

## ANNEX: I

### SECURITY SERVICES FOR NCA OFFICES in Juba and other Field Locations in South Sudan

#### TERMS OF REFERENCE

##### 1. Objectives

The required services are the deployment of Security Guard at NCA hereinafter (Norwegian Church Aid) facilities in South Sudan.

2. **Period of Service Execution: One Year** from contract signature, including the time needed for the mobilization of personnel, equipment and other resources. The period is subject to extension upon needs assessment and upon agreement by both parties (the Contractor and the service provider).

##### 3. General Information:

The provider shall provide all the necessary personnel, supplies, equipment and accessories needed to perform the services required in this contract. The provider must comply with all applicable requirements established by the Government of South Sudan. The provider shall comply with and enforce all orders, policies and/or procedures issued by the NCA.

The provider should provide NCA with the following information:

- History in the security industry and relevant references (work for Embassies or International Organizations would be an asset).
- A plan to ensure successful management of the contract.
- Demonstration of capability to manage their personnel on the ground.
- An adequate security-training program and proof for provision of proper security training of staff.
- Ability to offer technology to complement security guards and enhance safety and security for offices, living compounds and vehicles
- Ability to replace staff at short notice.
- Stability of the company and size of the workforce and reputation in the industry and community
- Documented evidence of the minimum take-home salary in amount for guards and per each security guard or its correspondent proportional amount if the staff is engaged in less than 40-hours working week schedule.
- Registration in accordance with South Sudan legislation, taxes, labour practices valid job licenses and other regulation relevant to the security industry.
- Details of employment benefits provided to their employees and time for rest.
- Connect offices' fire alarm systems and intrusion alarms to their control (operations) rooms and monitor their function
- Provide a Quick/Rapid Response Team to respond to the activation of the linked panic/alarm system or call for emergency 24 hours per day, 7 days per week or arrangements for direct response of the police
- Fire incident rapid reaction which shall include direct communication of the security services contractor with the Fire Department (Fire Brigade) in case of fire incident at a NCA office. It should be noted the offices' fire alarm systems are linked to security services operations' rooms.

3.1. The provider shall furnish the security services, in accordance with industry standards, including but not limited to:

- a. Providing access control to all NCA facilities and properties by visual inspection of NCA issued ID cards and other approved identification documents.

- b. Performing luggage, handbag and suitcase searches and inspections manually or using a hand-held metal detector
- c. Providing information and assistance to all NCA visitors, guests and employees.
- d. Responding to events such as security alerts, probable criminal acts, civil demonstrations and altercations occurring on NCA property.
- e. Responding to life threatening situations such as medical alerts, fire alarms, suspected or actual crimes and other related situations occurring on NCA property. This shall include assuring that all the appropriate alarms are sounded and building occupants alerted in the event of an emergency; assisting in evacuating all occupants from buildings and other properties; and assisting in coordinating communications and notifications among law enforcement personnel, NCA personnel and other emergency response elements in the event of an emergency.
- f. Providing for checks and/or patrols to monitor security, safety and building systems. While patrolling the compound and perimeter of the compound, the guard should check for breaks in security (e.g., the perimeter, windows, doors, etc.
- g. Performing package and other security related inspections, as directed.
- h. Monitoring and maintaining intrusion alarms, fire alarms, and other security or safety equipment owned or controlled by the NCA.
- i. Observing building occupants and reporting instances of non-compliance with security procedures to the NCA Security Officer or Administration.
- j. Detecting and preventing, as authorized under law, persons attempting to gain unlawful entry to NCA premises with the minimum force necessary.
- k. Reporting unsafe or hazardous conditions that require immediate corrective action by the building maintenance.
- l. Summoning medical assistance (i.e., calling medical responders like ambulance services) for persons who are ill or injured on the NCA premises.
- m. Preparing and maintaining incident reports for events identified in General, Post, Supervisory and Special Orders. Incident reports will be submitted by the provider to NCA Security Officer or Administration within 24 hours following initial incident report over telephone to the NCA Security Officer.
- n. Maintaining a 24-hour, 7 days a week duty log of all security-related activities, violations or events.
- o. Conducting preliminary and follow-up investigations on incidents and/or complaints as directed by the NCA Security Officer or Administration.
- p. Ensuring that all reports and other documents, e.g., incident reports and logs, are written clearly, legibly and accurately.
- q. Conducting after-hours security inspections for building security, fire and safety purposes.
- r. Ensure that the guards posted are properly dressed in uniform to portray a good image to visitors.
- r. Providing security personnel at fixed posts with fully trained and qualified replacement personnel (breakers) to allow for comfort, personal needs, stress, meals or other situations requiring absences from posts.
- s. Assuring that General, Post, Supervisory and Special Orders and other documentation are maintained in good condition and kept updated as required.
- t. Ensuring compliance with local labour laws to ensure that no individual guard works more than the maximum allowable time in a twenty-four-hour period and no more than the maximum allowable days without a break.
- u. Ensure that guards are provided rest and meal breaks in accordance with local regulations and per agreement with the NCA Administration.
- v. Performing other duties as may be specified in this contract.

#### **4. REQUIRED POSITIONS AND GUARD POSTS WITH HOURS/DAYS OF SERVICE**

The provider shall provide properly qualified security personnel based on a 24/7 basis for the shifts at the guard posts at NCA offices and other facilities as it follows:

- NCA Main Office, Juba – post located at the main entrance of the NCA office building in Bulluk Area:
  - 06:00 – 18:00 – Three security guard ensure one is the female guard
  - 18.01 – 06:00 – Four security guards
- NCA CD House – post located at the entrance of the NCA CD House in Bulluk:
  - 06:00 – 18:00 – one security guard
  - 18:00 – 06:00 – one security guard
- NCA Team House - post located at the entrance of the team house in Tomping Area
  - 18:00 – 06:00 – Three security guards
- **Field Locations shall have two each; Torit and Kuajok.**

**Note:** each individual employee must work no more than the number of hours established by South Sudan legislation.

## 5. THE PROVIDER PERSONNEL GENERAL QUALIFICATIONS

The provider shall ensure that all personnel assigned to this contract have not been convicted of any serious criminal offence, including by a military tribunal, or found by a national or international authority to have breached criminal or humanitarian law in any jurisdiction. Further, in principle, they must not be subject to any ongoing judicial proceedings, including military, in respect of such offenses or violations and must meet the following minimum standards:

- a. Pass a criminal background record check.
- b. Be able to effectively understand and carry out written rules, orders and instructions.
- c. Be able to effectively communicate with employees and visitors.
- d. Be able to compose precise, short paragraphs for written reports that are required under this contract.
- e. Possess or be eligible to obtain a valid driver's license for operating motor vehicles, as may be required in the performance of this contract.
- f. Possess the physical and psychological stamina for prolonged walking, standing, sitting and stooping.
- g. Be aware of the fact that guards may have to confront or challenge violent or potentially violent persons.
- h. Be at least 21 years of age and in apparent good health.
- i. Be able to relate and interact effectively and properly with members of the public.
- j. Be of good reputation and character; and
- k. Be trained prior to deployment up to basic level as a minimum set forth in the training requirements section of this ToR.

## 6. PROVIDER PERSONNEL SPECIFIC RESPONSIBILITIES AND QUALIFICATIONS

The Provider's Representative (not located at the NCA facility) – responsibilities:

- a. Reports to the Safety and access Officer.
- b. Manages the duties of the security guards ensuring that all guards conduct their duties competently
- c. Manages the duty roster and schedules ensuring that the required number of personnel reports for duty each shift.
- d. Coordinates the administration of the contract from the provider's side and serves as principal contact person for the contract.

e. Attends performance meetings and contract review meetings with NCA organization's Safety and Access Officer to evaluate overall performance of the provider and address any security issues; and/or

f. Recommends improvements in the performance and conduct of security services at the NCA facility. Maintains accessibility for NCA 24 hours per day, 7 days a week, 365 days a year to address any issues, situations or problems that may occur.

The Provider's Representative (not located at the NCA facility) - qualifications:

- a. Minimum education requirement: the equivalent of a high school diploma.
- b. Minimum 5 years of police, security or military experience.
- c. Excellent oral and written communications skills.
- d. Minimum of 3 years of experience in supervisory/managerial positions; and
- e. Minimum of 3 years of experience in dealing/liasing with international and government organizations.

**Unarmed Guards – responsibilities:**

- a. Provide access control by inspection of building passes or other approved identification issued by NCA.
- b. Provide information and assistance to personnel and all visitors.
- c. Respond to and alert bystanders of events, such as security alerts, criminal acts, civil demonstrations and suspicious activity.
- d. Monitor and conduct after-hours inspections of internal security and fire/life safety and building environmental systems.
- e. Perform package and other security-related inspections.
- f. Report instances of non-compliance with security procedures and unsafe or hazardous conditions to the Security Supervisor / Shift Supervisor.
- g. Provide additional guard coverage during special events.
- h. Perform security escort duties for persons if directed by the security focal point; and/or
- i. Perform other duties as may be specified in the contract.

Unarmed Guards – qualifications

- a. Minimum of 2 years of experience in the same field of work with reputable international organization; and
- b. Trained at a minimum to have/show proficiency/knowledge in public relations, self-defence and minimum force, radio communication, access control, searching techniques, basic firefighting and basic occupational safety.

**7. AD HOC, EMERGENCY AND OTHER SERVICES REQUIREMENTS**

Ad Hoc Requirements: The provider shall have the capability to provide additional guard coverage during special events and emergency situations to protect NCA organization facilities, employees, property and guests, as requested by the NCA Safety and Access Officer.

Quick/Emergency Response Team: The provider shall have the capability to provide a Quick/Rapid Response Team to respond to the activation of the linked panic/alarm system or call for emergency 24 hours per day, 7 days per week. The role of the response team will be limited to liaison presence, conducting preliminary observations, securing the site and communicating the needs to the police and/or other emergency services when they arrive.

## **8. PRE-EMPLOYMENT SCREENING**

The provider shall investigate of the reputation and character of each employee applying to work under this contract. The provider shall not assign personnel to this contract until the investigation is complete and the results determined to be favourable. Favourable, in this context, means that the applicant has no criminal record, there is no indication that the applicant has used illegal drugs or alcohol while working, personal references and former employers recommend the applicant for a position of trust and responsibility, and there are no other obvious disqualifying factors regarding the applicant's reputation and character. The provider shall maintain the results of the investigation during the life of the contract. NCA Safety and Access Officer or SFP have the right to review all investigative results and records for personnel assigned or proposed for this contract. The investigation shall include, as a minimum, the following elements:

- a. A check of criminal files, as authorized by local law, at locations where the applicant has lived and worked.
- b. An employment check going back five years; and
- c. A check of at least three personal references.

The provider must maintain, at a minimum, the following documents in the personnel record of each employee assigned to work at the NCA organization facilities:

- a. Individual performance record.
- b. Work application and supplemental data (copy of national identity card or other positive form of identification).
- c. Background investigation information.
- d. Individual training records.
- e. Photograph.

## **9. PROFESSIONAL CONDUCT**

All personnel assigned to this contract shall maintain the highest standards of employee competency, conduct, cleanliness and integrity. Assignments shall be performed in accordance with prescribed guard orders to the best of each guard's ability and in accordance with safe workplace policies and practices.

The provider shall remove any of its employees from NCA buildings or properties upon determination that such employees are found to be unfit for the performance of security duties. NCA reserves the right to direct the removal of any guards determined to be in non-compliance with the qualifications and standards set forth in the ToR or for any other reason at NCA sole, exclusive and non-negotiable discretion. A determination of unfitness may be made from incidents involving violations of General, Post, Supervisory and Special Orders and immediately identifiable types of misconduct or delinquency, without limiting the foregoing right of NCA to have any UPSS employee removed for any reason.

The provider shall administer disciplinary action, up to and including removal, for those guards who commit the following offences, omissions or derelictions of duties. All disciplinary actions will be reported to NCA SFP. The following, but not limited to, may be considered as demonstrating unfit performance:

- a. Knowingly and/or wilfully violating General, Post, Supervisory or Special Orders.
- b. Failing to demonstrate courtesy and good manners toward NCA employees, visitors, guests or the general public. (Not displaying a respectful and helpful attitude in all endeavours will be cause for removal from a post. Continued complaints shall be cause for removal from the contract.).
- c. Unauthorized use of NCA property, including telephones, communications equipment, or security equipment. The provider shall reimburse the NCA for any loss, abuse or misuse of such property.
- d. Leaving disturbing papers on desks and opening desk drawers or cabinets for any reason other than a real security reason.

- e. Falsifying, unlawfully concealing, removing, mutilating or destroying any official documents or records.
- f. Concealing material facts by wilful omission from official documents or records.
- g. Disclosing NCA proprietary information or making any unauthorized news or press releases regarding NCA personnel or operations.
- h. Disclosing duty assignment(s), particularly manpower, security precautions or procedures, except to persons authorized to have such knowledge or as approved by NCA SFP.
- i. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties and unreasonably delaying or failing to carry out assigned tasks.
- j. Conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of NCA security arrangements.
- k. Wilfully violating NCA security procedures or policies.
- l. Abandoning post prior to proper relief.
- m. Displaying disorderly or immoral conduct, e.g., using abusive or offensive language, quarrelling, intimidating by words or actions, fighting or otherwise participating in disruptive activities.
- n. Gambling or unlawfully wagering or promoting gambling in any NCA building.
- o. Carrying a firearm, pepper spray or any other weapon on their person, without explicit approval of NCA SFP, while on NCA property, even though such carriage may be legal in the jurisdiction where assigned.
- p. Using NCA issued utensils and items improperly.
- q. Knowingly giving false or misleading statements or concealing material facts in connection with reports or records relating to investigative proceedings.
- r. Knowingly making false statement(s) about other guards, NCA employees or the general public.
- s. Involvement in any form of discrimination or sexual harassment of other guards, NCA employees, visitors or members of the public while on NCA's premises.
- t. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders.
- u. Eating, smoking or drinking while on post, or taking breaks in any location except those designated as authorized break areas.
- v. Using or selling intoxicants, illicit drugs or controlled substances while on duty or consuming alcoholic beverages eight hours prior to entering duty. An employee who has reason to believe that the person reporting as relief is intoxicated, under the influence of intoxicating drugs or of impaired effectiveness from having used intoxicating drugs, shall decline to be relieved and shall immediately notify the NCA and the provider. Accepting relief by an individual known or suspected to be under the influence of alcohol or drugs shall require the provider to suspend and/or remove both guards from the contract.
- w. Vandalizing or intentionally damaging the NCA property through direct action or negligence.
- x. Failure to cooperate with NCA or provider authorized investigation.
- y. Excessive absenteeism or tardiness; or
- z. Soliciting or collecting monetary contributions during work time.

## 10. UNIFORMS

All guards assigned as security guards to NCA facilities shall wear properly fitted and clean uniforms when on duty. The provider shall ensure the security guards possess a sufficient number of uniforms at no extra cost so as to result in a professional appearance and seasonal changes. In this respect, guards will be properly fitted with uniformed outerwear to ensure adequate protection from rain and cold weather.

## 11. TRAINING

The provider shall provide initial training and orientation to all guards prior to their assignment to any NCA building at no extra cost.

The provider personnel shall be sufficiently trained, both prior to any deployment and on an ongoing basis, to respect relevant national laws of the country, international humanitarian law and human rights law and to establish goals to facilitate uniformity and standardization of training requirements. Training could include general and task and context-specific topics, preparing personnel for performance under a specific contract and in a specific environment, including:

- a. Rules on the use of force including restraints and detention authorities and limitations.
- b. international humanitarian law and human rights law as well as applicable host country laws.
- c. Handling complaints by the civilian population, in particular by transmitting them to the appropriate authority.
- d. Measures against bribery, corruption and other crime.
- e. NCA/ ACT Alliance Code of conduct and the zero-tolerance policy on sexual exploitation and abuse; and
- f. Religious, gender and cultural issues and respect all populations and ethnicities.

The provider shall provide initial and periodic in-service training for security personnel to be agreed upon between the NCA SFP and the provider. The content and duration of such training shall also be determined between the parties. The provider will record and document all training. The UNHCR SFP shall be permitted to review all training records pertaining to this contract. The training period cannot be less than two days a year per employee. The UPSS provider shall include initial and recurring training and familiarization for the subjects listed below for all personnel assigned to this contract. Training should be consistent with the procedures to be used at the specific facility/location.

- a. Access control policies and procedures, e.g., the building pass system, visitor control procedures, escort procedures, employee ingress/egress, after-hours access and vehicle access.
- b. Identity checks – what constitutes valid identity, spotting false identity cards, etc.
- c. Basic search techniques – including those for pedestrians, vehicles and packages.
- d. Conduct of perimeter patrols.
- e. Actions to take when approaching a suspicious person(s).
- f. Actions to take when there is a belligerent visitor.
- g. Emergency response and evacuation procedures.
- h. Routine and emergency communications procedures.
- i. Police and fire liaison.
- j. Cardiopulmonary Resuscitation (CPR).
- k. Basic first aid instruction.
- l. Civil and criminal liability issues.

- m. Use of force and limitations, including citizens' apprehension authorities.
- n. Legal authorities and limitations.
- o. Professional behaviours and public relations.
- p. Communication, e.g., verbal, written and telephonic.
- q. Radio protocol, procedures and discipline.
- r. General, Post and Special Orders and other directives.
- s. Handling of bomb threats and building evacuation procedures.
- t. Safeguarding proprietary information.
- u. Found property procedures.
- v. Basic report writing.
- w. Observation techniques, to include basic counter-hostile surveillance.
- x. Guard force supervision.
- y. Supervision and approval of reports.
- z. Incident investigations and reports.
- aa. Standards for uniforms, personal dress and bearing.
- bb. Post inspection procedures.
- cc. Employee motivation.
- dd. Fundamentals of intrusion alarm systems, CCTV, recorders and manual or electronic guard monitoring equipment.
- ee. Fundamentals of X-ray machine operations and any other security and fire devices and equipment that the guard may be responsible for operating or carrying; and
- ff. Operation and use of fire extinguishers and other fire suppression equipment located on NCA facilities.

## **12. EMERGENCY DRILLS**

The provider shall conduct periodic drills and critiques of guard performance to assure an acceptable level of training by security personnel for responses to various emergencies such as intruders, mob violence, bomb threats, medical events, natural disasters and evacuations. These drills should be coordinated with the NCA SFP to ensure minimum disruption to NCA organization operations and should be conducted at no extra cost.

The provider shall ensure that all employees maintain the required state of readiness to respond to these drills and to actual emergencies.

The provider shall conduct such drills at least each quarter or more frequently if directed by the NCA. The provider shall conduct some of these drills during hours of darkness.

The provider shall provide all necessary training materials, classrooms, instructors, and training aids to support initial and recurring training of security personnel working under this contract.

The provider shall document the nature, scope and results of all drills and provide such records to the NCA SFP upon completion.

NCA may provide post specific training for the guards, as deemed appropriate. Post specific training provided by NCA shall not be separately invoiced.



### **13. ORIENTATION MEETING**

The NCA SFP will provide orientation to the guards on matters unique to NCA offices and operations and necessary for the provider performance. Orientation will be followed by a review of properties, including buildings and posts to be covered by the contract. During orientation, NCA SFP will provide the provider with the following documentation and/or information to facilitate the implementation of the guard contract:

- a. Instructions and directives for operating security equipment, if any, furnished by the NCA under the List of Furnished Property herein:
- b. Instructions pertaining to the location of installed security control equipment and systems, and instructions pertaining to the operation and location of utility cut-off valves, electrical switches, security controls, light switches, generator controls and other equipment, as necessary.
- c. The locations and hours of guard posts as well as the expected duties of assigned security personnel consistent with the ToR.
- d. Specific policies and procedures for responding to emergency alarms, threats, suspected incendiary devices and other potential threats and hazards; and
- e. Locations of any assembly sites used by the NCA for its personnel in the event of an emergency or evacuation situation. The NCA SFP will outline the roles and responsibilities of the security guards in this effort, as appropriate.

### **14. POST ORIENTATION MEETING**

Within five working days following the above orientation, the parties will meet to exchange information and documents, arrange for the transfer of equipment, establish the schedule for the assumption of security duties and clarify any outstanding issues. The provider shall provide NCA with proof of insurance at this time.

### **15. LIST OF PROVIDER FURNISHED PROPERTY**

The following list of the provider furnished security equipment and supplies are considered minimum requirements:

- a. Communications Equipment – The provider shall furnish all communications equipment required for the performance of this contract. Such equipment includes base stations, hand-held units, cellular telephones and related items that may be required for communication with the provider's operations center by the Safety and Access Officer or Manager, Security Supervisor and guards assigned to the NCA offices listed in this ToR. Maintenance and repair of all such communications equipment will be the responsibility of the provider. The provider shall be responsible for obtaining and maintaining any permits or authorizations necessary to operate such equipment and as required by law or regulation in South Sudan.
- b. Miscellaneous Equipment – flashlights, batteries, whistles, batons and other miscellaneous security items as required.
- c. Direct Phone/Alarm Line with the main security center of the provider.

### **16. LIST OF NCA FURNISHED PROPERTY (NONEXHAUSTIVE)**

NCA shall provide the following equipment or materials:

- a. Copies of relevant security policies and practices; and

b. For security guard positions located at the main entrance to NCA facility:

- Furniture for the guards' post – table, chairs as required
- Tea making tools -Sugar tealeaves etc
- Fire extinguishers
- Stationery

#### **17. ADJUSTMENT OF POST/POSITIONS**

NCA reserves the right to require adjustments to the number of posts/positions in accordance with its security requirements. In such a case, any modifications needed to the Guard Schedule and any adjustments that affect the Price Schedule will require a contract modification.

#### **18. BILLING AND PAYMENT TERMS**

The provider shall submit monthly invoices no earlier than the 1st day of each month and no later than the 5th day of each month for the services rendered in the preceding month. NCA processes payments within 30 days of receipt of a correct invoice and approval by the Administration office.

NCA reserves the right to adjust payments pro rata if the service is not rendered in accordance with the conditions of the contract or any other annexes (e.g., the Guard Schedule). Furthermore, NCA shall not pay any duplicate time spent by the guards on any assignment as a result of its staff changes or inefficiencies.

#### **19. QUALITY ASSURANCE PROGRAM**

Each guard shall "sign-in" on the post log when reporting for duty and "sign-out" when leaving at the end of the work shift.

The provider shall obtain and maintain all licenses and permits that may be required by any jurisdictions where it is required to operate under this contract, and it shall meet all applicable laws, rules and regulations.

All substitute security personnel assigned to NCA facilities and properties shall be at least equal in qualifications and training to regularly assigned personnel, as specified in this ToR. The provider shall not assign personnel who have not completed a favourable background investigation.

The supervisory personnel, including the Security Supervisor, shall inspect each identified guard post at least once every twenty-four hours to confirm that the post is properly staffed and that the guards are complying with General, Post, and Special Orders. The provider shall document each inspection to include the identity of the post, identity of the guard or guards, the date and time of the inspection and any irregularities. Serious infractions and security-related incidents shall be reported immediately by the provider to NCA SFP or Administration. NCA SFP, Admin. Officer shall be permitted to review these inspection records for completeness and accuracy upon request.

This contract is a key element of NCA Security Risk Management process and demands that the provider comply fully with the contract terms and conditions. The provider may only bill for hours worked. For an unmanned post the provider is prohibited from billing for such services.