



HUMANITY & INCLUSION

Bangladesh

ICFT for Security Guard Services

Security Guard Services – Yearly Framework Agreement (Dhaka, Ukhiya & Kurigram)



Reference: ICFT REF: B51-DHAK-LOG-2026/01

FD Ref: FD-DHAK-00706

Issue date: Tuesday, 28 October 2026

Deadline: Wednesday, 18 November 2026, 11:59 PM

Pre-bid meeting: Sunday, 08 November 2026, 11:00 AM

Meeting Link: <https://meet.google.com/fso-zjhe-kbi>

Physical: HI Country Office, Gulshan, Dhaka



Purchaser identification

Name: Handicap International – Humanity & Inclusion (legal name: Handicap International Federation)

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

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

Contact details: mn.sakib@hi.org (CC: nmaa.bhuiya@hi.org)

Person in charge of the contract: Logistics Department, Bangladesh Country Office

Website: 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 are 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.

HI has been present in Bangladesh since 1997. It runs a Country Office in Dhaka and operations in Cox's Bazar (Ukhiya – Rohingya and host communities) and Kurigram (host community).



1. Contract description

ICFT REF.: B51-DHAK-LOG-2026/01

The objective of this call for tenders is to establish a Framework Agreement with an established security guard service agency to provide reliable and efficient security guards and their supervisors.

HI is looking for a well-reputed Service Provider that will be accountable and liable for any loss, theft or damage at the posting premises caused by negligence of guard duty, patrol monitoring or the company's rules and systems.

HI requests bids for the following locations, based on HI's main service areas. Bidders shall quote a price for all four locations:

Location	Guards per shift (A + B + C)	Guards on duty per day	Female guards required
Dhaka Country Office	1 + 1 + 2	4	Shift A (if possible)
Ukhiya Office	2 + 1 + 2	5	Shift A (if possible)
Ukhiya Warehouse	2 + 2 + 2	6	–
Kurigram Office	1 + 1 + 1	3	–
Total		18	

HI shall sign a non-exclusive Framework Agreement. The Framework Agreement will have a term of one (1) year, extendable two (2) times by one (1) year upon written agreement between the parties and based on a yearly performance evaluation. HI does not commit to any minimum order volume.

The full service shall be operational on **1 January 2027**.

The prices shall be firm and non-revisable for the duration of the contract, except for the yearly increment on guards' salary described in Appendix A (Terms of Reference, section 8).

Contract execution address: HI Bangladesh Dhaka Country Office, House-3/A, Road-36, Gulshan, Dhaka-1212, Bangladesh.

2. General conditions

- By submitting a bid, bidders accept without restriction all the general and specific conditions outlined in these specifications as the only basis for this service contract procedure, irrespective of their own conditions, which they hereby waive.
- Bidders 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.
- The Service Provider must provide a VAT invoice (Mushak 6.3) with all bills. All taxes shall be calculated and deducted as per Bangladesh Government policy.
- To claim any exemption from Government tax, the Service Provider must submit the authorised document approved by the Bangladesh Government for the service, in the Service Provider's name and showing the valid period of the approval.
- The Service Provider shall submit the revenue stamp with each bill, 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
Tender published	Tuesday, 28 October 2026
Pre-bid meeting (questions may be raised until this date)	Sunday, 08 November 2026, 11:00 AM
Written answers to pre-bid meeting questions shared with all bidders	Monday, 09 November 2026
Bid submission deadline	Wednesday, 18 November 2026, 11:59 PM
Bid opening	Thursday, 19 November 2026, 02:30 PM
Evaluation of bids	Wednesday, 25 November 2026
Physical verification of shortlisted bidders completed	Monday, 30 November 2026
Final evaluation	Thursday, 10 December 2026
Notification of award	Tuesday, 15 December 2026
Signing of Framework Agreement	Monday, 21 December 2026
Guard selection and induction	Tuesday, 29 December 2026
Handover complete	Thursday, 31 December 2026
Go-live	Friday, 01 January 2027

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

A pre-bid meeting will be held on Sunday, 08 November 2026 at 11:00 AM at the HI Country Office, Gulshan, Dhaka.

CLOSING DATE FOR BID SUBMISSION

Your bid must be received, either at the specific address or the email address, no later than Wednesday, 18 November 2026 at 11:59 PM (all dates and times are Bangladesh Standard Time). Bids will be opened on Thursday, 19 November 2026 at 02:30 PM. Failure to submit your bid before the closing date may result in your bid not being considered.

All bids must remain valid and open for consideration for a period of not less than **twelve (12) months** from the closing date.

4. Eligibility and Obligations

Only registered security service agencies (legal entities holding a valid trade license for security guard services) are eligible to apply. Individual persons are not eligible. Certain criteria will also be grounds for excluding applications.

Exclusion criteria:

Applicants or bidders 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 those matters; or they 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 of the country of the contracting authority;
- If they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- If, following another procurement procedure or grant award procedure, 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 bidders 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 bidders 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, any additional documents that HI considers necessary to perform its checks.

Sub-contracting

- Sub-contracting is not authorized for this procurement.

5. Participation procedure

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

1. Appendix A – Terms of Reference (ToR) and Service Provider’s 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 – HI Institutional Policies (Child Protection Policy and PSEAH Policy reproduced; the other policies – Anti-fraud, Bribery and Corruption Policy; HI Strategies Against Money Laundering and Terrorist Financing; Counterterrorism Measures and Regulations; HI Data Protection Statement; Environmental Agenda – are available at www.hi.org/en/institutional-policies)

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

For Administrative Compliance:

- This participation file is signed and stamped on all pages, including the appendixes attached to this file.
- The Service Provider follows the bidding table in Appendix A (Terms of Reference and Service Provider’s Bidding Table) and prices all four locations.
- The mobilisation lead time (days needed to deploy guards after a Purchase Order) is stated in the bidding table.

Documents need to be attached to Tender File

#	Document	Requirement	Tick if attached (✓)
1	Updated copy of valid trade license for security guard services	Mandatory	
2	This participation file and all appendixes, duly completed, dated, stamped and signed (including the filled questionnaire and bidding table)	Mandatory	
3	Copy of the National ID card / passport of the Owner / Proprietor / CEO / Managing Director with address, phone and email contact	Mandatory	
4	Updated copy of valid VAT/BIN and TIN registration certificates in the company’s name	Mandatory	
5	Copy of tax certificate for the last fiscal year (proof that the tax return was submitted / paid)	Mandatory	
6	Client list for the last 5 years	Mandatory	
7	Work experience certificates or copies of contracts / work orders from INGOs, banks or international organisations	Mandatory	
8	Company banking details	Mandatory	
9	Audit report / bank solvency certificate / declaration from the banker on financial position, with a bank statement for the last 6 months (individual transactions not required), or a line of credit	Mandatory	
10	Licence for private security services and labour-law registration, where applicable	If available	
11	Quality management policy and any quality certification	If available	
12	Minimum 2 contact persons / representatives (full name, National ID, address, phone or email)	If available	

**For technical and financial evaluation:**

- Technical proposal: all information other than prices, as listed under “Documents need to be attached to Tender File” above, and the completed questionnaire (Appendix B).
- Financial bid: the completed bidding table in Appendix A, with prices inclusive of all applicable VAT and tax according to Government rules. HI shall deduct applicable VAT and tax at source as per Government policy.

Due diligence: HI may carry out due diligence on any bidder (sanctions screening, reference checks and site visits), and HI management will decide based on the findings.

Responses will only be accepted in the requested format. Any incomplete response, or any response not using the templates provided, may be treated as void.

Bid clarification

Bidders may send questions about this tender to **logistics@bangladesh.hi.org** until the pre-bid meeting on **Sunday, 08 November 2026 at 11:00 AM** <https://meet.google.com/fso-zjhe-kbi> . Written answers will be shared with all bidders by **Monday, 09 November 2026**.

Bid submission

HI prefers digital submission in line with its Environmental Agenda. Bids can be submitted in either of the following ways:

Digital file: by email to **etender@bangladesh.hi.org** with the subject: “Tender for Security Guard Services – FD Ref: FD-DHAK-00706”. If the file is larger than 20 MB, send it in several numbered emails.

Paper submission: in a single sealed envelope delivered to the HI Dhaka office reception desk, House 3/A, Road 36, Gulshan-2, Dhaka-1212. The envelope must show only the reference below and no other details of the bid:

“Tender for Security Guard Services”

FD Ref: FD-DHAK-00706

Bids must comply with the following requirements. Any bid not meeting them will be rejected.

- **Language:** All written documents shall be in English.
- **Currency:** All prices in BDT.
- **Bid validity period:** Bids shall remain valid for twelve (12) months from the closing date.
- **Costs of preparing bids:** All costs of preparing and submitting bids are borne solely by the bidders and will not be reimbursed.

6. Service Provider bid selection criteria

Administrative Compliance

HI shall deem administratively compliant the bid which:

- includes all “Mandatory” documents listed in section 5 above;
- is submitted in paper or digital version by the deadline;
- prices all four locations in the bidding table (Appendix A);
- offers each guard a monthly take-home salary of at least the Government minimum wage for the Security Service sector (9,140 BDT – Gazette of 1 February 2022, or any later revision);
- covers Ukhiya (Cox’s Bazar) and Kurigram with an office or control room in the area, or a written commitment to supervise these sites.

A bid that does not meet these requirements will not be evaluated further.

Evaluation

Compliant bids will be scored against the criteria below. On each criterion the best bid receives the full percentage and the other bids a share in proportion to it.

#	Bid selection criteria	Weight
1	Competitive pricing – lowest total monthly price for all four locations, all-inclusive (administrative cost including profit, reliever cost, guards’ salary and allowances, VAT and AIT)	40%
2	Guard’s salary and all other monetary benefits – the highest guard pay package (take-home salary, festival bonuses, provident fund and gratuity) gets the highest score	20%
3	Customer references – experience with international agencies, UN, diplomatic missions, other INGOs/NGOs or corporates is preferred (Appendix B, Q19)	10%
4	Company profile – experience, HR capacity and site offices or control rooms by district/upazila, especially near Dhaka, Ukhiya and Kurigram (Appendix B, Q1, Q3 and Q10)	15%
5	Quality assurance – shift management, patrol monitoring, system and frequency of post checks, safety and security rules for the country context (Appendix B, Q11 a–c)	15%
	Total	100%

Final screening process	Result
Physical verification of the office, training centre and internal processes, including the environmental agenda / policy. Only the top three (3) bidders will be evaluated through this process.	Awarded / Rejected

Further notes on conditions of tender

- Applicants selected after the evaluation of administrative compliance, specifications compliance and the selection criteria shall receive a written invitation from Handicap International for the physical verification.
- Amendment or withdrawal of bids: bidders may amend or withdraw their bids by written notification before the closing date for submission of bids. No amendment may be made to bids after this date. Withdrawals shall be firm and final.
- Handicap International reserves the right to negotiate, accept or reject any bid at its sole discretion, and to continue the competitive dialogue with any bidder whose response it considers advantageous. Handicap International is not obliged to accept the lowest or any bid.



- In the interests of transparency and equal treatment, the evaluation committee may ask bidders, in writing, to clarify their bids within 48 hours, without modifying them. No change in price or substance of the bid shall be sought, offered or permitted.
- Any bidder attempting to influence the evaluation committee in the process of examining, clarifying, evaluating and comparing bids, or seeking information on the progress of the process, shall have its bid rejected immediately.
- If there is a discrepancy between amounts in words and figures, the amount in words shall prevail.

Terms of Payment:

Payment is made monthly by bank transfer or cheque on the basis of the guards' attendance sheet endorsed by both the HI focal person and the Service Provider's focal person, against a correct invoice with VAT invoice (Mushak 6.3) and revenue stamp. HI deducts VAT and tax at source as per Government rules.



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 this call for tenders, i.e. the highest total score that has passed the physical verification.

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

HI intends to award all four locations to one Service Provider. If the selected Service Provider cannot cover a location, HI may award that location to the next-ranked bidder, and may keep the next-ranked bidder as a backup Service Provider.

Handicap International shall give preference to bids from Service Providers who commit to a fixed rate for the entire duration of the contract (apart from the yearly increment on guards' salary).

The successful bidder will receive a Letter of Award and shall sign the Framework Agreement within seven (7) working days. Services will be ordered through Purchase Orders per site.

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 bidders.

By signing and returning this participation file, the bidding company agrees with all the appendixes attached to this file.

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

Date:

Place:

Name:

Function:

Signature & Stamp:

Appendix: A (Terms of Reference and Service Provider's Bidding Table)

SECURITY GUARD SERVICES – TECHNICAL SPECIFICATION

1. Preamble

To facilitate and secure the security guard services for the offices and project sites in Dhaka, Ukhiya and Kurigram, Handicap International would like to sign a Framework Agreement with a security guard service provider. Service Providers must take these technical specifications into consideration before submitting their bids.

2. Current security guard need

The current need is shown below and may be adjusted based on HI activities. The posts and the duration of deployment can vary (changeable / reducible).

Location	Required shifts	Duty hours	Guards per shift (A + B + C)	Guards on duty per day
Dhaka Country Office	3 shifts	8 hours per shift	1 + 1 + 2	4
Ukhiya Office	3 shifts	8 hours per shift	2 + 1 + 2	5
Ukhiya Warehouse	3 shifts	8 hours per shift	2 + 2 + 2	6
Kurigram Office	3 shifts	8 hours per shift	1 + 1 + 1	3

Service locations: Dhaka Country Office – House-3/A, Road-36, Gulshan, Dhaka-1212; Ukhiya Office – Malvita Para, Ukhiya, Cox's Bazar; Ukhiya Warehouse – Goru Bazar, Ukhiya Sadar, Cox's Bazar-4750; Kurigram Office (site office) – Shafikun Villa, Chamra Gola, Velakopa Road, Municipality, Ward No. 05, Kurigram Sadar.

Note:

- The price is inclusive of all necessary costs of each guard: salary, benefits, insurance, overhead charges, VAT and tax, and any other expenses, regardless of gender.
- The price must include one weekly rest day for each guard, two festival bonuses, provident fund, 20 days' annual leave, training, group insurance, gratuity and at least three uniforms (summer, monsoon and winter) with seasonal items.
- A separate Purchase Order will be issued under the Framework Agreement based on HI requirements, stating the number of guards and the duration of services.

3. Type of guards

Both male and female guards. The gender allocation is determined by HI. Currently, female guards are required on Shift A at the Dhaka Country Office and the Ukhiya Office (if possible).

4. HI requirements (standards, benefits and gender balance)

The Service Provider will ensure three (3) shifts of security guards with the required number of guards per shift. The number of guards can be increased or decreased, and the address changed, based on need. The assigned guards must be dedicated to HI only. Duty time is 24×7 , but no guard may work more than 48 hours per week, and a guard may work only one shift in any three consecutive shifts.

Shift	Hours
Shift A	6:00 AM to 2:00 PM (0600 – 1400 hrs)
Shift B	2:00 PM to 10:00 PM (1400 – 2200 hrs)



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

- Each shift shall not exceed 8 hours. Changes of shift time will be set by HI in consultation with the Service Provider.
- If a guard needs sick leave, annual leave or absence, this must be informed in advance (or immediately) to the Service Provider, which will inform the HI focal person and deploy an immediate back-up (reliever). No post may be left vacant.
- Guards shall be well dressed and wear identification badges while on duty. All uniforms and accessories will be supplied by the Service Provider at its own cost.
- Guards shall control entries and exits, carry out body searches where applicable, and check / verify the ID cards of people other than the staff working in the building, ensuring the safety of the people inside.
- Guards shall be polite but strict on security procedures, which are non-negotiable while on duty, and shall not be over-familiar or informal with staff and visitors.
- Guards will receive the list of staff and expected visitors in advance. Visitors without an appointment may enter only after confirmation from the staff member concerned. Salespeople, beggars and peddlers shall not be allowed in.
- Entries and exits of staff after normal working hours or at weekends must be recorded in the register with the time.
- Any goods or supplies brought to the building shall first be checked and received at the first security point, entered in the register, and then passed to the reception desk.
- In case of emergency (fire, theft, sabotage, attack, bomb alert, etc.), guards shall first attend the case, preserve proof and evidence, and immediately notify the fire service, police and HI security focal point.
- Guards shall coordinate with and receive work instructions from the HI security focal point of the building, and inform the focal point of any issue beyond their authority.
- Guards shall not allow unauthorised parking in front of the office building.
- HI may ask guards to maintain the water pump and ensure sufficient water supply, and to start and stop the generator during power cuts.

5. Guard qualifications

- Education: minimum SSC or equivalent; age between 21 and 55 years; valid National ID card.
- At least 2 years' experience with other INGOs or international organisations (preferred).
- Basic knowledge of safety and security rules in the country context; trained in access control, firefighting equipment, first aid and the use of security equipment.
- Positive police verification report: the application must be submitted to HI before onboarding. If the final report is not submitted within 3 months, HI has the right to ask for the guard to be replaced.

6. Records to be kept by guards

- Attendance sheet; guest check-in and check-out register; gate pass / waybill for anything leaving the premises; tender register; mail in-out register; generator logbook; vehicle in-out logbook.

7. Service Provider obligations

- **Minimum wage:** the monthly take-home salary of each guard, paid by the Service Provider, shall be at least the minimum wage for the Security Service sector set by the Government Gazette of 1 February 2022 (currently 9,140 BDT per month: basic 5,600, house rent 2,240, medical 1,000, transport 300), or any later revision, plus two festival bonuses each equal to one month's take-home salary. Proof of



payment shall be provided to HI on request.

- **Yearly increment:** at each yearly renewal of the Framework Agreement, HI will increase the amount paid to the Service Provider by 5% of each guard's basic wage (as set by the Government Gazette), together with the related provident fund, festival bonuses and gratuity. Service charge, overhead and profit remain unchanged. The Service Provider shall pass the full increment to every guard and submit proof of payment.
- The agency's patrol team shall inspect the guards (24 hours) daily or at the agreed frequency and inform HI after every visit.
- The Service Provider shall submit the monthly duty plan by the 26th of each month for the next month.
- The Service Provider shall deploy only the guards whose verified CVs were approved by HI. All guards must respect HI's rules and will be inducted by the HI Logistics Department.
- In case of major negligence, improper duty, theft, robbery or narcotics use by a guard, the guard must be removed immediately and replaced within 24 hours, and the penalty clause will apply.
- The Service Provider remains liable to HI for the proper discharge of the guards' roles and responsibilities. In case of any damage, loss, theft or robbery during the contract period caused by negligence, the Service Provider shall compensate HI for the value of the assets concerned.
- HI will not pay any overtime for assigned guards. The reporting focal person for HI is the base logistician at each site.

8. Payment

The security company shall provide the guards' attendance sheet endorsed by the HI focal person and the security company focal person. Payment will be calculated on the authorised attendance sheet at the end of each month.

9. Inspection of the service

The Handicap International representative will inspect the service to check compliance with the terms of the Agreement, in particular the documentation provided by the Service Provider and the quality of service delivered. Comments, reservations or non-compliant findings will be noted on the service delivery note. Non-compliant services nevertheless accepted by HI will lead to a deduction from the invoice. If the inspection concludes that the service complies with all the terms of the Agreement, HI will accept the service.

In the event of late delivery of the service, except in cases of force majeure, HI may cancel the Agreement or apply a penalty on the value of the service remaining to be delivered.

10. Penalties and termination

- In case of improper duty, absence from post or wrong uniform, a penalty shall be applied to the Service Provider according to the nature of the fault, as per HI terms and policies.
- For any other damage or shortfall against the agreed service standard, a mutually agreed penalty or an amount equal to the damage shall be applied to the Service Provider.
- In case of corruption, misconduct or narcotics use by a guard, or any act of the Service Provider contrary to the HI requirements in section 4 and the obligations in section 7, HI may penalise the Service Provider from 5% to 100% of the monthly invoice for the location concerned, depending on severity, and may cancel the Agreement.
- In case of any observation or unsatisfactory performance that may put HI's security at risk, HI may withdraw or discontinue any of the security services at any time during the contract period with 7 calendar days' notice.



- In addition to its other termination rights, HI may terminate this agreement in whole or in part at any time, with or without cause, upon 7 calendar days' written notice. The Service Provider will be paid for services delivered up to the termination date.
- In case of non-compliance with labour law, the Service Provider is responsible; if HI bears any loss, HI may adjust it from the Service Provider's payments.
- If any provision contradicts HI values, the Code of Conduct or other core policies, HI policy will prevail.

Service Provider's Bidding Table

Name of the firm: _____ **Contact person and cell no.:** _____

Table 1 – Price per guard per month, per location. All amounts in BDT, including all costs listed in the Note above, VAT and AIT. Bidders shall complete all four rows. **Prices are valid for three (3) years (the initial year and the two yearly renewals). Only the guards' basic wage will be increased by 5% per year, according to the Bangladesh minimum wage gazette (see section 7 – yearly increment); all other costs remain fixed.**

Location	Guards on duty per day	Service charge and all other relevant costs (incl. VAT & AIT)	All-inclusive price per guard per month	Total per month (guards × price)
Dhaka Country Office (1 + 1 + 2)	4			
Ukhiya Office (2 + 1 + 2)	5			
Ukhiya Warehouse (2 + 2 + 2)	6			
Kurigram Office (1 + 1 + 1)	3			
Total monthly acquisition cost	18			

Table 2 – Guard pay breakdown per guard per month (BDT). The monthly take-home salary (A) must be at least the Government minimum wage for the Security Service sector: 9,140 BDT (Gazette of 1 February 2022). The same pay applies to all locations; if it differs, attach a breakdown per location. If the detailed allowances are not shown, the bid receives a zero score for criterion 2.

#	Pay element	Amount offered
a	Basic wage	
b	House rent	
c	Medical allowance	
d	Transport allowance	
e	Other allowances (specify): _____	
A	Monthly take-home salary (a + b + c + d + e)	
B	Festival bonuses – monthly provision	
C	Provident fund – employer share	
D	Gratuity – monthly provision	
	Guard pay package (A + B + C + D)	

Table 3 – Bid information.

Item	Bidder's answer
Mobilisation lead time after Purchase Order (days)	



Item	Bidder's answer
Bid validity (minimum 12 months)	
Payment terms (monthly, after service)	
Female guards available for Shift A (number)	
Life / group insurance coverage per guard (BDT)	

Total monthly acquisition cost in words: BDT _____

Note: if amounts in words and figures differ, the amount in words prevails.

Authorised signature and stamp: _____ Date: _____



Appendix: B (Supplier Evaluation Questionnaire)

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

1. How many years have you been working in this market?

Answer:

2. How many guards work for your company? Mention the total number of guards already allocated to duty and the total number of guards in your pool.

Answer:

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

Answer:

4. What attributes do you consider when recruiting guards?

Answer:

5. What control systems are in place in your organisation for anti-fraud and other legal issues?

Answer:

6. Do you have an internal / external audit system in place? How frequently does it work?

Answer:

7. Share your price breakdown considering guards' salary, benefits, service charge and all other costs



(all-inclusive), as per the bidding table in Appendix A.

Answer:

8. What are the important sections of labour law that apply to your guards, and how do you comply with them?

Answer:

9. Do you provide life insurance coverage for security guards? If yes, how much coverage do you plan to provide to each guard? Please share your insurance policy.

Answer:

10. Share your company profile, experience, HR capacity and list of site offices or control rooms around the country (district / upazila wise). How will you supervise the Ukhiya and Kurigram sites?

Answer:

11. Describe your quality assurance process:

a) Shift management (how shifts, rosters and relievers are organised):

Answer:

b) Patrol monitoring – system and frequency of supervisor visits and post checks:

Answer:

c) Safety and security rules applied according to the country context:

Answer:

12. How do you ensure responsibility and coverage for any damage / loss / theft / robbery due to negligence of duty by guards or the company? What is the total responsibility and liability of the security company for the assigned post, and what advance systems do you use to reduce these risks?

Answer:

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

Answer:

14. Do you conduct refresher training for your guards? If yes, how frequently?

Answer:

15. Do you have a quality management policy? If yes, how does it work?

Answer:

16. Do you have a national / international quality certification? If yes, please attach it to the bid.

Answer:



17. How many days do you need to submit the selected guards' police verification reports to HI after receiving HI's confirmation of the guards?

Answer: _____

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

Answer: _____

19. Customer references (experience with international agencies / UN / diplomatic missions / other INGOs / NGOs / corporates will get preference). HI will contact these references.

SL.	Organisation / company name	Contact person	Contact number	Official email ID
1				
2				
3				
4				
5				
6				

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, excluding taxes, per week 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 nondiscrimination 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 suppliers 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 suppliers. 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 RFQ 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 suppliers

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 Bidprocedure 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 RFQ 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 the **company name** has not been involved 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 a 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:

Eco-Friendly Commitments

HI recognizes the impact on the environment that its interventions can cause. The association adheres to the principle of doing no harm and is therefore committed to limiting as much as possible the negative impact that its actions may have on the environment. HI encourages its Service Providers to:

- ▶ Uniforms and equipment
 - Use durable uniforms and equipment, locally made where possible, and replace them only when needed
- ▶ Energy
 - Reduce energy consumption at guard posts (lights, fans) and report faulty equipment to HI
- ▶ Waste
 - Eliminate single-use plastic that can easily be replaced
 - Keep guard posts clean and dispose of waste in the bins provided
- ▶ Transportation mode
 - Encourage low-emission transport for patrol and supervision visits
 - Combine trips and reduce vehicle use
- ▶ Procurement
 - Encourage sustainable and local production; buy longer-lasting, better-quality products

Appendix: E (HI Institutional Policies)

Bidders and their personnel must comply with HI's institutional policies. The Child Protection Policy and the Policy on Protection from Sexual Exploitation, Abuse and Harassment (PSEAH) are reproduced below. The Anti-fraud, Bribery and Corruption Policy, HI Strategies Against Money Laundering and Terrorist Financing, Counterterrorism Measures and Regulations, the HI Data Protection Statement and the Environmental Agenda are available at www.hi.org/en/institutional-policies.

A. 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:

- 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.
- 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

- Strict prohibition of owning or consulting child pornographic material.

Specific awareness-raising of the following:

- Children with disabilities have the same rights as other children and must be treated with dignity, respect, sensitivity and equity.
- Gender-related vulnerabilities with regard to child protection.
- 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.

B. Policy on Protection from Sexual Exploitation, Abuse and Harassment (PSEAH)

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 locally⁴. 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 PEAHS 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 PEAHS 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.