

TERMS OF REFERENCE (TOR) JUBA SECURITY PROVIDER

1. OBJECTIVE

Samaritan's Purse (SP) Juba base considers that a secured and safe work environment will contribute to a more productive workforce that will result to an efficient and effective delivery of programs and services. The ministry has only one location in Juba that must be secured from burglary, robbery, theft, sabotage, fire, vandalism, unruly rallies and other unlawful acts. Samaritan's Purse (SP) Juba base is obliged to have Security Services to safeguard the base and facilities that are off limits to the public. Thus, Samaritan's Purse Juba base requires the services of a Security Service Provider that will secure its personnel, properties and facilities.

2. APPROVED BUDGETARY REQUIREMENTS

The term of this contract shall be effective for the calendar year 2024 starting 01 January 2024 until 31 December 2024.

3. SCOPE OF WORK

- a. Ensure 24-hour man guarding service at Samaritan's Purse Juba base.
 - Main gate
 - Rear (back) gate
 - Roving patrol
- b. Provide 24-hour QRF (Quick Reaction Force) service to respond to any emergency as required.
- c. Ensure that security officials on all sites are always equipped with a baton and torch-light (provided by the security provider)
- d. To comply with Standard Operation Procedures for 2 posts.
 - Site specific instructions for access control to address the movement of personnel, vehicles and equipment entering and leaving the premises.
 - Fire detection
 - Action to be taken when confronting a suspect
 - Emergency procedures and action to be taken upon any emergency
 - Monthly re-training - Samaritan's Purse security team to be present
 - Management and supervision on a daily basis from security provider
 - Replacement of officials due to any reason, and of absentees.
 - Monitoring of all CCTV
 - Security provider to provide twenty five (25) mag touch points at Samaritan's Purse (SP) Juba base
 - Check the removal and movement of incoming/outgoing equipment and items. Keep records of items going out of or coming into the base
 - Verify that all office doors and windows are properly locked and those left open inadvertently are properly locked, and reported thereafter.
 - Provide trained, equipped and qualified security supervisors, with reasonable knowledge of an international language (English).
 - Provide a panic button in each office and room on base.
 - Provide fire panic buttons on all floors and passages on base. There should be a distinct difference between the two alarms.
 - Adhere to all national and local legislation regarding the legalization of the company, taxes, labour practice and any other regulation relevant to the security industry

- Conduct ad hoc inspections to ensure that all services are guaranteed by the security guards of the company.
 - Ensure all vehicle on premises are locked and if not report to the fleet manager.
 - Control of vehicle access into and out of the compound parking facilities.
 - Issue inReach devices provided by Samaritan’s Purse to all Samaritan’s Purse vehicles exiting the base. Return inReach device when Samaritan’s Purse vehicles return to base.
 - Ensure the IFS buddy system are adhere to at all times. Report IFS single movements to the Samaritan’s Purse security department.
 - Ensure timely payment of salaries of the guards posted at the Samaritan’s Purse Juba base. The ministry reserves the right to impose a penalty to the security contractor should the delay in payment of salaries to the guards result in poor service quality.
 - Ensure that the guards posted at the base are properly dressed in uniforms to portray a good image to visitors.
- e. Communication Protocol: Establish a clear communication protocol for emergency situations, including how to contact relevant authorities and Samaritan's Purse personnel.
- f. Incident Reporting: Implement a system for prompt and detailed incident reporting, including daily activity reports and incident logs.
- g. Training Records: Maintain detailed records of security personnel training, certifications, and qualifications, including any language proficiency requirements.
- h. Security Equipment Maintenance: Regularly inspect and maintain all security equipment, including torch-lights, batons, panic buttons, and fire alarm systems to ensure they are in working order.
- i. Visitor Access: Develop procedures for visitor access control, including registration, badge issuance, and escorting visitors as necessary.
- j. Emergency Response Plan: Review and update the emergency response plan regularly to account for changing threats and circumstances.
- k. Legal Compliance: Continuously monitor and ensure compliance with all national and local laws, including licensing requirements, labor regulations, and tax obligations.
- l. Uniform Standards: Define and enforce uniform standards for security personnel to maintain a professional appearance.
- m. Emergency Contact List: Maintain an up-to-date emergency contact list that includes key Samaritan's Purse personnel, local authorities, and relevant medical facilities.
- n. Key Control: Implement strict key control measures for all premises and vehicles to prevent unauthorized access.
- o. Documentation Retention: Specify a timeframe for retaining security-related documentation and records.

4. REQUIRES SHIFTS

- a. Shift 1: 06:00am – 14:00pm local time

Post	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Main Gate	2	2	2	2	2	2	2
Rear Gate	2	2	2	2	2	2	2

b. Shift 2: 14:00pm – 22:00pm local time

Post	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Main Gate	2	2	2	2	2	2	2
Rear Gate	2	2	2	2	2	2	2

c. Shift 3: 22:00pm – 06:00am local time

Post	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Main Gate	2	2	2	2	2	2	2
Rear Gate	2	2	2	2	2	2	2

The service provider must ensure that they adhere to the labor laws of South Sudan when formulating their shift structure and determining the hours each person is to work per 24 hour period.

d. Required Personnel

- One (1) Senior Guard per shift
- Three (3) Guards of whom at least one (1) Female Guard is required during the 1st and 2nd Shifts scheduled from 06:00am to 22:00pm
- There will be four (4) security guards on shift at all times during a 24hour period for the entire term of the contract.

5. STATEMENT OF WORK

a. Requirements

- The security company must be fully licensed and have in possession all required legal permits for provision of unarmed security services. Certified copies of these documents will be provided to Samaritan’s Purse Juba base.
- All personnel to be provided by the security company for performance of work under this Statement of Work shall be fully qualified as Security Guards, in accordance with the South Sudan legislation.
- The security company shall also be required to provide additional security personnel on an as-and when-required basis, following the receipt of authorised written request from the Country Director or his/her designated representative, at the rates set out in the Contract.
- The security company will provide twenty five (25) mag touch points at Samaritan’s Purse (SP) Juba base and an electronic report will be send every day to the DCSM for oversight.

b. Responsibilities of the security company

- Access Control
 - The security company security personnel will be unarmed and tasked to prevent unauthorised personnel or vehicular entry into the Samaritan’s Purse Juba base controlled areas.
 - There are numerous employee/visitor entrances or points of entry. At each point of entry, the security company shall maintain a “Visitors’ Book” for non-SP personnel visiting SP for official or social purposes.

- The security company will be required to maintain pedestrian and/or vehicular traffic records at selected gates. Any violations are to be immediately reported to the CSM and or DCSM.
- Personnel movement in areas identified by Samaritan's Purse (SP) Juba base as "restricted" shall be closely controlled and monitored. SP will install Electronic Access Devices for restricted areas at a later date.
- Patrol Duties. The security company shall patrol the contracted installations, i.e. provide physical security of the exterior of all buildings, monitor compound fence lines and protect SP-Owned Equipment, using continuous roving patrol guards in minimal intervals of 30-45 minutes. There will also be numerous visitors to SP activities, which will necessitate a screening/escorting process.
- Unauthorised Removal of Property. At each point of entry/exit, the company shall prevent the unauthorised removal of SP-Owned Equipment from the SP premises. This will entail a visual, non-destructive and non-invasive search of vehicles entering and exiting the SP compound when instructed to do so by the Senior Management Team, as well as a search of hand-carried items when instructed to do so.
- First Aid
 - All the security company's personnel should hold a first-aid certificate, which includes Cardiopulmonary Resuscitation (CPR).
 - SP will not provide the First-Aid Kits to guards. Each guard should have its own first aid kit.
- Coverage
 - The security company shall ensure that all posts are continuously manned throughout the duration of each shift. Security guards will exercise maximum awareness and be fully alert during their shift. All mag touch points will be activated during patrols.
 - Guards will ensure that all entry/exit gates are locked after 20:00pm
- Records and Reports
 - A summary of required reports is listed below. The security company may utilise formats or combine reports for efficiency in preparation, insofar as the basic information is provided within the specified timeframe. All administrative files, including details of security personnel on duty at each location at any given time, complaints, incidents, post and radio logs, shift reports, work schedules, equipment inventories, lost and found property, etc., shall be maintained at the SP base and will be the property of SP.
 - Daily Occurrence Book
 - Visitors' Log; and
 - Staff Working After Hours Log
- Performance Meetings
 - Regular performance meeting will be held between SP CSM/DCSM and the security company or its senior representative, not less than once per month. Written minutes of the meetings shall be prepared by the security company and forwarded to SP within 72hours after the meeting.
- The security company Personnel
 - The security company will ensure that same personal is continuously deployed at the same posts. In cases when designated personal cannot be deployed to its standard deployment post, the security company will consult with the CSM/DCSM about adequate replacement minimum twenty four (24) hour prior deploying. In cases when new staff has been deployed to the location without prior approval from the CSM/DCSM, services provided for that particular shift will not be compensated. The security company will on its' own cost provide a file with pictures of all security guards designated to the specific location. This file will be visibly displayed on the main assess point.
- Qualifications

- The security company shall ensure that all its personnel employed and assigned to perform under the contract meet or exceed the following minimum criteria.
 - Must be at least 20 years of age;
 - be physically able to perform all general patrol duties, functions and activities;
 - be free from all communicable diseases;
 - be well proportioned, as to height and weight;
 - be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
 - have binocular vision correctable to 20/30; and
 - have adequate colour acuity and be capable of hearing normal conversation at three (3) metres with both ears, without the benefit of a hearing aid.
- The security company shall conduct pre-hire physical examinations at its own cost and expense, to ensure compliance with the above-mentioned requirements. Any request for waivers must be approved in advance by the CSM in writing
- All employees shall be literate in English/Arabic to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials. Also, they must be capable of understanding oral Bari and able to communicate in the same language.
- No employee shall have been terminated from any previous employment other than honourable circumstances.
- All employees must possess the capacity to acquire a good working knowledge in all aspects of the position requirements of the contracted security force, i.e. post orders. The post orders will be provided by the security company for review by the CSM.
- Personal Appearances
 - The security company shall provide all uniform apparel and equipment to its personnel. Uniformed personnel are expected to keep a clean, neat appearance and present a professional bearing.
 - The security company shall ensure that its personnel are physically capable of standing watch, patrol i.e. not having consumed alcoholic beverages or other types of intoxicants within the previous twelve (12) hours, and are sufficiently rested for minimum of eight (8) hours before each shift. The security company shall ensure that its personnel does not exceed working shift of eight (8) hours. The security company will make every effort that security guards are replaced on time. SP will not be charged for guard services where guard duty exceeds eight (8) hours shift.
- Training Requirements
 - Prior to deployment, each of the security company's security personnel must complete their training programmes and each guards should be qualified. All the security company's security personnel shall receive no less than eight (8) hours refresher training, for every three-month period, on security matters directly related to the performance under the security company. The security company shall determine subjects and the methods of presentation, with emphasis on problem areas.
 - The security company shall conduct the training in an industry acceptable format and shall ensure assimilation of the subject matter by each of its personnel. Results of all refresher training shall be reported in writing to the CSM/DCSM within seven (7) days after completion.
- Employee Conduct
 - The security company shall ensure that its employees maintain satisfactory standards of competency, conduct, appearance and integrity. The security company shall take appropriate actions, as necessary, to ensure compliance with these standards.
- Equipment
 - The security company shall provide all equipment and/or supplies necessary to meet the requirements of this Contract, including communications equipment to its staff.

- Disclosure of Information
 - Neither the security company nor any of its personnel is allowed to disclose or cause the dissemination of any information concerning the operations, staff or assets of Samaritan's Purse Juba base. All inquiries, comments, or complaints, arising from any matter observed, experienced, or learned of as a result of, or in connection with, the performance of this Contract and the resolution of which may require dissemination of official information, will be directed to the CSM/DCSM. Deviations from or violations of any of these provisions may, in addition to all other criminal and civil remedies provided by law, subject to the security company to immediate termination for cause, and/or the individuals involved to a withdrawal of the Samaritan's Purse acceptance and approval of their employment.
 - Removal from Duty
 - The CSM/DCSM has the authority to direct the security company for immediate removal of any employee from the work site should it be determined that an individual is not suitable to perform the guard duties.
- c. Duties and Responsibilities of Security Guards
- The security company's Security Guard shall perform access control functions on 24/7 basis listed but not limited to below;
 - Control all entry/exit points and ensure adequate security of the organisation's premises as per issued policies and procedures;
 - Ensure that all staff and visitors are properly screened and registered and when required issue with adequate access passes, (visitors, contractors etc).
 - Ensure that routine patrols are conducted within the SP Juba base premises and that they are properly documented.
 - Patrol assigned areas; maintain continual surveillance against fire, water leakage and any other action which could damage SP Juba base premises or injure its personnel.
 - Log all movement of equipment in/out of SP Juba base premises.
 - Properly screen all items carried into the premises to prevent and deter entrance of dangerous, illegal or suspicious looking materials or items.
 - Report all incidents on the grounds that involve a breach of safety, security procedures, injuries and theft.
 - Intervene personally to resolve problems or refer them immediately to the CSM/DCSM.
 - Respond to personnel and telephone enquiries and provide appropriate information or suggest alternative sources of information.
 - Provide emergency assistance and assist staff and visitors during contingencies.
 - Assist staff, visitors and guests on the SP Juba base premises as a courtesy and service.
 - Report for duty as and when necessary (on call).
 - Perform other related security duties outlined in the contract as required.
 - Open and close buildings, offices etc.
 - Check that all office machines, air conditioners, lights, etc. are turned off after working hours and report to the Facilities manager.
 - Unless prior approval has been given by the DCSM, personal mobile phones are to be turned off while on duty.

6. INSURANCE AND LOSS

- a. The winning Company agrees that it will provide a Certificate of Insurance for guarding services for actual coverage for the liability amounting to USD \$1,000,000 (One Million U.S. Dollars).
- b. The winning Company agrees that it will provide competent professional security guards with clean records from the police and with no evidence of previous conviction based on theft or other dishonest Facts.

- c. The winning Company shall indemnify and hold harmless client for any losses suffered or expenses incurred by client as a result of theft, burglary, fire, or any other negligent or willful acts or omissions of company or its guards, agents, employees or associates.
- d. The winning company shall not be responsible to indemnify client in the event client suffers loss or incurs expenses due to a Force Majeure event (as defined below).

7. COVENANT;

- a) The winning Company covenant to provide well trained, honest, disciplined, ethical and professional guards that will provide guarding services to Samaritan's Purse. The guards will ensure that they minimize potential losses and risks to Samaritan's Purse by all lawful means necessary. The Company will certainly take full responsibility for any acts of negligence or willful intent that result in losses to; the company stands ready through its insurance premium to compensate Samaritan's Purse for such losses.
- b) The wining Company shall take all reasonable measures to ensure that its personnel conform to the highest standards of moral and ethical conduct. Samaritan's Purse may, at any time and for any reason (or no reason), request in writing the withdrawal or replacement of any personnel of the company assigned to perform work or services under this Contract. The company shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by Samaritan's Purse for withdrawal of all the company personnel shall be deemed a termination of this Contract.

8. CONFIDENTIALITY;

- a) The wining Company shall treat as confidential the terms of this contract as well as any information concerning the client's operations, finances, employees, donors, beneficiaries, vendors, or programs, received or obtained by it or which becomes known to it as a result of this contract and undertakes that it shall not divulge or communicate such confidential information to any person or use or exploit such information.
- b) The terms of this confidentiality clause shall survive the termination of this contract.

9. LEGAL;

- a) The client agrees that it will not employ any of the wining company personnel used in the performance of this contract for at least one year after the expiry of the contract. It will not employ any of the company employee used in the performance of this contract during the life of the contract.
- b) This agreement contains the entire understanding between both parties hereto and the parties shall rely on no condition, warranty or representation other than as expressly stated herein. This contract supersedes any and all pervious contracts, agreements and arrangements between the parties.
- c) This Agreement shall be construed in accordance with the laws of South Sudan; and the parties hereto agree to submit themselves to the exclusive jurisdiction of the courts of South Sudan.

10. FORCE MAJEURE;

- a) Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the contract, was not due to error or negligence on their part or the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Force majeure events include, but are not limited to, Acts of God (i.e., natural disasters), fire due to electrical faults, and armed conflict. Defects in equipment or material or delays in making it available, labor disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- b. Without prejudice to the provisions above, if either contracting party is faced with force majeure, it shall notify the other party without delay with acknowledgement of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

- c. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

11. PREVENTING SEXUAL EXPLOITATION AND ABUSE;

- a. The Company shall take all appropriate measures to prevent sexual exploitation or abuse (PSEA) of anyone by its employees or any other persons engaged and controlled by the company to perform any services under the contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the company shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, good, services or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. Breach of this provision will result in termination of the contract, and the client may report any reported and known illegal acts to the proper law enforcement authorities as legally required.