Bidder Response Document, Financial Accounts, Bill of Quantities etc.), which are submitted in one single envelope as detailed above.

The envelope and email shall include all document listed in the application document.

**6. Service Provider Bid selection criteria**

**Administrative Compliance**

HI shall deem administratively compliant the bid which:

- Include all documents listed in section 5 above
- Be submitted both in paper or digital version
- Meet the requirements listed in section 5 above





## Evaluation

Evaluation process (Scoring) will be assessed in light of their consistency with required technical and financial specifications:

<b>Bid Selection Criteria</b>	
<b>1. Competitive Pricing</b> The lowest bidder considering the total package (Including all relevant cost, such as : Administrative Cost including Profit, Reliver Cost, Guard's Salary along with allowances those are mentioned in the TOR – Please check: Annex A) will get the highest score <b>*Financial evaluation breakdown attached through Service Provider bid form</b> <b>* Supplier who will not mention/considered the detailed allowances for guards' then HI shall consider the highest bidding rate received from other bidders</b>	40%
<b>2. Guard's Salary along with all other monetary benefits (Here, the highest Guard's Salary and other benefit provider will get the highest score)</b>	20%
<b>3. Customer Reference</b> (Having experience with International Agency/UN/Diplomatic Mission/Other INGO/NGO, Corporate will get preference)	10%
<b>4. Company profile, experiences, HR capacity and list of site offices or controlling room around the country district/upazila wise</b>	15%
<b>5. Quality Assurance (Shifting Management, Petrol Monitoring, system and frequency to check post, safety security rules according to the country context, etc.)</b>	15%
<b>Total</b>	<b>100%</b>

<b>Final screening process</b>	
<b>Physical Verification of Training Center and internal process verification including environmental agenda/policy</b> <b>Only top 3 or 4 bidders will be evaluated through this process</b>	<b>(Result : Awarded/Rejected)</b>

### Another considering factor:

- Service Provider can be rewarded for any of the LOT or for all the LOTS mentioned in this ICFT and simultaneously multiple Service Providers can be selected for each lot.

### Further notes on conditions of tender

- Applicants selected after evaluation of administrative compliance, specifications compliance and based on selection criteria shall then receive a written invitation from Handicap International for verification.
- Amendment or withdrawal of bids: Tenderers may amend or withdraw their bids by written notification before the closing date for submission of bids. No amendments may be made to bids after this date. Withdrawals shall be firm and final and will terminate any participation in the tendering process.
- Costs of preparing bids: None of the costs incurred by tenderers in preparing and submitting their bids shall be reimbursable. All these costs shall be borne solely by the tenderers.
- Handicap International reserves the right to negotiate, accept or reject any bid or quotation at its sole discretion, and to continue the competitive dialogue for any response it considers advantageous. Handicap International is



not obliged to accept the lowest prices or any of the bid. No bid may be modified after the closing date for the submission of bids.

- In the interests of transparency and equal treatment, the evaluation committee may ask tenderers, in writing, to clarify their bids within 48 hours, without modifying them. None of these requests for clarification should be aimed at correcting any initial errors or omissions affecting the performance of the contract or undermining fair competition.
- Any tenderers attempting to influence the evaluation committee in the process of examining, clarifying, evaluating and comparing bids with a view to obtaining information on the progress of the process or influencing Handicap International in its decision regarding the award of the contract shall have their tenders immediately rejected. No excuses shall be accepted for late submissions. Bids arriving after the deadline shall be rejected without evaluation.
- Bids must comply with the conditions and presentation defined below. Any bids not meeting the below requirements shall be rejected.
- Language: All written documents shall be in English.
- Currency unit: All prices must be expressed in BDT.
  - Bid validity period: HI shall consider all bids received valid for a period of twenty-four (24) calendar months as from the deadline for the receipt of bids.

## 7. Awarding of contract

The contract shall be awarded to the bid offering the best quality/price/ delivery ratio according to the needs defined in the call for tenders.

HI shall evaluate the bids in terms of total acquisition cost or per Guard

HI shall award more than one Service Provider under any LOT.

Handicap International shall give preference to bids from Service Providers who commit to a fixed rate for the entire duration of the contract.

By virtue of this document, Handicap International holds ownership of all bids received as part of this tender procedure. Consequently, bids shall not be returned to tenderers.

Signature and company stamp preceded by the words "Read and approved":

Date:

Place:

Name:

Function:



## Appendix A : Terms of Reference (ToR)

### SECURITY GUARDS' SERVICES TECHNICAL SPECIFICATION

#### 1. Preamble

With the aim of facilitating and securing the security guard services for the offices and projects of the site of Dhaka, Kurigram, Cox's Bazar, Ukhiya, and Teknaf, Handicap International would like to sign Framework agreements with potential security guard service providers.

Service Providers have to take into consideration these technical specifications prior to submitting their bids

Current security guards need (this may be adjusted based on HI activity). **Service Provider financial & technical offer to be based on- [The post and duration of the deployment can vary (changeable/reducible)]**

Location	Service of guards	Required Shift	Duty Hour	Security Guard per shift need	Take home salary per guard	Service Charge and all other relevant cost	Total Price in BDT per person including service charge and VAT & AIT	Remarks (Share detailed breakdown of the cost: Basic Salary along accommodation, Transportation and medical benefits, Reliever and any other benefits)
Dhaka Office	Security Guard	3 shift	8 Hour per shift	6 guards (2+2+2) in each day				
Kurigram Office	Security Guard	3 shift	8 Hour per shift	3 guards (1+1+1) in each day				
Ukhiya Office	Security Guard	3 shift	8 Hour per shift	6 guards (2+2+2) in each day				



Ukhiya Warehouse	Security Guard	3 shift	8 Hour per shift	6 guards (2+2+2) in each day				
Teknaf Office	Security Guard	3 shift	8 Hour per shift	6 guards (2+2+2) in each day				
ATLAS Leda Warehouse	Security Guard	3 shift	8 Hour per shift	7 guards (2+2+3) in each day				

Note:

1. This price is inclusive of all necessary costs of each guard's salary, benefits, insurance, overhead charges, VAT & TAX, and any other expenses regardless of any gender.
2. The price must be including of weekly 1 rest day to each guard's, yearly increments, Festival bonus, provident fund, welfare fund, 20 days annual leave, training, group insurance, gratuity and at least three Uniforms for summer, monsoon, and additionally winter clothes with seasonal items, etc. At least two festival bonuses **(Yearly festival bonus shall be 2 of actual take home salary)** according to relevant festive ex. Eid-ul fitre/ Eid-ul azha/Durga puja/ Buddha Purnima/ Christmas day etc.) must be paid by the agent/service provider.
3. A separate PO/contract will be given under this agreement based on requirements of the HI where the number of guards and duration of services for each individual guard will be mentioned.

## 2. Type of Guards

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Both Male and Female. The gender allocation to be determined based on HI requirement. (There, currently for Dhaka office for 1<sup>st</sup> and 2<sup>nd</sup> shifts, for Teknaf and Ukkhiya office only for 1<sup>st</sup> shift requires female guards)

## 3. HI requirements (standards, benefits & gender balance)

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Service Provider will ensure three (3) Shift duty of Security Guards along with required number of persons (guards) per shift will perform their duty which can be increased or decreased and address can be changed based on need.

The assigned guards must be dedicated to HI's duty only. Duty time: 24 X 7 (but not more than 48 hours per week per guard and also should have minimum duty difference for two shifts after finishing one duty)

Shift A: 6:00 AM to 2:00 PM (0600 hrs to 1400 hrs)



Shift B: 2:00 PM to 10:00 PM (1400 hrs to 2200 hrs)

Shift C: 10:00 PM to 6:00 AM (2200 hrs to 0600 hrs)

- ❖ Security guards will have shifting duty where each shift should not be more than 8 hours. Change of guard shifting time will be set by HI as required with consultation of service provider. Service providers must ensure that security guards cannot do more than 1 shift in every consecutive 3 shifts/ per day. More precisely, in every 3 shifts a security guard can do only 1 shift. Not even assigned guards for HI are allowed to do any other duty to other posts/organization premises.
- ❖ If any guard wants to take sick leave, annual leave or absence, that must be informed prior or instant to their respective service provider and service provider will inform HI focal person. Service provider must deploy immediate back up (within roster) where any post should not be kept vacant for any single shift.
- ❖ The guards shall be well dressed and wear appropriate identification badges while on duty. All the uniforms and other related accessories of the security personnel will be supplied by the Service Provider and HI is not responsible for any related cost.
- ❖ The security guard shall control of entries and exits, body search (Where applicable) and ID card check/verification of the incoming people other than the staff working at the building and securing peace of the inhabitants at the building or dedicated premises and overall security of the building and designated premises.
- ❖ Showing politeness but strict on security procedures are non-negotiable while in duty.
- ❖ Security guards shall be provided with the list of names of the staff and incoming visitors' information prior so that they can control the entries to the office or dedicated premises. If there is any visitor coming without prior appointment Security Guards allow them after confirming immediate appointment.
- ❖ Entries and exits after normal working hours/ weekend by the staff must be recorded in the register by time.
- ❖ Any goods/supplies brought to the building should be first checked, received at the first security point, do the entry in the register, and shall then be distributed to office reception desk.
- ❖ Security guards shall not allow entry into the building of such person as salesman, beggars, peddlers, etc.
- ❖ In case of emergency (fire, theft, sabotage, attack, bombing alert etc.) security guards shall first attend the case, ensure maintenance of proof and evidence of crime, and shall immediately notify the fire department, police department and HI office security focal point of the building for the incident.
- ❖ The guards shall always establish coordination with and receive work-related instruction, if any, from the office security focal point of the building and shall accommodate the instructions so given and shall inform HI focal of the building of any issues that may go beyond their power.
- ❖ Security guards shall not allow any unauthorized parking in front of the office building.
- ❖ All security guards should have a valid NID card.
- ❖ All security guards should have a positive police verification report where application need to submit HI authority before onboarding. After application if final verification report is not submitted within 3 months HI authority will have rights to change-request another guards from service provider.



- ❖ Security guards shall not be overall familiar, and act in an informal way with the staff and visitors for any reason whatsoever.
- ❖ Security guards' monthly take home salary shall be paid by the service provider and minimum monthly take home salary of a guard should be the minimum wages as per **Government Gazette 2022 for all base and yearly festival bonus shall be 2 of actual take home salary**. Security guard must be paid with evidence and vendor need to produce that evidence.
  
- ❖ The security personnel shall have the following qualifications :
  - Education : Minimum SSC/ equivalent
  - Age between 21-55 years
  - Experiences with other INGO or International Organization at least 2 years for the guards and agent preferred
  - Basic knowledge on safety security rules according to the country context.
  - Basic knowledge of firefighting equipment and First Aid qualified as well as Trained to use of security equipment.
  - Trained in access control.
  
- ❖ HI may ask guards to maintain the water pump and ensure sufficient water supply in the office building by checking meter and others on time for HI location.
- ❖ HI may ask guards to start and off the Generator during PWD line off for required HI location.
- ❖ Inspection of guards by agent Patrol Team (24 hours) either daily or on given frequency but should inform HI after every visit.
- ❖ Service Provider shall submit the monthly duty plan within 26th of the month for the next month.
- ❖ The service provider shall remain liable to HI for proper discharge of security guard roles and responsibilities. In case of any damage/loss/theft/robbery during the contract period Service Provider shall take the liability to pay the coverage of HI's assets and that may consider reimbursing.
- ❖ All security guards must respect HI's rules regulation and they will be inducted by HI Logistics department.
- ❖ In case of any major negligence, improper duty of duty, theft, robbery, or any kind of narcotic addiction by the guard found, then s/he must be terminated immediately along with penalty clause will be applicable against theft or robbery.
- ❖ Service Provider shall not place services of the duty personnel other than the assignment hired by Handicap International as described schedule and attached verified CV's of specific guards.
- ❖ HI will not pay any overtime for assigned guards.
- ❖ The reporting and focal person for HI shall be the base logistician who is responsible.
- ❖ For each Security Guard to maintain different type of documents for the services is given below:



- Attendance sheet of guards.
  - To maintain Guest's check In and check out Register.
  - To maintain Gate Pass/Waybill against any out.
  - To maintain Tender Register.
  - To maintain mail in-out register.
  - To maintain Generator Logbook.
  - To maintain Vehicle logbook for In-out.
- ❖ For payment security company should provide their guard attendance sheet with endorsed by HI respective focal persons and security company focal. Payment will be calculated as per the authorized attendance sheet at the end of each month.

#### Inspection of the delivery

The Handicap International representative will conduct an inspection on delivery of the service.

The aim of the delivery inspection is to check compliance with the terms of the Agreement and in particular:

- Documentation provided by the Service Provider
- Delivered quality of Service.

The Handicap International representative will indicate any comments, reservations or non-compliant findings regarding the Service (s) on the delivery note provided by the Service Provider. Non-compliant services nevertheless accepted by Handicap International will lead to a deduction on the invoiced amount.

If the delivery inspection concludes that this delivery complies with all the terms set out in the Agreement, Handicap International will accept the Service.

- Late delivery of Service

In the event of a late delivery of mention time/date with the exception of cases of force majeure, HI may cancel the Agreement (service not delivered) or take the initiative for penalty of the nominal value (pre-tax) of service remaining to be delivered will be applied per late week. Any week started will be considered as a whole week due.

#### 4. Penalties

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- In case of improper duty, absent in the post, wrong pattern uniform; penalty shall be applied to the service provide on the nature of the faults as per HI Terms and Condition/policy.
- 
- For any other damage or short fall of agreed service standard/procedure in the process of rendering service to HI, mutually agreed penalty or equivalent amount to the damages shall be applied on the Service provider. (Applicable for the service providers).
- In case of any particular observation or unsatisfactory performance which may put HI security in jeopardy, HI bears the right to withdraw or discontinue any type of the mentioned security services any time of the contract period providing 7 calender days notice.
- In addition to all of its other termination rights hereunder, HI may terminate this agreement in whole or in part, at anytime during the term, with or without cause, upon 7 calender days written notice to provider. Except as otherwise provided herein, upon the termination or expiration of this agreement, HI shall not have any further obligation to provider, except that provider shall be entitled to receive any payments earned or accrued through the date of termination or expiration.
- In case of Non-compliance of labour law, the existing service provider will be responsible and if HI has to bear the loss, HI holds the right to adjust the same from service provider.
- If it contradicts with HI values, code of conduct and other core policies, HI policy will prevail.
- In case of any corruption/misconduct/narcotics act of security guards identifies HI has rights to cancel the agreement at any time and penalize the company from 5% to 100% subject to the seviarity.
- Any act of service provider which is contradictory to HI requirments article 3, HI has rights to penalize the service provider from 5% to 100% depending on severity.





**Appendix: B (Supplier Evaluation questionnaire)**

<b>Company name:</b>	
<b>Type of company (public company, LLC, association, etc.)</b>	
<b>Year and place of creation</b>	
<b>Registration number</b>	
<b>BIN/VAT registration number</b>	
<b>Address:</b>	
<b>Administrative address (if different)</b>	
<b>Proprietor/ Managing Director Name</b>	
<b>Phone number:</b>	
<b>Email:</b>	
<b>Sales/contact person-1 Name and position</b>	
<b>Contact mobile number</b>	
<b>Email:</b>	
<b>Sales/contact person-2 Name and position</b>	
<b>Contact mobile number</b>	
<b>Email:</b>	
<b>Date of submission:</b>	

1. How many years are you working on this market?



Answer:

2. How many guards working at your company? Mention the total number of guards already allocated for duty and total number of guards you have in your pool.

Answer:

3. How many employees do you have other than guards?

Answer:

4. What are the attributes you consider during recruitment of the guard?

Answer:

5. What is the controlling system are in place within your organization for antifraud & other legal issues?

Answer:

6. Do you have internal /external auditing system in place? how frequently it works?

Answer:

7. Share your price breakdown considering guards' salary, benefits, service charge and all other cost (all inclusive).

Answer:

8. What are some Important Sections where labor law compliance is required and you do follow.

Answer:

9. Do you have any life insurance coverage for security guards? If yes, then how much is you plan to pay as life



insurance coverage to each security guard. Please share your insurance policy.

Answer:

10. Company profile, experiences, HR capacity and list of site offices or controlling room around the country district/upazila wise

Answer:

11. Describe your Quality Assurance process (Shifting Management, Petrol Monitoring, system and frequency to check post, safety security rules according to the country context, etc.)

Answer:

12. **How ensuring responsibilities and coverage for any damage/loss/theft/robbery** due to neglectful of duty of guards and company. What is the total responsibility and liabilities of the security company for the assigned post, what are the advance system they have in place to control/ mitigate the risk of theft/loss/robbery.

Answer:

13. Do you arrange any training for the guards? If then share the training content?

Answer:

14. Do you conduct refreshers training for your guards. If yes then how frequently do you do that?

Answer:

15. Do you have any quality management policy? If yes how it works?

Answer:

16. Do you have national/international quality certification? If yes then please attach with the bid.

Answer:



17. How many days you need to submit selected guards' police verification report to HI after receiving confirmation about guards by HI?

Answer:

18. How many days you need to onboard guards at HI premises after receiving confirmation/order?

Answer:

19. **Customer Reference** (Having experience with International Agency/UN/Diplomatic Mission/Other INGO/NGO, Corporate will get preference)

SL.	Organization/Company Name	Contact person	Contact Number	Official Email ID

**Supplier Registration Name:** \_\_\_\_\_

**Represented by:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



## Appendix: C (General purchasing conditions)

### ARTICLE 1: GENERAL PROVISIONS

The following general Terms and Conditions apply to all orders placed by HANDICAP INTERNATIONAL ("HI") with a supplier. The term "order" refers to any HI purchase order or contract.

Upon acceptance of the order, the supplier shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the supplier's terms of sale.

This Agreement may only be varied with the written consent of HI and any specific terms and conditions in the purchase order or contract will prevail over these terms and conditions.

### ARTICLE 2: DELIVERY

Except if otherwise specified in writing in the purchase order or contract, all orders will be delivered carriage and insurance paid (CIP), or in conformity with the Incoterms 2010 specified on the purchase order.

Goods will remain the sole responsibility of the supplier until the delivery note has been signed by HI or by the forwarding agent appointed by HI.

All orders will be delivered in full, unless HI has agreed to partial deliveries in writing.

All deliveries will be accompanied by a delivery note mentioning the purchase order reference or contract numbers, complete descriptions and quantities of goods delivered, and batch or serial numbers if applicable. HI reserves the right to request additional documentation such as certificates of analysis and/or certificates of origin for goods delivered.

Should the point of delivery be different to the billing address, a copy of the delivery note and shipping documentation will be sent to the ordering entity at least 24 hours before expedition of the goods.

HI reserves the right to refuse any goods delivered in excess of quantities ordered. Excess quantities will be returned to the supplier at their own risk and cost.

### ARTICLE 3: DELIVERY TIMES

Delivery times and delivery dates appearing on the purchase order or contract are binding.

If contractual delivery times are not respected, HI may, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percents (2 %) of the total amount of the undelivered goods, per day of late delivery.

If goods have not been delivered within ten (10) calendar days after the contractual delivery date, HI reserves the right to cancel the order for undelivered goods without notice or payment to the supplier.

### ARTICLE 4: COMPLIANCE

A delivery will only be considered as compliant after verification and acceptance by HI. Non-compliant goods can be refused, without written prior agreement from the supplier, and returned by HI at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time HI will be responsible for costs incurred returning the goods.



HI may also demand that the goods be brought up to standard or replaced within fifteen (15) calendar days of receipt of a written request from HI, that the total price be refunded, or the cancellation of the order in its entirety.

All delivery prices include packaging charges. No deposit can be applied to packaging without prior written agreement from HI. If such an arrangement is agreed, details of the deposit will be clearly

#### ARTICLE 5: PACKAGING

The supplier agrees to supply goods and services that comply with technical specifications defined by HI, official standards and, in all cases that comply with good professional practice in the sector in question.

Packaging must be compliant with the quality standards required by the nature of the goods, and their transport, storage and handling, in order that they are delivered in perfect condition.

#### ARTICLE 6: WARRANTY

The supplier guarantees that goods will be delivered undamaged and free from defects, contamination or unreasonable wear, and that they will comply with their destined usage. Any replacement or repair of goods by the supplier will renew the guarantee for a further twelve (12) months beginning on the date of acceptance by HI of the replaced or repaired goods. The supplier guarantees that any replacement parts will be provided at short notice, and an after-sales service will be guaranteed for five (5) years from the initial delivery date.

#### ARTICLE 7: DANGEROUS OR PERISHABLE GOODS

The supplier agrees to inform HI of the precautions, instructions, recommendations and applicable restrictions for the transport, warehousing and handling of perishable or dangerous goods.

The supplier agrees to provide all required official documentation for perishable and dangerous goods, particularly for international shipping.

Product expiry dates must be displayed clearly and permanently on packaging. The supplier guarantees that the remaining shelf life of the product at the time of delivery is longer than eighty percents (80 %) of its total initial shelf life.

#### ARTICLE 8: LIABILITY

The supplier is entirely liable for the delivery of goods in compliance with the terms and conditions of the purchase order or contract, and with the laws, regulations, recommendations, standards and good professional practices applicable to the sector.

The supplier is solely liable for any damage caused by its staff or sub-contractors during the execution of the purchase order or contract.

The supplier agrees to hold a valid civil liability insurance policy for the entire duration of their contractual agreement with HI.

#### ARTICLE 9: ORDER CANCELLATION

Any order unfilled by the supplier or non-compliant with one or several of their contractual obligations may be lawfully cancelled by HI if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by HI by registered mail with acknowledgement receipt.

HI will notify the supplier in writing of the cancellation, which will take effect to the sole detriment of the supplier, and this notwithstanding all damages suffered or incurred by HI.

#### ARTICLE 10: PRICE



Unless stipulated otherwise by HI, the prices indicated on the purchase order are firm and not subject to change. They include all costs associated with the manufacture, packaging, loading, shipping and unloading of the goods. Prices for goods to be exported from the European Union to outside of the European Union do not include VAT.

#### ARTICLE 11: INVOICING AND PAYMENT

Two copies of all invoices will be issued and sent to the HI office that sent out the order within seven (7) calendar days of delivery. If several orders are contained in one delivery, a separate invoice will be issued for each order.

All invoices will feature the exact references of the delivery note and the order to which they correspond.

#### ARTICLE 12: SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

HI reserves the right to denounce the order at any time, if the supplier is implied in acts of fraud, corruption, money laundering, or is implied in a criminal organization or quite other illegal activity or is in situation of conflict of interests or abuse of power towards the representatives of HI. HI also reserves the right to denounce the order at any time if the supplier does not respect the international laws in Human Rights or fundamental rights in labor law such as define by the International Labour Organization (ILO)((INTERNATIONAL LABOR ORGANIZATION)), in particular concerning the non-child labor, the non-discrimination in the employment(use), the labor-union freedom and the right(law) of organization, the respect for salaries minimum and the equality of payment, the not appeal for the hard labor and the respect for durations and for conditions of work and hygiene. HI also reserves the right to denounce the order at any time if the supplier participates whatever shape it is for the distribution of antipersonnel land mines and bombs with sub-ammunitions (production, business, financing, shareholding, transport, storage, etc.), in the business or in the arms dealing, (Arms category A and B - as defined in the French Law article n°2012-304 of the 6 of march 2012) or if he devotes to practices who would make him comparable to a "war profiteer" (use of the economic springs(competences) of a conflict, an abuse of dominant position bound to the existence of a conflict), or still if he has links with terrorist networks about or their nature (acts of violence committed to populations or civil installations committed by an organization). Finally, HI attempts to use techniques and processes of production respecting the fundamental rules of environmental protection (mainly towards the deforestation, towards the use of chemical agents getting the protection of the biodiversity) and expects from his Service Provider and persons receiving benefits (providers) for a similar approach.

#### ARTICLE 13: APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

HI purchase orders and contracts are governed by Bangladesh law.

## Appendix : D (Good commercial practices)

### Preamble

These Best Business Practices provide the basis of all working relations between HI and its Service Provider.

They are general rules valid unless specific terms are mentioned in the agreement. In the event of contradictory terms between documents, the terms of the agreement or of the call for tenders file will take precedence over these Best Business Practices.

#### I. Supply procedures principles

HI has set up transparent procedures to attribute contracts, of which the key principles are:

- *Transparency* in the supply procedure
- *Proportionality* between procedures followed to attribute agreements and the value of contracts.
- *Equal treatment* of potential Service Provider

Usual criteria to select a supplier are:



- Authorisation to buy goods/services in the country
- Financial and economic capacity
- Technical expertise
- Professional capacity

Usual criteria to attribute a contract are:

- The principle of the lowest bid (the cheapest bid satisfying all the conditions required)
- Best value for money

## **II. Misconduct, ineligibility and exclusion**

HI considers each case of misconduct below as a valid reason to exclude a bidder from a call for tender procedure and end all working relations and agreements with them:

- Fraud: defined as all intentional actions or omissions regarding:
  - The use or presentation of false, incorrect or incomplete declarations or documents, which would lead to fraudulent appropriation or reprehensible retention of HI's or institutional funding bodies' funds.
  - Concealment of information, having the same consequences.
  - Use of those funds for reasons other than those for which they had been originally attributed.
- Active corruption: promising or deliberately granting an advantage to any person so that they may act or refrain from acting according to their duty in such a way as to damage, or be capable of damaging the interests of HI or of institutional funding bodies.
- Direct corruption: offering HI employees money or gifts in kind to obtain additional contracts or to continue an agreement
- Collusion: agreement between two rival companies, which would have the probable effect of increasing prices, cutting production and increasing profits of allied companies to a greater extent than their natural increase. An attitude of collusion is not automatically based on the existence of explicit agreements between companies. It may also be tacit.
- Coercive practices: damaging or threatening to damage, directly or indirectly, persons or their property in order to influence their involvement in a supply procedure or influence the performance of an agreement.
- Involvement in a criminal organisation or any other illegal activity established by judgement by the American Government, European Union, United Nations or any other HI funding body.
- Immoral human resources practices: use of child labour and non-compliance with fundamental social rights and work conditions of employees or subcontractors.

HI will exclude from the supply procedure any candidate or bidder in any of the following cases:

- Being in a situation of bankruptcy or liquidation, or in receivership, in an arrangement situation (with creditors), having suspended business, in proceedings relating to those subjects or in a similar situation resulting from a procedure resulting from national regulations or law.
- Being sentenced for an offence within the framework of its professional activity by a court decision having the force of res judicata.
- Having been found guilty of grave professional misconduct proven by any means
- Not having satisfied obligations relating to the payment of social security contributions or tax in compliance with legal provisions, either in the country in which the business is established in HI's country of intervention or in the country in which the Agreement will be executed.
- Having been found guilty of fraud, corruption, involvement in a criminal organisation or any other illegal activity that could damage the financial interests of communities.
- Having been declared responsible for grave breach of contract due to non-compliance with contractual obligations in a previous procurement procedure.

HI will not attribute agreements to candidates or bidders who, in the course of the procedure will be:

- the subject of conflicting interests
- guilty of inaccurate declarations by providing information requested by HI to take part in the agreement procedure or by not providing such information.

## **III. Administrative and financial sanctions**

Should the supplier, candidate or bidder be involved in corruptive, fraudulent, collusive or coercive practices, HI would impose:





- Administrative sanctions: A candidate's misconduct will be notified to competent civil or commercial authorities as will be the immediate end of any professional relations with it;
- Financial sanctions: HI will request the refunding of expenses directly and indirectly related to the conduct of the new call for tenders or contract attribution procedure. If relevant, the bid guarantee or performance guarantee will be kept by HI.

#### IV. Information and Access for Funding Bodies

HI will immediately inform institutional funding bodies and will provide them with relevant information should a supplier, candidate or bidder be involved in corruptive, fraudulent, collusive or coercive practices.

Furthermore, entrepreneurs accept to guarantee right of access to their financial and accounting documents so that HI's Institutional Funding Bodies may conduct verifications and audits.

#### V. Documents to be presented by the supplier

Below are the minimum documents that any company or individual entrepreneur wishing to work with HI needs to produce:

- Supplier's / company representative's personal national identity paper
- Status and registration papers of the company
- Mission order or proxy authorising the representative to sign the Agreement
- Copy of tax registration

**NB:** Additional documents may be requested for a specific contract.

Furthermore, the Supplier must have minimum administrative equipment to be able to issue an Invoice, Delivery note and own an official stamp.

### TO BE COMPLETED BY THE SUPPLIER

I, the undersigned, **Name of owner** representing certify having read and understood the rules hereto.

On behalf of the **company** for which I act, accept the terms of HI Best Business Practices and undertake to achieve the best performance should the contract be attributed to

I the undersigned, certify that **company name** has not been involve and will take all necessary steps not to be involved in or supply material support or any other resource to individuals or entities that commit, attempt to commit, recommend, facilitate or participate in fraud, active or indirect corruption, collusion, coercive practices, involvement in criminal organisation or any other illegal activity or that do not respect Human Rights or basic social rights and minimum work conditions as defined by the International Labour Organisation (ILO), in particular regarding child labour, discrimination, freedom of association, respect of the minimum wage, slave labour issues and compliance with work conditions and hygiene.

Finally, I hereby certify that **company name** is not involved in any current legal action or court proceedings as plaintiff or defendant, in its own name or on behalf of any other entity, for actions relating to fraud, corruption or any illegal activity and has never been found guilty of such practices.

Name:

Position:

Date:



Signature & Stamp :

## Appendix : E

### CHILD PROTECTION POLICY

#### 1. Introduction

##### 1.1 Why this Child Protection Policy?

It is the duty of Humanity & Inclusion (HI) to protect all children participating in or impacted by its activities. In its mandate, a special focus is placed on children with disabilities or in situations of extreme vulnerability (minorities, refugees), who have the same rights as other children. However, they may be more vulnerable because of the various forms of discrimination, abuse, neglect or isolation they are often subjected to. In many countries, they are not empowered or respected and have very few life prospects.

HI promotes the right of children with disabilities and children discriminated to develop their full potential, attend, have their say and take part in mainstream society. HI considers that children with disabilities have the right to protection and to live and prosper within their own family and community.

##### 1.2 Scope of application

Everyone working with children has a basic duty of attention toward them. HI as an institution and all those working with HI must recognise the risks to children and assume responsibility for, assume responsibility for protecting them from abuse and exploitation, conduct themselves with professionalism and integrity at all times, and act in the best interests of the child at all times.

This policy aims at protecting children from any abuse or maltreatment committed intentionally or not towards them. It applies to HI as an institution as well as to any person collaborating with HI, and notably persons having signed a permanent or fixed-term employment contract with HI, family members accompanying international staff,; trustees, HI board members; interns; volunteers; guests on the premises or on programs; provider organizations and partner organizations. This policy applies to all situations, professional or otherwise, during and outside working hours. It is HI's responsibility to ensure that everyone is informed of the existence and content of this child protection policy. Broader child protection issues arising outside the organization will be dealt with through HI's program and project activities.

This update of HI's Child Protection Policy was approved by the Directorate in September 2021.

#### 2. Definitions

##### 2.1 Child

A child is defined as a person below the age of 18.



## **2.2 Child Abuse**

Child abuse is a general term covering all forms of physical and/or emotional ill-treatment. Including: sexual abuse, neglect or exploitation resulting in actual or potential harm to the child's health, survival, development or dignity in the context of a relationship of responsibility, trust or power.

## **2.3 Physical Abuse**

It refers to an actual or alleged physical abuse, or failure to prevent physical abuse or suffering of a child.

## **2.4 Emotional Abuse**

The notion of emotional abuse includes verbal abuse, any form of discrimination which includes racism, discrimination and psychological maltreatment. It refers to the actual or likely adverse effects on the emotional and behavioral development of a child caused by persistent or severe emotional ill-treatment or rejection.

## **2.5 Sexual Abuse**

Sexual abuse refers to any physical intrusion of a sexual nature committed by force, coercion or unequal relationship, or the threat of such intrusion.

## **2.6 Neglect**

Neglect refers to any act of omission or failure to provide, whether deliberate or otherwise, that compromises the health, security and development of a child, with due consideration to context, resources and circumstances. It refers to the on-going incapacity to satisfy the basic physical and/or psychological needs of the child resulting in a high risk of serious physical and cognitive disorder.

## **2.7 Child Labor**

Child labor is regulated by such instruments as the International Labor Organization's Minimum Age Convention (N° 138) which sets the following age - limits:

- The minimum age for admission to employment shall not be less than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years.
- The minimum age for admission to any type of employment or work which by its nature or the circumstances in which it is carried out is likely to jeopardize the health safety or moral of young persons, shall not be less than 18 years.
- This age-limit may be reduced to 16 years, on condition that the health, safety and morals of the young person concerned are fully protected and that young persons have received adequate specific instruction or vocational training.

In HI's Child Protection policy, child labour refers to the employment and work of children below the age of 15.

HI is extremely vigilant with regard to this age limit in order, amongst other things, to preserve children's access to schooling and vocational training. Furthermore, and with due regard to national legislation, HI is careful to employ people over the age of 18 and



encourages all those working in collaboration with HI to do likewise. The non-respect of these rules can lead to managerial sanctions

## **2.8 Participation of children to light duties**

This refers to children's participation in economic activity that does not negatively affect their health and development or interfere with their education. No economic activity is allowed for children under 12. (International Labor Organization, Convention 138).

## **3. Statement : Prevention of abuses**

### **3.1 General Principles**

HI commits to a set of principles that derive from the United Nations Convention on the Rights of the Child and its optional protocols:

- All children have equal rights to protection from abuse and exploitation; Everyone has a responsibility to protect and support children and to always act in the best interests of the child.
- Organizations have a duty to protect the children they encounter when implementing their activities. They must take all necessary steps to provide the children with the care and support they need and contribute towards a protective environment.
- Children are actresses and actors in their own protection and development, which does not exempt parents and educators from their responsibilities.

HI is committed to the protection and promotion of children's rights and reaffirms its policy of zero tolerance of any form of child abuse. Our Code of Conduct sets for the "expected behaviors and practices constituting the organization's minimum standards and actions to never carry out and sanctionable".

See Code of Conduct: Integrity, Abuse Prevention and Protection of People

HI encourages the creation of dedicated spaces where children on the programme can raise safeguarding issues.

### **3.2 Awareness**

HI undertakes to raise the awareness of all those with whom it is in collaboration (see point 1 of this policy) and to ensure their understanding of the principles and provisions of this policy, as well as of the whistleblowing and monitoring procedures in place. Awareness-raising will notably include:

Information for the above-mentioned persons on:

- o The United Nations Convention on the Rights of the Child (1989) and its optional protocols which constitute the frame of reference of our child protection policy. These texts can be consulted on HI's intranet.
- o HI's guidelines on the use of social networks by its employees specifying in particular that the use of any images must be subject to the consent of the children, their families and communities, respecting their dignity concerned.

See the Social network policy: Guidelines for the use of social media by HI employees and volunteers

- o Strict prohibition of owning or consulting child pornographic material.



Specific awareness-raising of the following:

- o Children with disabilities have the same rights as other children and must be treated with dignity, respect, sensitivity and equity.
- o Gender-related vulnerabilities with regard to child protection.
- o Community-based programs contribute to HI's commitments by helping to ensure that children with disabilities and also discriminated children have access to education, are not victims of forced labor and are given a voice

### **3.3 Prevention**

During the implementation of HI's activities, evaluations of the risks covered by this policy will be conducted as required. A risk mitigation strategy including safeguarding measures has been developed and integrated into the implementation of activities involving or having an impact on children so that the risk for children is minimized and the commitment to "Do No Harm" is respected.

HI undertakes to include these safeguarding measures in its communication with its partners, with an emphasis on children with disabilities and children who face a lot of discrimination because of their vulnerability. HI ensures that its partners incorporate the notion of "Do No Harm" in their interventions.

## **4. Implementation & Procedures**

### **4.1 Recruitment, selection, induction period**

Before starting work with HI, each candidate shall undertake a secured recruitment process and submit to background checks.

Anyone having signed a permanent or fixed-term employment contract with HI, accompanying family members, trustees, consultants, as well as interns, international volunteers and voluntary workers engaged by HI shall be informed of this child protection policy. HI's Code of Conduct also contains a clause concerning respect for children's right to be protected from abuse.

The employment contract contains a clause stipulating that all employees undertake to comply with this child protection policy.

### **4.2 Whistleblowing alert in case of non - respect of the policy**

In the event that suspicion or denunciation of abuse or neglect are reported, the following procedure applies:

The person who was initially informed of the abuse must:

- directly inform the protection focal point at the location of assignment,
- or the [regional] program director or the country manager,
- or use the professional alert mechanism detailed on the HI internet and intranet sites.

If the abuse has been committed by a [Regional] Program Director / Country Manager, the person concerned shall:

- Either inform the Operations Division Director
- Or use the whistleblowing mechanism consultable on HI's internet and intranet sites.



If the accused person is an employee, he or she shall be immediately suspended until the allegations have been investigated and appropriate measures taken. In other cases, HI shall immediately prohibit access to its premises, materials and activities until the allegations have been investigated and appropriate measures taken. HI shall, if necessary, ask its partners to suspend or remove the person accused until the allegations have been investigated and appropriate measures taken.

Immediate attention will be given to the child and his/her family through direct care or through close follow-up referral to the service.

Disciplinary measures are taken against the HI employee in accordance with the gravity of the misconduct and applicable provisions, notably the law applicable to the contract and internal rules of procedure.

For the same reasons, HI will officially request the partner organization to take appropriate measures with the accused person.

In any case, should a member of its local or international staff be accused, HI shall not obstruct local legislation and shall take all necessary steps to ensure fair judicial proceedings.

Any false, malicious or contemptuous statements made against a person having signed a permanent or fixed-term contract with HI or against family members accompanying international staff, trustees, consultants, interns, voluntary workers or international volunteers, engaged by HI, shall be investigated and the appropriate measures taken, including disciplinary measures.

### **4.3 Confidentiality**

In all matters relating to this policy, the obligation of confidentiality must be respected. Therefore no information provided by children and/or other individuals about any form of child abuse shall be made public without the prior consent of the child /his or her parents / his or her legal guardian tutor and/or the person reporting this abuse. The non-respect of this principle of confidentiality can lead to sanctions.

HI ensures that children (and their families) are protected and will also be kept fully informed at all times of the process underway for handling the incident and of its outcome.

Concerns, allegations or disclosures shall be reported in writing. Reports shall be as precise as possible, giving an exact account of what happened,

how it happened etc. and including the sequence of events and all subsequent actions taken. All reports shall be kept under lock and key and access to them shall be restricted to the [Regional] Programme Director / Country Manager, under HQ supervision (Geographical Division Directors and Human Resources Director). Any transfer of information (either verbal or electronic) shall be done in such a way as to guarantee confidentiality.

Should the allegation concern staff from another organization, the [Regional] Program Director / Country Manager shall decide how to approach the issue with the organization concerned before reporting it to a third party, and with due regard to local legislation.

### **4.4 Procedures with partners**

HI shall not enter into a partnership agreement with organisations whose staff or members are liable to commit acts of abuse against children, as described in section 2 of this policy. Any proven allegations of such practices shall result in the termination of the partnership agreement unless the partner commits to and effectively ensures a radical change in behavior.

## **5. Monitoring / evaluation**

A followed-up on policy and practices are monitored permanently.



The [Regional] Program Director / Country Manager is responsible for information on policy and practice, as well as for monitoring all matters relating to abuse within the HI network and for reporting them to the Safeguarding Policies Officer, Operations Director / Manager and Human Resources Director at HQ.

## **PROTECTION OF BENEFICIARIES FROM SEXUAL EXPLOITATION, ABUSE AND HARASSMENT (PSEAH) POLICY**

### **1. Introduction**

#### **1.1 Why this policy on Protection of beneficiaries from Sexual Exploitation, Abuse and Harassment (PSEAH) ?**

Through this policy, Humanity & Inclusion (HI) expresses its determination to:

- Combat the sexual exploitation, abuse and harassment of children and vulnerable adults benefiting from or impacted by HI's intervention.
- Implement measures to reduce risks on its programmes, whatever the context.

HI reaffirms its policy of zero tolerance of any form of sexual exploitation, abuse or harassment. HI also encourages its staff to consider their actions and the potential consequences of these actions.

This is a revised version of the PSEAH policy, replacing the version published in 2011. It was approved by the Directorate in April 2019.

#### **1.2 Scope of application**

This policy applies to HI as an institution and to all those collaborating with HI, notably people having signed a permanent or fixed-term employment contract with HI, family members accompanying international staff, trustees, consultants, interns, voluntary workers or international volunteers and people invited onto HI's premises or programs, service providers and partners. For all those under HI's responsibility, this PSEAH policy applies to all situations, professional or otherwise, during and outside working hours. It is HI's responsibility to ensure that everyone is informed of the existence and content of this policy.

### **2. Definitions**

#### **Sexist Behavior**

No one shall be subjected to sexist behavior, defined as any behavior

related to a person's sex, which has the purpose or effect of violating their dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment. (Ref : LAW n°2015-994 of 17 August 2015 - art. 20)



## **Sexual Abuse**

Sexual abuse refers to actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

## **Sexual Exploitation**

Sexual exploitation is 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. Any form of intense pressure, even if not repeated, with the actual or perceived goal of obtaining sexual favours, whether for the offender or for a third party, is also considered to be sexual harassment.

### **3. Policy Statement: preventing sexual exploitation, abuse and harassment**

#### **3.1 Article 1**

Sexual exploitation, abuse or harassment of children and vulnerable adults benefiting from or impacted by HI's intervention constitutes inappropriate behavior and shall lead to disciplinary action. Our Code of Conduct sets forth the "expected behaviors and practices constituting the organization's minimum standards and actions to be avoided".

See Code of Conduct: Integrity Prevention of abuses and Safeguarding

#### **3.2 Article 2**

Recognising the existence of factors of exclusion and inequality that are more marked in certain population groups, HI is committed, in the context of the application of this policy, to paying particular attention to the risks of abuse of children, men and women with disabilities, the elderly or victims of racism.

#### **3.3 Article 3**

Sexual activity with persons under the age of 18 is prohibited regardless of the age of majority or age of consent locally<sup>4</sup>. Mistaken belief in the age of a person is not considered a defense.

#### **3.4 Article 4**

Exchange of money, employment, goods, services or any type of assistance for sexual favors are prohibited

#### **3.5 Article 5**

The relationship between a person collaborating with HI, as defined in point 1 of this policy, and the beneficiaries of assistance is based, by definition, on an unequal power relationship. Thus, sexual relations between the above-mentioned persons and adult beneficiaries are formally forbidden, as they are likely to undermine the credibility and integrity of the action carried out by HI.

#### **3.6 Article 6**

HI undertakes to ensure that all its collaborators as defined in point 1 of this policy understand the principles and provisions of this policy, as well as its whistleblowing and monitoring procedures with regard to given activities and contexts. Risk reduction strategy must be a matter of constant concern.

#### **3.7 Article 7**





All persons working with HI, as defined in point 1 of this policy, and in particular managers at all levels, have an obligation to create and maintain an environment free of gender-based violence. These managers are responsible for preventing sexual exploitation, abuse or harassment.

The fight against the culture of complacency and impunity requires a constant effort. Managers, in particular, must be aware of, and enforce this protection policy and be proactive in supervising their teams.

All persons working with HI, as defined in point 1 of this policy, must consider the risks of gender-based violence, sexual exploitation, abuse and harassment in the given activities and context.

### **3.8 Article 8**

HI is committed to providing assistance to whistleblowers who report conduct contrary to this policy, as well as specific assistance and support to victims of sexual exploitation, abuse or harassment perpetrated by a person working with HI, as defined in point 1 of this policy.

Victims will be informed of that those responsible for acts of exploitation, abuse or harassment remain fully responsible for their acts, even if assisted by HI on the grounds of the presumption of innocence.

When a conflict of interest exists between the victim and another involved person, the desires of the victim shall take priority when handling the case, especially where there is a risk of further physical and/or emotional ill-treatment.

## **4. Implementation & Procedures**

### **4.1 Recruitment, selection, induction period**

HI implements secure recruitment for its employees; this includes information on values and safeguarding principles in job advertisements; specific questions during interviews; reference checks with previous employers; and a request for criminal records for the most sensitive positions.

Before starting work for HI, each candidate must pass all stages of this secure recruitment process.

All persons holding an employment contract with HI (temporary or permanent), HI board members, consultants, interns, volunteers or volunteers engaged by HI are informed of this PEHS policy. HI's code of conduct and internal rules also contain clauses regarding protection from sexual exploitation, abuse and harassment.

The employment contracts contain a clause stipulating that the employees commit themselves to respect the PEHS policy in particular.

### **4.2 Alert procedure in case of non – compliance with the policy (whistleblowing mechanism)**

When suspicions or reports of gender-based conduct, sexual exploitation, abuse or harassment are made, the procedure is as follows.

The person who initially became aware of the sexual exploitation, abuse or harassment shall:

- either inform the on-site Safeguarding Policies Officer,
- or the [regional] program director or the country manager,
- or use the professional alert mechanism (whistleblowing), details of which are available on the HI internet and intranet sites.



If the sexual exploitation, abuse or harassment has been committed by a [Regional] Program Director / Country Manager, the person concerned shall:

- either inform the Operations Division Director,
- or use the whistleblowing mechanism consultable on HI's internet and intranet sites.

In concrete term, any concerns or suspicions should be reported in good faith, but no attempts should be made to investigate further in order to obtain proof or establish a report. It is prohibited to take sanctions against anyone reporting an incident in accordance with adapted procedures.

If the person accused is an employee, he or she shall be immediately suspended until the allegations have been investigated and appropriate measures taken. In other cases, HI shall immediately prohibit access to its premises, materials and activities until the allegations have been investigated and appropriate measures taken. HI shall, if necessary, ask its partners to suspend or remove the suspected person until the allegations have been investigated and appropriate measures taken.

Disciplinary measures shall be taken against the HI employee in accordance with the gravity of the misconduct and applicable provisions, notably the law applicable to the contract and internal rules of procedure.

For the same reasons, HI shall officially request the partner's organization to take appropriate measures with the accused person.

In any case, should a member of its local or international staff be accused, HI shall not obstruct local legislation and shall take all necessary steps to ensure fair judicial proceedings.

Any false, malicious or contemptuous statements made against a person having signed (a permanent or fixed-term contract) with HI, or against accompanying family members, trustees, consultants, interns, international volunteers or voluntary workers engaged by HI, shall be investigated and the appropriate measures taken, including disciplinary measures.

#### **4.3 Confidentiality**

In all matters relating to this policy, the obligation of confidentiality must be respected. Therefore no information provided by children and/or other individuals about any form of sexual exploitation, abuse or harassment shall be made public without the prior consent of the child / his or her parents / his or her legal guardian and/ or the person reporting the incident.

Victims / Survivors and whistle-blowers must be kept fully informed at all times of the process underway for handling the incident and of its outcome.

All concerns, allegations or disclosures shall be reported in writing. Reports shall be as precise as possible, giving an exact account of what happened, how it happened etc. and including the sequence of events and all subsequent actions taken. All reports shall be kept under lock and key and access to them shall be restricted to the [Regional] Programme Manager / Director / Country Manager, under HQ supervision (Geographical Division Directors and Human Resources Director / Manager). Any transfer of information (either verbal or electronic) shall be done in such a way as to guarantee its confidentiality.

Should the allegation concern staff from another organisation, the [Regional] Programme Director / Country Manager shall decide how to approach the issue with the organisation concerned before reporting it to a third party, and with due regard to local legislation.

#### **4.4 Procedures with partners**

HI shall not enter into a partnership agreement with organisations whose staff or members are liable to commit acts of sexual exploitation, abuse or harassment against beneficiaries, as described in section 2 of this policy.



Any proven allegations of such practices shall result in HI's termination of the partnership agreement unless the partner commits to and effectively ensures a radical change in behaviour.

## **5. Monitoring / evaluation**

Policy and practices are monitored permanently.

The [Regional] Programme Director / Country Manager is responsible for information on policy and practice, as well as for monitoring all matters relating to abuse within the HI network and for reporting them to the Safeguarding Policies Officer, Operations Director / Managers and Human Resources Director at HQ.

# **Anti-fraud, Bribery and Corruption policy**

## **1. Fraud, bribery and corruption: Obstructions to international aid**

### **1.1 Definition of fraud, bribery and corruption**

When implementing its mission and activities, Humanity & Inclusion (HI) must guard against the misappropriation of its financial or material resources, and

in particular against the risk of fraud, bribery and corruption.

Fraud pertains to acts which aim to obtain an undue material or moral advantage by deliberately circumventing internal rules, contract rules or laws

to the detriment of HI or a third party: individuals, communities, organisations, corporations or institutions.

Bribery and corruption, associated with other non-ethical conduct, cover a range of practices including:

- conflicts of interest;
- fraudulent commissions;
- illicit gifts and invitations;
- extortion, theft or misappropriation of materials or funds;
- facilitation payments;
- money laundering. as well as



- abuse of power;
- nepotism and favouritism.

Whilst fraud may be committed unilaterally by an individual or group of individuals, bribery requires a form of transaction with compensation in the form of a financial payment, payment in kind, or other advantage. Cases of bribery may therefore include the acts of soliciting, promising, offering, giving or accepting an undue pecuniary or other advantage, affecting the proper performance of duties and constituting an act that is legally and ethically reprehensible.

## **1.2 Their impact**

### **1.2.1**

Fraud and various forms of bribery and corruption are a world-wide phenomenon found in all sectors of society. They pose serious problems for international cooperation programmes, whether multilateral or bilateral and in both development and humanitarian aid settings.

### **1.2.2**

Fighting fraud, bribery and corruption at national and international levels

is primarily the responsibility of local and international authorities, including international cooperation agencies and donors.

### **1.2.3**

Conscious of the risks and issues affecting their resources, image,

interventions and the effectiveness of their actions in support their beneficiaries, non-governmental organisations must tackle these phenomena at their level.

## **2. Humanity & Inclusion and the fight against fraud, bribery, and corruption**

### **2.1**

#### **Principles Preamble**

In application of a principle of “zero tolerance”, context-appropriate actions will be taken in response to any suspected or confirmed incidents.



### 2.1.1

HI will not tolerate any form of fraud, bribery or corruption in the conduct of its activities and has introduced measures to reduce the risks and consequences.

of political violence or armed conflict, HI will increase its vigilance to prevent its programmes' resources from being misappropriated or instrumentalised to the benefit of armed groups or military forces, regardless of their status or motivations.

### 2.1.2

HI's anti-fraud, bribery and corruption measures are adapted to the different categories of prejudice that acts of fraud and bribery cause:

- first and foremost to its staff;
- to the beneficiaries of its projects (should access to services or assistance be reduced or disrupted);
- and to the organisation and financial equilibrium of its programmes.

### 2.1.3

• Assuming its responsibilities as a At the operational level, in situations non-governmental organisation engaged in international action;

• Concerned by the professional ethics in this sector;

• Working continuously to ensure that best practices are applied

to its operations and activities;

HI takes all possible measures to prevent the risk of misappropriation, inappropriate use of, or loss of the resources entrusted to it for the implementation of its missions.

### 2.1.4

HI will not tolerate any form of influence-peddling with local, national or international public authorities or with private bodies, whatever the country and activity concerned.

### 2.1.5

HI cannot carry the whole burden and responsibility for preventing and



combating fraud, bribery and corruption in the environment in which it operates. However, with regard to its own activities, it will take all appropriate measures in accordance with its prerogatives and means, with priority given to the personal safety and security of its staff.

#### **2.1.6**

Furthermore, in its efforts to fight fraud, bribery and corruption, HI will take care not to encourage a climate of suspicion and mistrust.

### **2.2 A pragmatic approach**

#### **2.2.1**

HI adopts a pragmatic approach to preventing and fighting fraud, bribery and corruption, based on an analysis which takes into account:

- risks specific to each of the countries in which HI works or has offices;
- risks inherent in each function/ profession exercised by its staff;
- risks related to each sector of activity in its intervention setting.

#### **2.2.2**

These risks are monitored using internal tools and mechanisms which cross-reference data published by specialised bodies (such as Transparency International) with incidents recorded by HI's own services 1.

#### **2.2.3**

This risk monitoring enables HI to focus its anti-fraud, bribery and corruption actions on those countries, staff and beneficiaries most exposed to the risk of such incidents. Priorities are then determined according to the size of

the budget, the value of the resources invested per country, programme and activity and the level of reputational risk.

#### **2.2.4**

HI's anti-fraud, bribery and corruption measures 2 cover:

- staff recruitment and training,
- project development,
- risk assessment,



- management and internal control,
- handling reported and confirmed cases,
- and collaboration with other organisations in this domain.

1. Existing and future tools will be regularly adjusted to the needs and reality of the situation.

2. These anti-fraud, bribery and corruption measures may overlap with other of HI's policies and provisions, such as the Protection of beneficiaries from sexual exploitation, abuse and harassment (October 2011, Updated version in 2019), and the Logistics management, HI policy, 2018.

### **2.2.5**

These measures are monitored and evaluated by in-house bodies which will apply all necessary corrective measures in a timely manner and ensure any necessary support, or even protection, for anyone who connected with the exposure of reprehensible acts.

## **2.3 Scope of the policy**

### **2.3.1**

Members and staff

This policy and its provisions apply, after any necessary adaptations, to:

- HI's permanent members and staff whatever their status (trustees, employees and volunteers);

### **2.3.2**

Operating partners (organisations and institutions)

HI will take all the measures required by this policy with regard to information, risk management, support and monitoring in its relations with its operating partners which, while not acting on HI's behalf, interact with it within the framework of a partnership agreement.

### **2.3.3**

Companies and suppliers

HI will take all the necessary information and risk management measures with its suppliers, as provided for in the contract signed with these suppliers.

### **2.3.4**

intermediary body employed by HI and acting on its behalf.

Consequently, HI ensures that they are aware of the existence of this policy and its implications.



#### Potential sanctions

In the event of non-compliance with the provisions set forth in this policy, and depending on the gravity of the situation, HI reserves the right to take

disciplinary measures, impose penalties, terminate contracts and take legal action with regard to those individuals or organisations found to be responsible of wrongdoing.

Notably, acceptance of the conditions in HI's guidelines on good commercial practices for companies submitting a tender.

### **3. Anti-fraud, bribery and corruption measures**

Responsibility for the implementation of this policy, via the mobilisation of staff and the application of measures for preventing and fighting fraud, bribery and corruption lies primarily with the managers at head office, in the different entities of the HI Organisation and on its programmes.

#### **3.1 Promoting an anti-fraud, bribery and corruption culture**

##### **3.1.1**

HI's statutes, mission and strategy, as well as its operating rules and internal control procedures, reinforced by this anti-fraud, bribery and corruption policy are the main reference documents for HI members.

##### **3.1.2**

HI regularly delivers awareness-raising, training and information initiatives for its members and personnel at the Head Offices of the entities in the HI network, and on its field operation countries.

##### **3.1.3**

In particular, HI makes constant efforts to sensitive managers and supervisors in order to avoid any potential or actual conflict of interest between their private interests and those of HI.

N.B.: For awareness-raising and training materials and documents presenting the deontological commitments of members of HI, see the list of Guidelines on risk management, internal control and auditing.

#### **3.2 Anticipation, dissuasion and detection**

HI's managers at all levels are responsible for guaranteeing management practices that effectively limit opportunities to commit acts of fraud or bribery. They are specifically responsible for identifying the type and level of risk to which our activities and resources are exposed and also have managerial responsibility for internal control.

They are advised on these matters by the support services specialized in these areas.





### **3.3 Reporting suspected cases**

#### **3.3.1**

HI's members and personnel are required to report any suspected cases of fraud, bribery or corruption, and may do so safely and confidentially in accordance with the organisation's guidelines on reporting and whistleblowing. These conditions notably set out forth the protection offered to people using the whistleblowing mechanism.

#### **3.3.2**

Reporting systems adapted to the different situations encountered are also made available to beneficiaries, partner

N.B.: For response and handling modalities, see the list of Guidelines on risk management, internal control and auditing.

### **3.4 Reacting to reported cases and handling confirmed cases**

Managers are provided with specific guidelines for use when investigating or handling cases of fraud, bribery or corruption. This handbook is for the sole use of management staff or other

qualified persons tasked with processing these cases.

### **3.5 Reporting and learning from experience**

All cases dealt with are recorded and a report is drawn up for the purposes of analysis. These reports are available for use, by the appropriate divisions

within the organisation and by relevant bodies such as the Risk Management Committee and the Audit Committee.

### **3.6 Controls and audits organisations and suppliers.**

N.B.: For reporting and whistleblowing mechanisms see HI's Institutional Directive on Reporting suspicions on fraud and abuse.

#### **3.6.1**



The implementation of checks and verification measures by managers are an integral part of their internal control responsibilities. These measures are decided as part of each division's internal planning process.

### **3.6.2**

Furthermore, internal audits are decided by the federal management bodies in one of three ways:

- as part of the annual audit plan
- chosen randomly
- organised in response to an alert.

### **3.6.3**

The reports and recommendations are analysed with a view to assisting the entities audited and, more generally the organisation as a whole.

N.B.: For internal control and audit mechanisms, see the list of Guidelines on risk management, internal control and auditing.

## **4. Policy implementation and monitoring**

To assist its personnel with the implementation and monitoring of this policy, HI has put a number of coordination mechanisms and initiatives in place.

### **4.1 Engagement by senior management**

This policy will be coordinated, monitored, assessed and updated at the most senior levels of the organisation: Executive Division and the Directorate by delegation of authority from the Board of Trustees.

The policy and its implementation will be overseen by an Audit Committee reporting to the Board of Trustees.

### **4.2 General mobilisation**

Policy coordination requires the mobilisation of all entities and divisions involved in:

- carrying out risk evaluation and internal controls
- implementing and managing programmes and support services
- coordinating and enforcing the different anti-fraud, bribery and corruption measures
- managing risk monitoring tools and

incidents relating to cases of fraud, bribery or corruption

- introducing measures to support,



guide, and ensure HI's personnel are capable of dealing with issues relating to fraud, bribery and corruption control within the framework established by the organisation.

#### **5. Validation and dissemination of this policy**

This version of the anti-fraud, bribery and corruption policy cancels and replaces the version adopted in 2012 and the revised version in 2014.

This document is for use by HI's federal network, Federation and national associations, in its head office services and in the field.

It is not for public distribution, but may be communicated to bodies and institutions in accordance with the information and management measures set out in the chapter "2.3: Scope of this policy."