**RFP-PA-SDN-PR007**

**AND BIDDING DOCUMENTS**

**FOR EXTERNAL SECURITY SERVICES**

**Project/Program Title: Provisions of unarmed security services for Practical Action Sudan Offices.**

**Position Title/Services description:** Unarmed Security Services

**Duration of Contract:** One Year

**Duty Station**: Khartoum, El Fasher, Kabkabiea, Kassala, Damazine

**Supervisor:** Security Focal Point/Field area Coord.

1. **Background:**

Practical Action is an international development organization that puts ingenious ideas to work so people in poverty can change their world. We have office in the UK, Africa, Asia and Latin America. In Sudan, Practical Action registered since 1992, working in Blue Nile, East Sudan and North Darfur. We work under 3 change ambitions (Farming that works, Energy that transforms and Cities fit for people).

Practical Action is dedicated toward assuring the safety and security of staff and properties, which are key factors for providing a sustainable environment, and assuring smooth running of our work towards the communities we serve.

The Security Risk Management (SRM) in Practical Action Sudan all offices should apply the provision of unarmed security guard services. Accordingly, Practical Action Sudan is seeking for the unarmed security guard services for all the offices, in Sudan . The service provider should proof existence and operation in our five locations, which are: Khartoum, Kassala, Elfashir, Kabkabiya and Damazine.

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1. **Purpose of Assignment:** To procure round-the-clock professional security services to provide protection to **Practical Action Sudan** employees, office facilities, property and equipment from damage or loss from theft, violent attack, riots, mobs, fire hazards etc.
2. **Basic objectives of contractor services the** primary objective of the security services is to provide protection to **Practical Action Sudan** personnel and employees. The Guards will also protect **Practical Action Sudan** offices and equipment from damage or loss from theft, attack, or unauthorized access. The security services provide the first line of defense and an early warning signal for **Practical Action Sudan**.
3. **Instructions and bidding documents:** Interested suppliers should submit their applications in two separate envelops :

* **Envelop 1** (technical offer and all bidding documents, terms and conditions, PA policies , terms and conditions, acknowledgment, DD assessment tools). Please fill sign and stamp all pages as required.

**-Envelope2:** which should include (Unit and Total cost, VAT%, equipment cost, Operational Cost).

**The responsibilities include:** Pending agreement with Practical Action, the selected service provider should include but not limit to the following:

1. The provision of all necessary Security Equipment including compatible handheld communications; b. Ensure active company management of the contract and liaison with **Practical Action Sudan** Field Security Officer at Khartoum Office level.
2. Prevention of unauthorized entry and access to the **Practical Action Sudan** offices in all locations in Sudan including Darfur.
3. Protection of office properties against natural and man-made disaster;
4. Protection of office property against theft, intrusion and fire hazards;
5. Implementation of the pre-identified procedures during emergency situations;
6. Maintaining confidentiality on all issues and matters related to **Practical Action Sudan**, their personnel, and dependents.
7. Providing written & verbal reports in incidents both in English & Arabic in a timely manner.
8. Providing security services for all required locations (Khartoum, Kassala, Elfashir, Kabkabiya and Damazin). See Annex (1) for details on each building.
9. Security guards put 24 hours all year long including public holidays.
10. Close follow up and strong supervision of the assigned security individuals.
11. The onboard guards are to be presentable, as they will be acting as a reflection to the organization and the frontline to Practical Action’s visitors.
12. Clear fair shifting system for the security induvial.
13. Orientation and induction of the security individuals on the building safety and the shifting handover process.
14. Orientation and induction of the security individuals on the important of visitors screening and filtering.
15. Orientation and induction to security individuals on the importance and safety of Practical Action’s assets and the compliance to Practical Action’s Safety and Security Policies.
16. Avoidance of usage of Practical Action assets and/or equipment with clear penalties for those violating or preaching the terms of references.

**DETAILS OF RESPONSIBILITIES Access Control**

1. The **Practical Action Sudan** offices will be access-controlled areas. The contractor's security personnel will be unarmed and tasked to prevent unauthorized personnel or vehicular entry into the respective controlled areas. The duties and responsibilities of the Contractor's Security Guards will be detailed in "Duties and Responsibilities" as required at the premises being guarded and will form part of the Scope of Work.
2. the service provider personnel shall be tasked to monitor, on a 24/7 basis, the Closed-Circuit Television (CCTV) system to prevent breach to the perimeter of the facilities and to report any suspicious acts in timely manner.
3. All staff with a valid **Practical Action Sudan** ID card will be allowed instant access to the respective **Practical Action Sudan** facilities
4. At each point of entry, the contractor shall maintain a "Visitors' Book" for non- **Practical Action Sudan** personnel visiting the premise for official or social purposes. Their ID should be maintained by the guards during the duration of the visit and the **Practical Action Sudan** staff recipient should inform the security guards by phone, or on foot that she/he has a visitor. No non- **Practical Action Sudan** visitors are allowed access into an **Practical Action Sudan** facility without the authorization of the respective **Practical Action Sudan** staff member.
5. Separate Register for any young people below 18 Years children and kids accessing the office during 24 hours.
6. All vehicles will be subjected to random IED checks underneath the vehicle.
7. The Contractor may be required to maintain pedestrian and/or vehicular traffic records at selected posts. Any violations are to be immediately reported to the respective **Practical Action Sudan** Security Duty –log Officer.
8. Personnel movement in areas identified by the respective **Practical Action Sudan** as "restricted" shall be closely controlled and monitored. **Practical Action Sudan** may install Access Card Devices for restricted areas at a later date.
9. Daily attendance list of the guards must be provided and presented to the respective **Practical Action Sudan** Security focal point and or Logistics Officer.

**Patrol Duties**: The Contractor shall patrol the contracted installations, i.e. provide physical security of the exterior of all buildings, monitor compound fence lines and protect **Practical Action Sudan** equipment using continuous roving patrol guards.

**Unauthorized Removal of Property:** At each point of entry/exit, the contractor shall prevent the unauthorized removal of any equipment belonging to the organization. This will entail a visual, nondestructive, and non-invasive search of vehicles entering and exiting the **Practical Action Sudan** Offices Premises, as well as a search of hand-carried items. **Practical Action Sudan** material and package passes are to be employed for the carriage of authorized equipment. A copy of this pass will be collected by the contractor's security personnel from the driver/pedestrian at the point of entry and submitted to the respective **Practical Action Sudan** Security Duty Officer and or Logistics Officer along with the Daily Occurrence Book (DOB) for that shift.

**Third party liability:**  The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and other liability insurance to cover its employees, agents, servants, and subcontractors performing work or services in connection with this Contract. The Contractor shall provide and thereafter maintain third party liability insurance in an adequate amount for personal injury or death, or loss of, or damage to, property arising from the acts or omissions of the Contractor, its agents, employees or subcontractors performing work or services in connection with this Contract, including the operation of any vehicles or other equipment, or the use of firearms.

**SCOPE OF SERVICES**

a. Providing round-the-clock experienced security guards and supervisors to the locations mentioned on the tender document as may be required during the contract period. However, it must be noted that the **Practical Action Sudan** operational locations can be expanded or contracted due to many reasons. Hence, the service provider is expected to be flexible to accommodate such circumstances. Please note the following:

* At least 1 Supervisor is required for a given location.
* One guard must be a female & with demonstrated competency in spoken English.
* Female guard not required during weekend or during night shift.
* Female Guard should leave office end of working hours of **Practical Action Sudan** and should not hanged behind after **Practical Action Sudan** staff left offices.

b. Guards Roster must be fixed and approved by the **Practical Action Sudan** Security Focal Point, any changes, adjustment; replacement has to be approved by the Security Focal Point.

c. Develop and implement operating procedures, specific for each location, which provides optimal protection and monitoring of the requisite security operations;

d. Develop and implement pre-deployment and refresher training, specific to **Practical Action Sudan** requirements, for all personnel assigned to and supporting duties;

e. Develop and implement a specific recruitment selection and assignment policies and procedures for personnel who will be assigned to provide service for **Practical Action Sudan** duties;

1. **The company should work in compliance with all polices, terms and conditions of Practical Action.**
2. Excellent security system in place.
3. Capable company to reduce the risk on Practical Action people, property and program.
4. The strong security system provided to Practical Action will be the beginning of long lasting relationship that will reflect greatly to other INGOs operating in the same locations.
5. Regular reports and feedbacks from the security company on any concerns and/or complaints to Practical Action for satisfaction and more improvements.
6. Practical Action Country Office team will provide the full addresses of its five sites in (ElFashir/ Kabkabiya/ Kassala/ Damazine and Khartoum Country Offices) as part of this TOR.
7. Assurance of professionality on both levels Security Company and its provided individual is crucial for the selection and the continuity of the service.
8. Openness to complaints and feedbacks will assure the will reflect highly in the security company’s relationship with Practical Action.

**OPERATING PROCEDURES**

**Operating procedures should include and not be limited to:**

a. Access Control and use of access control equipment.

b. Use and control of equipment supplied by the security services institution to its personnel and to **Practical Action Sudan** facilities;

c. Maintenance and review of post logs;

d. Preparation, submission, review of and action on incident reports

e. Interaction, at **Practical Action Sudan** premises and residences, with **Practical Action Sudan** staff and dependents

f. Interaction, at **Practical Action Sudan** office premises and residences, with non- **Practical Action Sudan** personnel;

g. Non-violent conflict resolution;

h. Assignment sheets prepared and submitted weekly for review and clearance by the **Practical Action Sudan** Security Focal Point;

i. Management and monitoring of vehicle parking for each location;

j. Procedures and guidelines for all key emergency situations;

k. Procedures for patrolling **Practical Action Sudan** office premises and residences;

l. Processing and monitoring of non- **Practical Action Sudan** visitors to **Practical Action Sudan** office premises and residences;

m. Issuance, management and monitoring of the ID cards;

n. Code of conduct for review and clearance by the respective **Practical Action Sudan** HR and Security Focal Point;

o. Monitoring of Guards and policies and procedures for disciplinary action;

p. Annual medical check-ups evidenced by health certificates issued by a qualified and experienced physician;

q. Annual fitness check-ups evidenced by certificates issued by a qualified and experienced physician.

The check-up should verify that the guard is able to work in all types of weather conditions; to work both day and night for 8 hour shifts; to stand continuously throughout those shifts.

r. Pre-deployment and refresher training;

s. Management meetings with the **Practical Action Sudan** Security Focal Point to discuss issues, and review performance and procedures;

t. Active participation in **Practical Action Sudan** security and safety assurance programs, including reporting on

Hazardous situations and potential security issues.

u. Report any Security Incidents.

**4-Qualification or specialized knowledge/experience/expertise** required for the assignment:

**The Contractor is to provide proof of the following:**

1. must have history in the security industry and at least 5 years of experience in security sphere
2. must provide at least 3 references from previous or current clients.
3. must provide a communication plan to ensure successful management of the contract.
4. must demonstrate a capability to manage their personnel on the ground.
5. must demonstrate that they have an acceptable security-training program and that the personnel offered will have received proper security training.
6. must be properly registered in accordance with Sudan laws and legislation.
7. must ensure that security personnel are given sufficient rest days

**The Contractors Personnel.**

1. Individual Files. The contractor shall maintain personnel files, which include Police background check on all of its personnel assigned to perform under the Contract. These files

shall be maintained by the contractor and are subject to inspection by the **Practical Action Sudan** Security Focal Point or his/her designated representatives at any time.

1. Qualifications. The contractor shall ensure that all its personnel employed and assigned to perform under the Contract meet or exceed the following minimum criteria:

* must be at least 20 years of age;
* ii. be physically able to perform all general patrol duties, functions and activities;
* iii. be free from all communicable diseases;
* iv. be well proportioned, as to height and weight.
* be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;

1. c. The contractor shall conduct pre-hire physical examinations at its own cost and expense, to ensure compliance with the above-mentioned requirements.
2. d. All employees shall be literate in English to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials. Also, they must be capable of understanding oral English and able to communicate in the same language.
3. e. No employee shall have been terminated from any previous employment other than honorable circumstances.
4. f. All employees must possess the capacity to acquire a good working knowledge in all aspects of the position requirements of the contracted security force.

**SKILLS AND COMPETENCIES**

a. Security Guards are required to have the following skills and competencies:

* 2 years (minimum) of experience in protecting office premises (either static, patrol and physical security operations)
* Good health and good physical and mental fitness.
*  Certified knowledge of key phrases in English regarding security issues.
* Basic reading and writing skills.



b. Supervisors are required to have the following skills and competencies:

* 4 years of experience (minimum) in protecting office premises (either static, patrol and physical security operations);
* 4 years of experience (minimum) in supervising security guard;
* Good health and good physical and mental fitness;



* Certified knowledge of oral English, both in communication and comprehension;

**5- Annex to General Terms and Conditions of the Contract:**

a. The Contractor must be licensed and well-established Security Company with experience in the area of physical security in the national or international arena with focus on Security Guard services. Being a member of recognized international security associations is an asset.

b. All personnel to be provided by the contractor for performance of work under this Statement of Work shall be fully qualified as security guards, in accordance with all relevant statues within the **Practical Action Sudan** in Sudan and the Republic of the Sudan.

**6. PERSONAL STANDARDS**

1. The Contractor shall provide all uniform apparel (Jacket, Trousers, Shirt, belt, boots, flash light etc.) and tools and equipment to its personnel to carry-out its role in a satisfactory manner, including but not limited to, (uniforms / trainings / logbooks for daily reports / supervision / proper shifting system / proper handover system / proper terms and conditions) with in motivation in both sites positive and negative to assure the smooth running of system in Place. Uninformed personnel are expected to keep a clean, neat appearance and present a professional bearing. On a duty shift, they shall be cleanly shaven and with their uniform items in good order, clean and properly pressed, with black shoes or boots properly polished. Sport or training shoes are not to be worn.

1. The contractor shall ensure that its personnel are physically capable of standing watch, i.e. not having consumed intoxicants within the previous twelve (12) hours, and are sufficiently rested. Smoking while working is not permitted.
2. The contractor shall ensure that all its personnel are informed of and understand the guard assignments and special instructions.
3. Eyewear. Only conservative prescription eyeglasses may be worn with the uniform. Sunglasses may be worn however those sunglasses that are faddish in style or in color (bright, iridescent, or fluorescent orange, yellow, red, etc.) shall not be worn. Sunglasses or darkly tinted glasses shall not be worn inside the buildings, unless deemed medically necessary by a licensed physician.
4. No lettering, design or colored undergarment shall be visible through the uniform shirt.
5. No visible body piercing or tattoos are permitted.

**Fire Inspections**

1. The Contractor shall train its personnel to identify potentially unsafe conditions, such as fire or explosions and react to their occurrence.
2. Upon detection of fire in the compound, installation or vehicle, the Contractor shall ensure that the compound residents are immediately alerted, the incident reported to the Security Focal point and or logistics Officer, and immediate action is taken to extinguish the fire.
3. The contractor shall ensure that all its security personnel are fully trained in the use of "in-house" fire-fighting equipment and are aware of the actions necessary to minimize damage and expedite fire-fighting assistance, as required. The in-house fire-fighting equipment currently consists of ABC fire extinguishers and 52mm fire hydrants with hoses.
4. The contractor's security personnel shall immediately report all unsafe conditions noted on their patrol routes. These will be recorded in the Daily Occurrence Book at the end of each shift or be dealt with immediately, if required.

**Fire Drills:** While all **Practical Action Sudan** Offices shall include the contractor in fire drills when scheduled, this does not preclude the contractor from conducting its own fire drills to maintain the competency of its personnel. As stated in training requirement below all the contractor's security personnel must have fire prevention and firefighting training before deployment. The contractor shall also ensure that all its security personnel deployed to the contracted work sites are familiar with the fire evacuation plan and execution thereof.

**First Aid:** All the contractor's personnel should hold an internationally recognized first-aid certificate, which includes Cardiopulmonary Resuscitation (CPR). **Practical Action Sudan** shall provide the First-Aid Kits, and the Contractor will be responsible to keep track of the kits periodically and inform the agency of any deficiencies or expired items.

**Coverage:** The contractor shall ensure that all posts are continually staffed throughout the duration of each shift.

**Crime Scene Protection :** The contractor is to immediately report to the **Practical Action Sudan** Security focal point and or Logistics officer any evidence of theft, break-in, fire, vehicle accidents/incidents and any other occurrences affecting organization's personnel and/or property within and including the compound perimeter. The contractor shall immediately mark and secure the scene of such occurrences to prevent unauthorized access prior to the arrival of the investigating officer.

**Standard Operating Procedures.**

The contractor shall be responsible for familiarization and updating with the **Practical Action Sudan** Standard Operating Procedures (SOP's) for the external security functions.

**Emergency Plans.**

The contractor shall be familiar with the respective **Practical Action Sudan** operational plans to meet emergencies, including, but not necessarily limited to, those caused by weather, earthquakes, riots, felonious intrusions, and explosive incidents.

**Records and Reports.**

A summary of required reports is listed below. The contractor may utilize formats or combine reports for efficiency in preparation, insofar as the basic information is provided within the specified timeframe. All administrative files, including details of security personnel on duty at each location at any given time, complaints, incidents, investigations, shift reports, work schedules, equipment inventories, lost and found property, etc., shall be maintained at the **Practical Action Sudan** offices and will be the property of the Agency.

1. Daily Occurrence Book;
2. Visitors' Log
3. Staff Working After Hours Log.
4. Children access Log (if any)

**Performance Meeting.**

Regular performance meeting will be held between the respective Practical Action Field Security Focal Point and or Logistics Officer and the contractor or its senior representative, not less than once per month. Written minutes of the meetings shall be prepared by **Practical Action Sudan** and forwarded to the contractor.

1. **Duration of the Work: Time frame:**

A Long-Term Agreement for provision of Security Services will be issued for duration of 11 month the selected security company will start work as of 1st March 2022 extendable unless terminated by either parties.

1. **Criteria for Selecting the Best Offer**

The below method will be used:

**Interested companies** should **submit two different sealed envelop** as detailed below:

-**Technical proposal**, : **in Envelop 1** : which include but not limited to, Registration certificate, Tax Certificate, Liability insurance for security service, quality of service, technical feedback, company profile and reference check).

-**Financial Proposal** : In Envelope 2: which should include (Unit and Total cost, VAT%, equipment cost, Operational Cost) Please see Finance see the Financial proposal forms attached..

Combined scoring method – where the qualifications and methodology will be weighted of 70% and combined with the price offer with will be weighted a maximum of 30%.

**Practical Action will request the selected security company to read, understand and sign all Practical Action policies attached to this bidding documents including(terms and conditions / sub award policy / acknowledgment / DD Assessment tool for the Supplier Contractors and Service Providers) filled signed stamped and returned to Practical Action, being mandatory requirements by our HQ and Donors prior to any financial commitment.**

**Details of the Practical Action Offices in Sudan**

|  |  |  |  |
| --- | --- | --- | --- |
| Location | Address | No. of Stories | Description |
| Khartoum, Khartoum State. | House No, 91 Block 72. Street 12 Al-Mamoura- KRT South. | B+G+3 | 12 rooms / 9 toilets 4 halls / 3 kitchens |
| Kassala, Kassala State. | Building 913&10 Block 12- first Halanga wasat | G+2 | 12 rooms/10 toilet 5 halls / 1 kitchen |
| Damazin, Blue Nile State. | Building 113, Block 15 | G only | 5 rooms / 3 toilets  1 hall / 1 pantry |
| Elfashir, North Darfur State. | Building 614, Block 7. | G+2 | 16 rooms / 10 toilets 4 halls /2 kitchen |
| Kabkabiya, North Darfur State. | Amirea Center | G only | 5 rooms /4 toilets 3 halls / 1 kitchen |

**سياسات المنظمة الملزمة للطرفين:**

**Annex: 1**

**Practical Action Terms and Conditions for Supply, Service and Works Contracts**

1. **LEGAL STATUS**

The Vendor shall be considered as having the legal status of an independent contractor vis-à-vis PA.

The Vendor, its personnel and sub-contractors shall not be considered in any respect as being the employees of PA.

The Vendor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

1. **SUB-CONTRACTING**

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

1. **OBLIGATIONS**

The Vendor shall neither seek nor accept instructions from any authority external to PA. Vendors may not communicate at any time to any other person, government or authority external to PA any information known to them by reason of their association with PA which has not been made public, except in the course of their duties or by authorization of the PA: nor shall Vendors at any time use such information to private advantage. These obligations do not lapse upon termination/expiration of their agreement with PA.

1. **ACCEPTANCE AND ACKNOWLEDGEMENT**

Initiation of performance under this contract by the vendor shall constitute acceptance of the contract, including all terms and conditions herein contained or otherwise incorporated by reference.

1. **WARRANTY**

The Vendor warrants the goods furnished under this Contract to conform 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 Vendor provides to purchasers. Such guarantees shall apply to the goods subject to this Contract.

1. **INSPECTION**

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

1. **EXPORT LICENCE**

The Contract is subject to the obtaining of any governmental authorization that may be required. It shall be the responsibility of the Vendor to obtain such license or authorization. PA may, at its discretion, use its best endeavors to assist.

1. **OFFICIALS NOT TO BENEFIT**

The Vendor represents and warrants that no official of PA has been, or shall be, offered by the Vendor any direct or indirect benefit arising from this Contract or the award thereof. The Vendor agrees that breach of this provision is breach of an essential term of this Contract.

1. **DEFAULT**

In case of default by the Vendor, including, but not limited to, failure or refusal to make deliveries within the limit specified, PA may procure the goods or services from other sources, and hold the Vendor responsible for any excess cost occasioned thereby. Furthermore, PA may, by written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.

1. **REJECTION**

In the case of goods or services purchased based on specifications or scope of works, PA shall have the right to reject the goods or services or any part thereof if they do not conform to specifications or the scope of works.

1. **AMENDMENTS**

No change in or modification of this Contract shall be made except by prior agreement between the Responsible Buyer in PA in Sudan and the Vendor.

1. **ASSIGNMENTS**

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

1. **ADDENDUM TO PARTNER AGREEMENT**
2. **PURPOSE**
   1. This is an Addendum to Agreement No. \_\_\_\_\_\_\_\_\_\_\_\_ concluded between Practical Action and [NAME OF ORGANISATION], the Partner, which came into force on [date of start of agreement].
   2. This Addendum forms an integral part of the Agreement, including all its other terms and conditions
   3. By signing this Addendum, the Partner agrees to ensure that all its staff, consultants, partners, volunteers and trustee comply with all the terms and conditions included herein and which form part of the original Agreement between Practical Action and the donor and are an integral part of Practical Action’s policies and code of conduct.
3. **PROTECTION OF CHILDREN AND VULNERABLE ADULTS**

Practical Action firmly believes that no person, including children and vulnerable adults, should be subjected to exploitation or abuse at any time. We are committed to ensuring that all our staff, partners, consultants, volunteers and trustees fully abide by our Policy on the Protection of Children and Vulnerable Adults at all times. Within the Partner, this policy applies to all staff, volunteers, consultants, or sub-partners who are involved with this project in any way.

The Partner commits to:

* 1. Fully integrate the Policy within your organisation ensuring that the policy is adopted and procedures and capabilities are developed to prevent the abuse or exploitation of children and vulnerable adults in your work, implement a clear and effective reporting system for any concerns

or incidents of exploitation or abuse and define robust management processes for handling any concerns or incidents, OR

* 1. Confirm to Practical Action that you have your own robust policy on the Protection of Children and Vulnerable Adults, AND
  2. Ensure that any concerns or incidents of exploitation and abuse of children and vulnerable adults related to the project funded by this Agreement are reported to Practical Action within 24 hours of your organisation becoming aware of them and that Practical Action, as the primary recipient of the award, is regularly informed of all actions taken in the response.

The Partner agrees that it will work with Practical Action to take disciplinary actions and to inform authorities, where appropriate. Depending on the outcomes of investigation, the Partner acknowledges that Practical Action will inform the donor and its regulatory body.

1. **COMPLIANCE WITH THE LAW AND REPORTING OBLIGATIONS**

Practical Action is committed to complying with all relevant laws in the UK and in all the countries where it works as well as with meeting its reporting obligations to relevant national and international bodies, including the Charity Commission for England and Wales.

By signing this Addendum, the Partner also commits to compliance with all laws in the country/ies where the work related to this Agreement is being implemented and to meeting its reporting obligations to relevant national and international bodies, including providing Practical Action with all accurate and timely information that enables Practical Action to meet all its reporting obligations.

1. **CONFLICT OF INTEREST**

Neither the Partner, nor any individual employed or contracted by the Partner, shall engage in any business, personal or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement.

1. **FRAUD, CORRUPTION, BRIBERY, THEFT, TERRORIST FINANCING AND OTHER MISUSE OF FUNDS**
   1. Practical Action and the Partner have a zero tolerance approach towards fraud and fraudulent behaviour that may lead to the misuse of funds and will fully co-operate with investigation into

Such events, whether led by Practical Action or the Partner. Practical Action, may, at any time during the term of this arrangement and up to five years after the end of the programme, arrange for additional audits, on-the spot checks and / or inspections to be carried out. These may be carried out by Practical Action, or any of its duly authorised representatives.

* 1. The Partner will comply with Practical Action’s Fraud Detection Policy OR confirm that they will comply with their own Fraud Detection Policy, of similar standard. The Partner commits to investigate suspected fraud and to do so with the utmost confidentiality.
  2. The Partner will immediately and without undue delay inform Practical Action of any event which interferes or threatens to materially interfere with the successful implementation of the project, whether financed in full or in part by this Agreement, including credible suspicion of or actual fraud, bribery, corruption or any other financial irregularity or impropriety.
  3. Practical Action reserves the ability to recover funds that have been subject to a proven fraud and will work with the Partner to do so. The Partner shall not be obliged to cover such funds unless such fraud is proven to be caused by gross negligence or wilful misconduct of the Partner or its staff members. Where serious fraudulent or unethical activity is proven which would significantly affect the successful completion of the Project, Practical Action reserve the ability to suspend or terminate funding with immediate effect in whole or partial, in preference to the standard notice period and irrespective of any contractual requirements.
  4. Consistent with local and international legislations and applicable United Nations Security Council resolutions both Practical Action and the Partner are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of Practical Action to seek to ensure that none of its funds, including funds that are provided by donors, are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, Practical Action and the Partner make themselves aware of, and comply with obligations under the relevant counter terrorist financing legislations.

**ACKNOWLEDGMENT**

This to confirmed that I received the Practical Action Safe Guarding Policy Arabic version and by Signing this acknowledgment I confirmed that I read it, understand it, and aware of any consequences resulting in breaching the mentioned Policy.

I also received the Terms and conditions of Practical action read it and understand it, I also receive the (Due Diligence Questionnaire)-DD Assessment tool will fill and return it back to PA with in all required documents being donor HQ requirements.

**اقرار**

ارجو ان افيدكم باستلامى لسياسة المنظمة النسخة العربية وبالتوقيع ادناه اقر باننى قد قرات محتواها وفهمت ما يترتب على مخالفة هذه السياسة من اجراءات. كما افيدكم باستلامى لشروط المنظمة وقرات محتواها وفهمت ما فيه. كما اقر باستلامى لاستمارة تقييم الشركاء والموردين ومقدمى الخدمات وساقوم بملء الاستمارة وارجاعها للمنظمة مع ارفاق كل المستندات المطلوبة باعتبارها مطلوبات مانحين.

**Name**:**……………………………………………..…........................…………………………………الاسم**

**Signature:………......…………………..…………......................……………….……………….التوقيع**

**Company**:**…………………………………………......................…...................……………..الشركة**

**Stamp**: **الختم.........................................................................................................**

**Date**:**…………………………………………….....................……......................……………..التاريخ**

1. Practical Action Partner

Due Diligence Questionnaire

Practical Action is committed to upholding the highest possible standards and ethics when delivering our work. This includes protecting staff members and the people living in the communities where we work from exploitation and abuse, protecting ourselves and our donors from financial crime, and ensuring compliance with all donor regulations and local / national laws. We expect the organizations and individuals we work with to uphold the same values and commitments.

In order to work with Practical Action, an organization must demonstrate that it has the technical capacity, experience, and ability to perform the assigned work, as well as having sufficient processes and procedures in place to ensure it can deliver the work according to the regulations imposed by both Practical Action and the Source Donor.

As part of Practical Action’s due diligence assessment, we need to ensure that your organization:

* is properly registered with the relevant authorities in your country of operation, and is compliant with national tax requirements;
* has suitable control mechanisms and operational protocols in place to deliver the project activities in line with donor regulations;
* is able to meet Duty of Care obligations to staff, consultants, and people living in the areas where we will work;
* is financially robust and has the necessary policies in place to prevent fraud, financial crime, and terrorist financing

The due diligence assessment is a self-declaration made by you, the potential partner, to provide information regarding your current organizational policies, procedures, registrations, and resources.

It is important that the pre award assessment is completed accurately and truthfully - your organization will not be automatically disqualified from working with Practical Action if you do not have everything in place. Instead, it allows us to identify areas where we may have to share resources in order to comply with the requirements of major institutional donors - while also providing Practical Action with the assurance that your organization is compliant with all applicable laws, rules, and regulations, and acts in accordance with the highest standards of ethics.

In the event that Practical Action issues a subaward to your organization, this declaration should be completed and resubmitted annually ahead of further payments.

When completed, this assessment should be returned to the Practical Action contact point with the relevant supporting documentation. **Please note, failure to complete the assessment will prevent the formation of any bidding agreement and/or may delay the payment of a sub award.**

***FOR DFID CONTRACTS ONLY (delete if not applicable)*** To ascertain the level of compliancy required by your organisation please provide us with the following information

|  |  |  |
| --- | --- | --- |
| Current number of contracts with the UK Government and the total value (in GBP) | *Number* |  |
| *Value (GBP)* |  |

**Part 1: Organisation Details**

|  |  |
| --- | --- |
| **1A: Contact Details for all queries relating to this assessment questionnaire** | |
| Name: |  |
| Email: |  |
| Phone: |  |

|  |  |
| --- | --- |
| **1B: Registration** | |
| Registered Company Name |  |
| Registered Company Number |  |
| Country of Registration |  |
| Date of Registration |  |
| Head Office DUNS number *(if applicable)* |  |
| Registered VAT number *(if applicable)* |  |
| Registered Office Address |  |
| Please indicate your type of organisation |  |
| Ultimate / Parent Company *(if applicable)* |  |
| Name of subsidiary companies *(if applicable)* |  |

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| --- | --- |
| **1C: Governance and Control**  *Please provide the following information for your organisation.* | |
| Name of Managing Director / Chief Executive Officer |  |
| Names of Company Board Member(s) |  |
| Names of Senior Leadership / Management team |  |
| Name of shareholders and percentage of shareholding *(if applicable)* |  |
| Names of Affiliated Organisation(s) (if any) |  |
| Does your organisation have an accounting system in place that will enable Practical Action to readily identify the assets, expenses, cost of goods, and use of funds for any subaward we may provide. | Yes  No |
| Does your organisation have a Quality Assurance (Contract Management) manual, policies, certification and/or systems in place? | Yes  No |
| Does your organisation maintain a formal risk register and monitor mitigation plans? | Yes  No |

|  |  |  |
| --- | --- | --- |
| **1D: Insurance** | | |
| Please confirm whether you have the following insurance cover in place | Professional Indemnity: | Yes  No |
| Public Liability: | Yes  No |
| Employer’s Liability: | Yes  No |
| Travel Insurance: | Yes  No |

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| --- | --- |
| **1E: Duty of Care** *As the lead partner, Practical Action are responsible for ensuring our partners and subcontractors have adequate duty of care provisions in place. Please confirm the following stating ‘Yes’ or ‘No’ with any relevant explanations.* | |
| Does your organisation have travel policy, risk assessment, and emergency procedure in place | Yes  No |
|  |
| Has your organisation got appropriate systems in place to manage an emergency / incident if one arises? | Yes  No |
| *Please provide details below* |
|  | |

|  |  |
| --- | --- |
| **1F: International Aid Transparency Initiative (IATI) -** *delete section for Partners under level 1*  *DFID require organisations receiving funding to comply with the International Aid Transparency Initiative (IATI) standards of transparency for their disbursement of UK aid.* | |
| Is your organisation registered on IATI? | Yes  No |
| *If Yes, please provide reference number* |  |

|  |  |
| --- | --- |
| **1G: Ethical Training** | |
| Do your staff undergo ethical training and annual staff updates (including awareness of modern day slavery and human rights abuses). | Yes  No |
| *If No, please confirm that you will be willing to follow and implement Practical Actions ethical training procedures* | Yes  No |

|  |  |
| --- | --- |
| **1H: Cyber Essentials Scheme -** *delete section for Partners based outside the UK and/or under level 2* | |
| Do you have a system to safeguard the integrity and security of your IT and mobile communication systems in line with the [HMG Cyber Essential Scheme](https://www.cyberessentials.ncsc.gov.uk/) | Yes  No |

**Part 2: Disclosures**

Please complete the below disclosure form with a ‘Yes’ or ‘No’ in the right hand column

|  |  |
| --- | --- |
| **Your organisation must disclose:**  *a) If the organisation or any affiliated companies* | |
| …are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing. | Yes  No |
| …have been convicted of any offence concerning professional misconduct. | Yes  No |
| …has not fulfilled any obligations relating to the payment of social security contributions. | Yes  No |
| …have had any media coverage (including online or print) that could impact the reputation of Practical Action or its clients | Yes  No |
| *If you have replied Yes to any of the above please provide details below:* | |
| *b) If your organisation, affiliated companies or an employee (past and present within the last 10 years) has been convicted of, or are the subject of any proceedings, relating to…* | |
| …participation in criminal organisation. | Yes  No |
| ...corruption including the offence of bribery | Yes  No |
| …fraud including theft, and not fulfilling any obligations relating to payment of taxes. | Yes  No |
| …terrorist offences or offences linked to terrorist activities | Yes  No |
| …money laundering and terrorist financing | Yes  No |
| …child labour and other forms of trafficking in human beings | Yes  No |
| …breach of environmental obligations | Yes  No |
| …breach of social obligations | Yes  No |
| …breach of labour law obligations | Yes  No |
| … are subject of any proceedings, that may be listed by the World Bank in its ‘Listings of Ineligible Firms” or “Listings of Firms, Letters of Reprimand’ posted at or on any similar list maintained by any other donor of development funding, or any contracting authority. | Yes  No |
| *If you have replied Yes to any of the above please provide details below:* | |
| *b) Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 and UN Global Compact Requirements for active participation.* | |
| Are you a relevant commercial organisation as defined by [Section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")](http://www.legislation.gov.uk/ukpga/2015/30/section/54/enacted)? | Yes  No |
| **If yes**, are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?  *Please provide link to URL:* | Yes  No |
|  |
| Is your organisation an active participant of the UN Global Compact?  ***If yes****, please provide link to URL:* | Yes  No |
|  |

**Part 3: Please indicate ‘Yes’ or ‘No’ as to whether your organisation has documented policies and procedures for the following matters.**

|  |  |
| --- | --- |
| Recruitment policy, procedures and/or organisational HR manual incorporating the following:   * Fair recruitment practices * Due diligence and reference assessment * Equal opportunities | Yes  No |
| Quality Assurance policy, procedures and/or certification | Yes  No |
| Duty of Care policy and procedures | Yes  No |
| Finance manual / Protection from Financial Crime policy or equivalent | Yes  No |
| Gifts and hospitality | Yes  No |
| Procurement policy | Yes  No |
| Workforce whistleblowing policy | Yes  No |
| Safeguarding policy | Yes  No |
| Anti-bribery/corruption policy | Yes  No |
| Anti-trafficking/modern day slavery policy | Yes  No |
| Data protection policy | Yes  No |
| Duty of Care/Security policy | Yes  No |
| Environmental policy | Yes  No |
| Identification and management of conflicts of interest | Yes  No |
| Health and Safety | Yes  No |
| Information technology/ data security | Yes  No |
| Risk management | Yes  No |
| Code of conduct | Yes  No |
| If you have answered ‘no’ to any of the above, please provide confirmation that you will comply with Practical Actions applicable policies and procedures. | Yes  No |

**Part 4: Declarations**

This section is to be completed by the CEO or relevant senior member of your management team.

By signing below I confirm that I (*insert name) as the (job title* ) of (*insert organization name*)

* consents to Practical Action running the names of the organizations and individuals listed in section 1C above against international databases as part of our anti-terrorist financing checks
* Confirm that we have adequate processes and systems in place to examine the suitability of sub-contractors to operate on our behalf, and we ensure sufficient oversight of them and their activities to fulfil our contractual obligations.
* Confirm that we are able to provide evidence of due diligence undertaken on our subcontractors if requested, and that we understand Practical Action may conduct spot checks.

I hereby certify that all information contained within this document is true, correct and not misleading in anyway. I understand that the information will be used in the process to assess my organisations suitability to be selected as a partner and I am signing on behalf of my organisation.

Signature: Date:

Name Job Title

**Please provide a copy of the following documents when returning your assessment questionnaire to us**

* Company registration certificate
* Proof of tax registration
* Copy of Audited Accounts for the past 3 years
* Copy of all insurance certificates as listed in section 1D
* Copy of project risk register template
* Cyber essentials certificate (if applicable)
* 2 Past performance certificates / statements of recommendations from previous donors / clients within the past three years
* Copy of the policies/documents listed in Part 3 of this form

**Envelope 2: Financial offer Forms:**

**Financial Proposal: for Envelope 2:** which should include

(Unit and Total cost, VAT%, Equipment cost, Operational Cost,Number of security guards needed per office, Tax Registration. Bank statement or letter from the bank on financial capability)

Any mistake in calculation may lead to eligibility of the bidder.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Office** | **Number of Guards** | **Remarks** | **Unit Price SDG** | **Total Price SDG** |
| Khartoum Offices | 2X24 Hours | One female during day shifts |  |  |
| EL Fasher Office | 2X24 Hours |  |  |  |
| Kabkabiea Office | 2X24 Hours |  |  |  |
| Kassala Office | 2X24 Hours |  |  |  |
| Damazine Office | 2X24 Hours |  |  |  |
| VAT% |  |  |  |  |
| Total |  |  |  |  |

**التكاليف وتفاصيل المورد:**

**المبلغ الكلي بالارقام بالجنيه السودانى :...................................................................................................**

**المبلغ الكلى بالجنيه بالحروف....................................................................................................................**

**اسم الشركة / المورد:..........................................................................................................................**

**العنوان:..........................................................................................................................................**

**اسم من ينوب عن الشركة:....................................................................................................................**

**الوظيفة:.........................................................................................................................................**

**التوقيع:..........................................................................................................................................**

**الختم:............................................................................................................................................**

**البريد الالكترونى:..............................................................................................................................**

**الهاتف:..........................................................................................................................................**