



JULY 15<sup>TH</sup> 2019

## MALARIA CONSORTIUM UGANDA

### REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF OFFICE CLEANING SERVICES TO MALARIA CONSORTIUM OFFICES IN KAMPALA, MASAKA, KABAROLE, ARUA, LIRA, AND GULU DISTRICTS

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#### SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS

##### A. Malaria Consortium

Malaria Consortium is one of the world's leading non-profit organisations dedicated to the comprehensive control of malaria and other communicable diseases in Africa and Southeast Asia. Malaria Consortium works with communities, government and non-government agencies, academic institutions, and local and international organisations, to ensure good evidence supports delivery of effective services, providing technical support for monitoring and evaluation of programmes and activities for evidence-based decision-making and strategic planning. The organisation works to improve not only the health of the individual, but also the capacity of national health systems, which helps relieve poverty and support improved economic prosperity.

Malaria Consortium is committed to obtaining a fair value for services received with a competitive price and timely delivery of the right quantities at the right quality.

##### B Administrative Information

- B1) It is the intent of this RFP to secure competitive proposals to select a Cleaning service Company to provide cleaning services for Malaria Consortium Uganda Programme offices in the following locations:
- a) Malaria Consortium Uganda Head office , Plot 25, Upper Naguru East Road – Kampala
  - b) Malaria Consortium MAPDs Office, Plot 3 Katonga Road, Nakasero - Kampala
  - c) Malaria Consortium Field Office. Plot 7, Omodo Anyuru Road, Senior Quarters A, Lira Municipality
  - d) Malaria Consortium Field Office , Plot 1, Onono Road, Gulu Senior Quarters , Gulu Municipality
  - e) Malaria Consortium Field Office, Plot 18 Mutuba Avenue, Katwe -Butego Division, Masaka Municipality.
  - f) Malaria Consortium Field Office. Plot, Remand Home Road, East Division, Kabarole Municipality
  - g) Malaria Consortium Field Office , Ociba Lane, Arua Hill Division, Arua Municipality

- B2) Vendors shall submit **sealed bids** addressed to:

**Malaria Consortium Uganda**  
**Plot 25, Upper Naguru East Road**

**Naguru, Kampala, Uganda**

**AND**

A soft copy to [tenders@malariaconsortium.org](mailto:tenders@malariaconsortium.org)

- B3) Bids must be received by **Friday August 9th 2019 at 17:00 (5pm)**. Bids submitted after the deadline will **NOT** be accepted.
- B4) Malaria Consortium shall notify the winning bidders in writing within 10 working days of the bid opening. Malaria Consortium is under no responsibility to release the identity or contract terms of the winning vendor.
- B5) The submitted proposal must include the following mandatory attachments. If any of the documents and information is missing, the offer shall be rejected.
- i) Signature to confirm compliance with Malaria Consortiums Policies and allow Malaria Consortium to verify any references (section F)
  - ii) Copy of business registration documents (proof of legal operation in Uganda).
  - iii) Insurance policies e.g. Workers Compensation insurance etc.
  - iv) Bid Validity(60 days) and state any additional services that Malaria Consortium should consider in the bid
  - v) Company Profile and qualification
  - vi) References from at least three (3) companies/ organisations where similar Insurance services have been / are being provided by your company with in the last five (5) years that shall include customer name, official email, address, telephone number.
  - vii) Completed detailed Pricing Proposal based on the details in this RFP Vat exclusive (**Appendix A**)
  - viii) Certificate of Incorporation
  - ix) Valid Trading License
  - x) Tax Clearance Certificate from URA
  - xi) Sample Copy of the contract and /or standard terms and conditions generally associated with the requested services.
  - xii) Evidence of fulfilment of obligations to pay taxes in Uganda e.g. NSSF
- B6) Malaria Consortium reserves the right to accept or reject any or all bids, and to accept the bid deemed to be in the best interest of Malaria Consortium, and is not bound to accept the lowest priced bid submitted.
- B7) Malaria Consortium reserves the right to award contracts to multiple vendors if deemed to be in its best interest.
- B8) The award criteria shall be based on the proposals overall response and “value for money” while taking into consideration donor and internal requirements and regulations. A committee of Malaria Consortium employees will determine the award.

B9) The successful vendor shall receive a contract for the period of the services required, which can be extended upon agreement of both parties.

B10) The language for communications and required documents is English.

### **C Technical Requirements & Specifications**

C11) Malaria Consortium requires a cleaning company, which is ready to provide Office Cleaning services for Malaria Consortium Uganda Programme offices in the above locations. (Refer to the attached detailed scope of work - **Appendix B**)

### **D Payment Terms**

D12) Malaria Consortium will make payment 30 days after presentation of approved certificate of completion and invoice.

D13) All payments shall be made in (Uganda shillings) by bank transfer.

D14) The evaluation criteria as outlined in section E will be used to evaluate bids.

D15) The bidder will provide fixed prices for the contract term, or may propose a specific alternative pricing method that will guarantee Malaria Consortium the most favourable price for the period.

### **E RFP Evaluation Criteria**

For the proposal to be considered technically compliant, the proposer must achieve a minimum score of 50%. Proposals, which do not meet the minimum score, will be given no further consideration. In addition, clarity and completeness of presentation will be considered during the evaluation.

<b>Technical Criteria</b>	<b>50%</b>
Proposed Methodology (deployment plan, Approach to cleaning, evidence of similar work done, List of Clientele, supervision plan, training plan.	15%
Insurance Policies e.g worker man compensation	5%
Management Structure and Key Personnel with C.V's attached including details and proof of relevant insurance	5%
Company Experience <ul style="list-style-type: none"><li>• Range and depth of company experience</li><li>• Relevant client reference to similar contracts</li><li>• Internal good practice policies</li><li>• Resources available to deliver</li></ul> (Over 10 years = 5 points , 9 -8 years =4points, 7-6years=3points, 5-4 years=2points , 3-1year=1point)	15%
Compliance with Malaria Consortiums Policies &	10%

<b>Financial Competitiveness</b>	<b>50%</b>
Competitive Price	40%
Fixed Price for two years	10%

**F Declaration by the Bidder:**

I/we, the Bidder, hereby confirm compliance with the following (which are attached to this RFP):

- Malaria Consortium Terms and Conditions of Purchase
- Malaria Consortium's Anti-Bribery Policy
- Malaria Consortium's Anti-Fraud and Anti-Corruption policy
- Malaria Consortium's Child Protection policy

I/we also confirm that Malaria Consortium may in its consideration of our offer, and subsequently, rely on the information provided in this document, and may contact references to validate statements and service quality.

I (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ am authorized to represent the above-detailed company and to enter into business commitments on its behalf.

**Company** .....

**Date** .....

## Appendix: A

### Price Schedule – Cleaning Services

*[This Price Schedule should be signed by a person with the proper authority to sign documents for the Bidder. The Bidder in its bid should include it. The Bidder may reproduce this in landscape format but is responsible for its accurate reproduction].*

**Date:** *[insert date (as day, month and year) of bid submission]*

**Procurement Reference No:** MC/Office Cleaning/2019-21/0004

**Name of Bidder:** *[Insert the name of the Bidder]*

<b>No</b>	<b>Office Location</b>	<b>Required no. of Personnel and Material per location</b>	<b>Monthly cost exclusive VAT</b>	<b>Total Annual cost exclusive VAT</b>
1	Malaria Consortium Uganda Head office , Plot 25, Upper Naguru East Road – Kampala	2		
2	Malaria Consortium MAPDs Office, Plot 3 Katonga Road, Nakasero - Kampala	2		
3	Malaria Consortium Field Office. Plot 7, Omodo Anyuru Road, Senior Quarters A, Lira Municipality	2		
4	Malaria Consortium Field Office , Plot 1, Onono Road, Gulu Senior Quarters , Gulu Municipality	2		
5	Malaria Consortium Field Office, Plot 18 Mutuba Avenue, Katwe - Butego Division, Masaka Municipality.	2		
6	Malaria Consortium Field Office , Ociba Lane, Arua Hill Division, Arua Municipality	2		
7	Malaria Consortium Field Office. Plot, Remand Home Road, East Division, Kabarole Municipality	2		

## **APPENDIX: B**

### **Scope of Works - Cleaning Services 2019**

#### **Description of the works:**

Internal (Inside Buildings) and External (Outside Buildings/Compounds) make up the Physical Scope.

- i) **Internal (inside Buildings) includes:** Office areas, meeting rooms, kitchen areas, floors, stairs, reception areas and corridors and toilets

#### Specific functional areas

##### **Floors for corridors, offices, and toilets, stairs, reception space & meeting rooms**

- Clean offices, stairs corridors and toilets between 6.30 am and 7.30 am, each working day / between 7:00am and 5.00pm. Maintenance through the day.
- Sweep or vacuum the floor prior to mopping. Mop with water containing an approved cleansing agent, for all tiled floor surfaces.
- Mop with mixture of water and detergent for just cement floor areas then rinse with clean water and dry it.
- Sand and varnish the wooden floor when worn out Polish them weekly and maintain.
- Sweep stairs before mopping and dusting. Clean the fire extinguisher cylinders in the premises and dust the stair rails.
- Terrazo Floor, use both machine and hand scrubbing to clean thoroughly, Dry mop with mop for daily cleaning use clean water with a liquid detergent and a hand scrubbing brush. Rinse with clean water and squeeze.
- Provide wet signs in corridors when mopping and protective wear for cleaning team.
- Remove dust from the Clocks, Wall Fans, and Notice Board frames and hanged photos in the respective areas/ offices.

##### **Cabinets, doors, wash plastic Chairs, furniture, wooden surfaces, fixtures and equipment**

- Damp wipe free of stains, spillage and marks on all tables' chairs and all wooden surfaces and equipment after the completion of floor cleaning.
- Apply pledge /furniture polish on the wooden surface of tables in offices.
- Damp-wipe all cupboard, doors free of stains, spillage and marks.
- Remove dust and stains from all equipment like copiers, printers, water dispensers.
- Wash plastic Chairs at least once every week
- Dust & wash the Office Chairs every after 3 months or whenever need be.

##### **Office Waste Bins**

- Empty all bins, provide bin liners and replace them weekly unless obviously required sooner. Rubbish from the bins is to be placed in bins where rubbish is collected from, by the respective cabbage collection vehicles at each premise.

##### **Kitchen /Rest room sinks, window for offices, indoor flowers, walls and corridors**

- Clean all sinks and strainers with water and detergent rinse with clean water.
- Clean window glasses, frames and sills for all windows once a week. Wash windows once a month.
- Maintain (water and monitor soils) for indoor flowers daily.
- Remove surface dust, finger marks, smears, spots Stains and cobweb from walls.
- Remove finger marks, smears from around wall switches,
- Door knobs and all metal work.
- Clean/wash window curtain Blinds where applicable. Clean up ventilators and wash them when due.

#### **Entry and Reception Areas**

- Remove surface dust, finger marks, smears, spots and stains from wall switches and doorknobs.
- Remove dead insects and litter from window frames, sills and any horizontal surface.
- Remove dust and finger marks where necessary on all glass doors, viewing glass and partition glass (both sides) once a week or when necessary.
- Remove and clean doormats, replace doormats correctly.
- Remove dust from the Clock, Fan and Notice Board frames in the reception area.

#### **Rest Rooms (Toilets)**

- Sweep the floor prior to mopping. Mop with water containing an approved cleansing agent.
- Wash toilet floors free from surface dirt with a germicidal detergent and disinfectant and where mopping is not sufficient to give a good appearance, machine scrubbing of floor is to be applied.
- Remove stains and spillage from all toilet fixtures, surrounding walls and skirting surfaces, with a disinfectant and cleaning agent.
- Clean toilet seats, topside and underside with a disinfectant and cleaning agent.
- Remove watermarks and stains from inside and outside of toilet bowls and urinals.
- Clean and disinfect urinals, water-soluble crystals or urinal mats are to be used in all urinals.
- Remove all marks from mirrors, all doors, walls, washable paintwork and wall tiles.
- Clean and disinfect all hand basins thoroughly including wall mirrors, etc. No abrasive cleaning materials are to be used.
- Replace toilet tissues as and when required on each day. I think for quality control, this should be left to the staff who have been buying it.
- Empty waste Sanitary bins, Waste baskets and clean them daily.

#### **ii) External includes:**

- Sweep compound walk ways, park yards and pavements daily before 7.30 am.
- Scrub pavements once a month.
- Clean drainages on the ground floor surrounding the building (weekly), gutters and pipes on the rooftop monthly.
- Mow the grass in compound once a month in dry season and twice a month in wet season.
- Maintain the flowers (water them and change soils where necessary).
- Trim the Hedges once or twice a month basing on need.
- Water the grass compound/Flower Gardens in a dry season whenever it is necessary.
- Clean Ventilators ,Gutters and the Premise Gate
- External washing of walls (in case painted, not plastered)
- Carry out General cleaning and Fumigation once every quarter
- Clean swimming pool at Katonga office by removing all debris from the water, disinfecting the water at least twice a week with the recommended/required chemical.

- Provide fumigation services against vermin, termites and rodents.

## **Human Resource requirements**

### **List of staff requirements for the key personnel (Profile/qualifications)**

- Bidders shall provide certificates and evidence of experience. A clear disciplinary procedure of the company and staff rotational plans on a quarterly basis should also be provided on submission of bid documents. Basic staff should be able to read and write in English.
- Over all premises Supervisor; preferably with a minimum of a Diploma in Business Administration, with good communication and interpersonal skills.
- Each Lot should be provided with cleaners with a minimum qualification of an O-level certificate and with proven capacity and experience to supervise the cleaning function.
- The service provider to handle plumbing equipment with care.
- Two cleaners at each office location to clean office, toilets etc. A stand by force to cater for unforeseen absence of some workers should be catered for. Their employers should give all cleaners skills in customer care, interpersonal relationship and basic cleaning functions.
- Cater for the cleaner's welfare (provision of lunch, Job rotation schedule, Training, Leave days, workers compensation)
- Provide full uniform to all cleaners with identification with the company and protective wear i.e. gum boots, gloves, and nose masks.(Occupation Health & Safety)
- Provide Signage for wet floor areas/Slippery surface when cleaning

## **Equipment**

- The provider should submit list of equipment with their capacity and the number of times they would be available in a month during the execution of the contract.

## **Performance**

- Provider who have worked with Malaria Consortium in the portfolio of cleaning services specifically for offices should provide the recommendation on performance from Malaria Consortium especially on the most recent contracts (running/expired)
- Providers who have not worked with Malaria Consortium before should provide at least three (3) recommendations on performance from their current/most recent contracts from other clients.

## **Work plan price schedules**

- The provider must provide a documented work plan specifying month schedule which would determine the fixed monthly payment for all the seven office location
- The work plan should have an appendix of a list of costed quality cleaning materials with quantities to be provided for each premise specified above:
- The user should be given access to monthly inspection of materials.
- The following makes part of the basic supplies required but not limited to: Cleaning detergents, Pledge, Mopping rugs, Cleaning Towels, brooms, cobweb cleaners, ladders, hoovers, scrubbing machines Squeezers, liquid soap, as and when required, disinfectants, and sanitary disposal services and any others.
- Provide the list and quantities of equipment intended to be used for the cleaning service. I.e. hooving, mowing machines, wet places sign posts etc. Equipment should be of good quality and readily available (noise free equipment will be preferred).

## **Provide expected schedule**

- Submit a monthly report on performance and challenges when invoicing.



**Malaria Consortium obligations.**

- Provide access to cleaning sites
- Allocate a contract manager to liaise with the service provider.
- Provide support, supervision, monitor performance and provide feedback to the service provider
- Make follow up of timely payment.
- Provide information as and when required by the service provider.
- Provide a room to store materials and create space for changing room.

**Joint Obligation**

Continuous monitoring for of quality management and improvement.

**Evaluation process:**

- The service provider shall be subjected to strict supervision through observation of checklists for work schedules, which will form the basis upon which payment, will be effected.
- Payment will not be effected for the continuous rated poor performance of specified area/item, rated with a score of 2 & below for 2 consecutive months

**Duration of the contract:** Two Years, renewal on satisfactory performance based on quarterly Inspection Reviews.

**Payment terms:** Monthly Submission of requests for payment by EFT.

**NOTE: Interested parties need to visit all the sites before submitting the bids.**

## Malaria Consortium Terms and Conditions of Purchase

### 1 Definitions and Interpretation

These terms and conditions ("**Conditions**") form part of the contract between the supplier ("**Supplier**") and Malaria Consortium (the "**Customer**"), in relation to the purchase order ("**Order**") (the Order and the Conditions are together referred to as the "**Contract**"). Terms not otherwise defined herein shall have the meaning given to them in the applicable Order.

### 2 Quality and Defects

#### 2.1 The Goods and the Services shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for each purpose held out by the Supplier or made known to the Supplier by the Customer;
- d) be free from defects in design, material, workmanship and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

#### 2.2 The Customer (including its representatives or agents) reserves the right at any time without the provision of prior notice to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

### 3 Ethical Standards

#### 3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation including in the areas of child labour and forced labour.

#### 3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental, public health & safety, and product safety statutory and regulatory requirements and standards, shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism and shall check its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List and comply with all regulatory requirements relating thereto.

#### 3.3 The Supplier shall comply with the following Customer Policies, which are available upon request: Child Safeguarding and Anti-Bribery. *[Note: query whether these should be defined]*

### 4 Delivery / Performance

#### 4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.

#### 4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.

#### 4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.

#### 4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods

shall pass to the Customer on completion of delivery. ***[Note: need to specify an Incoterm in the Purchaser Order if this is to work.]***

- 4.5 The Customer shall not be deemed to have accepted any Goods or Services and shall retain its right to reject such Goods and Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense and the Supplier shall repay to the Customer any amount paid in relation to such Goods or Services.

## **5 Indemnity**

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services or a breach of Clause 2.

## **6 Price and Payment**

Payment in arrears will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

## **7 Termination**

- 7.1 The Customer may terminate the Contract without liability to the Supplier in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.
- 7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and the Supplier shall pay to the Customer any losses (including all associated costs, liabilities and expenses, including legal costs) incurred by the Customer as a consequence of such termination and/or breach from the Supplier at any time if the Supplier:
  - a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order or other similar bankruptcy process;
  - b) is in material breach of its obligations under the Contract; or
  - c) is in breach of any of its obligations and fails to remedy such breach within 14 days of written notice to remedy from the Customer.
- 7.3 In the event of termination, all existing purchase orders must be completed.

## **8 Supplier's Warranties**

- 8.1 The Supplier warrants to the Customer that:
  - a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
  - b) it will not and will ensure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and

- c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

## **9 Force majeure**

- 9.1 Neither the Supplier nor the Customer shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control and was not reasonably foreseeable at the date of the Order (a "**Force Majeure Event**") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
- 9.2 If any Force Majeure Event prevents the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

## **10 General**

- 10.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.
- 10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.
- 10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified in writing from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.
- 10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6 The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.

## **Anti-Bribery Policy**

### **1. Purpose and context**

Malaria Consortium's policy is to conduct its work in an honest and ethical manner. Malaria Consortium, wherever it operates, takes a zero-tolerance approach to bribery and is committed to ensuring that its employees act professionally, fairly and with integrity in all dealings wherever Malaria Consortium operates. This is to ensure that the organisation benefits from a valued reputation, and donor and partner and beneficiary confidence.

### **2. Principles**

Malaria Consortium is committed to implementing and enforcing effective systems to counter bribery.

### **3. Scope**

This policy applies to all individuals in the organisation, including trustees, senior managers, employees (whether permanent, fixed term or temporary), volunteers and interns, consultants, partners and any other person or organisation providing services to Malaria Consortium whether paid or unpaid.

All employees will be trained on this policy on joining the organisation as part of their finance induction. They will be asked to sign that have read, understood and agree to abide by its content. All other persons associated with the organisation will be informed of this policy through their contractual arrangements. For existing employees and associated persons the policy is to be communicated via the Country Director, the Regional Programmes Director in the regions and the Financial Controller in each country.

### **4. Definition and terms**

#### **What is a bribe?**

A bribe is a financial or other advantage offered or given:

- To anyone to persuade them to or reward them for performing their duties improperly or;
- To any public official with the intention of influencing the official in performance of their duties. This includes any form of gift or payment to an official in an attempt to speed up or complete a process quicker than usual. The size of the gift is irrelevant.

### **5. Implementation**

Any individual suspected of offering, promising or giving a bribe, requesting, agreeing to receive or accepting a bribe or bribing a public official will be investigated under the organisation's disciplinary policy and if found guilty will be dismissed for gross misconduct. For any contractor found to offer, promise or give a bribe or requested or agreed to receive or accept a bribe or bribing a foreign public official, will have their contract terminated immediately, all business dealings will cease and financial compensation will be sought and it will be reported to the authorities as required by the Act.

If any individual is confronted with a request to make a bribe, individuals are to present a copy or explain this Anti-Bribery Policy and must not agree to the bribe in any circumstances. All vehicles should carry a copy of the policy for this purpose.

#### **Gifts and hospitality**

This policy does not prohibit the giving and receiving of promotional gifts of low value and normal and appropriate hospitality. Low value gifts are defined as those below GBP 5.00 or currency equivalent. Gifts and hospitality may amount to bribery; therefore these must not be offered or given with the intention of persuading anyone to act improperly or to influence a public official in the performance of his duties. Any gifts or hospitality offered must be reported to the Country Finance Manager before acceptance and instruction given to the individual on whether or not the gift is to be accepted.

Any offer or promise must be documented, whether it is approved or not by the Country Finance Manager on the register of interest and gifts for the country. Malaria Consortium does not give out gifts, although within projects, some activities, such as low cost incentives to voluntary workers, may be acceptable. These must be within the original project and its budget as agreed with the donor.

The register will be accessible by the Country Director, internal and external auditors and to regional and HQ staff performing checks on visits to the country.

### **Facilitation payments and kickbacks**

Malaria Consortium does not make, and will not accept, facilitation payments or “kickbacks” of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official, for example to clear goods or persons through customs. Kickbacks are typically payments made in return for a business favour or advantage, for example, to reduce delivery time on goods and services. All employees must avoid any activity that may lead to, or suggest, that a facilitation payment or kickback will be made or accepted on behalf of Malaria Consortium.

### **Donations**

Malaria Consortium does not make contributions of any kind to political parties.

### **Financial Systems**

Malaria Consortium will keep financial records and ensure appropriate internal controls are in place to ensure there is an evidence trail for any payments made to third parties, in order to prevent corrupt payments taking place.

All expense claims relating to hospitality, gifts or expenses incurred to third parties must be submitted in accordance with the financial procedures and must specifically record the reason for the expenditure.

All accounts, invoices, memoranda and any other documents and records relating to dealings with third parties, such as clients, suppliers and other business contacts, must be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off-book” to facilitate or conceal any payments.

### **Whistle Blowing**

Employees are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage in accordance with Malaria Consortium’s Whistle Blowing Policy. Malaria Consortium will apply criminal and administrative sanctions in a robust manner to demonstrate a zero tolerance to bribery.

### **Monitoring**

The effectiveness of this policy will be regularly reviewed by the Board of Trustees and internal control systems and procedures will be subject to audit under the internal audit

## **Anti-Fraud and Anti-Corruption Policy**

### **1. Purpose and context**

The aim of Malaria Consortium's fraud and anti-corruption policy is to minimise fraud through a series of measures, including clear policies and processes, regular internal and external audits and training for all staff.

### **2. Principles**

Malaria Consortium is committed to investigate any and all suspected acts of fraud, misappropriation or other similar irregularity. Detecting fraud and corruption is everyone's responsibility and if any incident or potential incident is discovered staff must report it immediately, as required by Malaria Consortium's whistle blowing policy.

### **3. Scope**

Malaria Consortium is committed to maintaining an untainted reputation with its donors, partners, beneficiaries and vendors. All Malaria Consortium employees and service providers are under obligation to maintain integrity in all actions and must avoid circumstances that compromise their decisions or actions. All employees must ensure that the ethical business practices and interests of the organisation are observed.

It is a major violation of Malaria Consortium's policies for employees or service providers to knowingly conceal, falsify or misrepresent a material fact relating to any transaction. Misrepresentation may include but is not limited to: signing for receipt of goods or services not yet received or completed, or altering any document to disguise or change the outcome, including the back-dating of documents. For employees proven violations will lead to disciplinary action up to dismissal from employment and legal action. For service providers proven violations will result in the immediate termination of their contract and the cessation of all business dealings.

### **4. Definition and terms**

Fraud is defined in the Uganda Act, as false representation, failure to disclose information or abuse of position, in order to make a gain for yourself or another or to cause or expose another to a risk of loss. Fraud covers an act of deception, bribery, forgery, extortion, theft, misappropriation, false representation, conspiracy, corruption, collusion, embezzlement, or concealment of material facts.

Anti-corruption: relates to the measures taken to eradicate or prevent dishonest or fraudulent conduct.

Both corruption and fraud amount to abuse and theft. Acts of fraud and corruption include, but are not restricted to:

- Falsifying time sheets or payroll records
- Falsifying travel and entertainment expenses
- Fictitious reporting of receipts from suppliers or shipments to customers
- Creation of false invoices or purchase orders, including the back-dating of documents
- Misappropriation of Malaria Consortium and donor equipment, resources and even data
- Misstatement of income
- Misstatement of assets
- Understatement of liabilities
- Paying bribes, that is payment to another person to induce a certain action from them, this includes payments to officials such police officers requesting unofficial payments on road blocks

- Receiving money or gifts in order to undertake a certain action for example ordering with a specific supplier
- Obtaining Malaria Consortium income or assets by deception
- Claiming to provide services to beneficiaries that do not exist, and other forms of identify fraud

## 5. Implementation

### Steps to mitigate occurrence

The organisation adopts the following anti-fraud measures to minimise its risk from fraudulent activity:

- Clear policies on the expected conduct of staff in the organisation, for example Anti-Bribery and Code of Conduct communicated as part of induction programme and updates staff in team meetings.
- Records and investigates all incidences including suspected and confirmed fraud, in line with MC Guidance on Conducting a Fraud investigation.
- Reports fraud to the police and to the Charity Commission.
- Implements robust controls and informs staff about the procedures and measures in place.
- Ensures records of all income and expenditure are kept and receipts, invoices and supporting documents are adequate.
- Checks that financial controls are not overridden, by-passed or ignored
- Reconciles bank accounts monthly and conducts spot checks
- Uses tiered delegated authority and signature levels for all payments
- Restricts and closely monitors access to sensitive information
- Implements an Internal Audit function reviewing processes and procedures on a risk basis
- Establishes clearly defined roles for staff that include segregation of duties

Malaria Consortium has a zero tolerance to fraud and corruption. Malaria Consortium will apply robust sanctions to combat fraud and corruption including disciplinary action and reporting suspected criminal activity to the police.



## **Child Safeguarding Policy**

### **STATEMENT OF COMMITMENT**

Malaria Consortium is committed to comply with all relevant local law on child rights and welfare in order to provide what is in 'best interest of the child' including employment law that apply to children.

Malaria Consortium is committed to the welfare and rights of children. All staff, volunteers, interns, consultants, visitors, donors, service providers, trustees or sponsors of Malaria Consortium are expected to treat all children and other staff with respect and dignity regardless of race, colour, sex, language, religion or belief, political or other opinion, ethnic or social origin, disability, birth or other status. This includes all children less than 18 years of age.

Inappropriate, harassing, abusive, sexually provocative or demeaning language or behaviour towards children will not be tolerated. Different forms of child abuse include:

- **Physical Abuse:** Any punishments and physical abuse to children like beating including with a stick or other implement, poisoning, shaking and smothering or forcing the child to work in an unsafe way/environment. These are things that deliberately and negatively affect the physical well-being of children.
- **Mental Abuse:** Any actions (gestures, words and behaviour) that deliberately affect a child's mental/emotional well-being for example by making them afraid, anxious, annoyed or discouraged.
- **Neglect:** Any actions that deliberately neglect to provide the four essential rights of children (right to live, right to learn, right to participate and the right to speak).
- **Sexual Abuse:** Any actions with sexual intent towards children such as touching children's genitals, forcing child to watch or take part in pornography or coercing the child to have sex.

Malaria Consortium is committed to informing children, decision makers, and the public through the media that child abuse is wrong. It is also understood that keeping silent is also wrong.

Where possible children are also included as key stakeholders because Malaria Consortium believes that children have the right to speak and be heard. Involving them in the process also enables them to know their right to protection. Children are encouraged to have active cooperation, share information and be involved in advocacy initiatives.

All staff, visitors, partners and service providers agree to this policy, which is reviewed every two years.

### **BEHAVIOURAL PROTOCOLS**

- Whenever possible, it should be ensured that another adult is present when working in the proximity of children. Sleeping close to unsupervised children will not be allowed unless necessary.
- That a child will not be engaged in any form of sexual activities or acts. Adults will always be responsible for their behaviour and cannot blame the child even if the child 'provokes' or acts in a 'seductive' way.
- That computers, mobile phones, video and digital cameras will be used appropriately, and never to exploit or harass children or to access child pornography through any medium.
- If protocols are broken, the person involved will be disciplined and such disciplinary action could result in summary dismissal.

- Communities and children with whom Malaria Consortium staff work will be informed of the protocols and will be assured that project support will not be discontinued if they report suspicious behaviour. Also Staff will not be asked to leave for reporting suspicious behaviour.
- Where children are placed in communities, there will be careful screening and training of foster parents to ensure safe and adequate care will be given.
- Malaria Consortium, its partners and service providers will not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury.

## **RESPONSES TO ALLEGATIONS**

Individuals must immediately report concerns or allegations of child abuse. Where an allegation has been made that a staff member/visitor/service provider to the organisation has abused a child then the Malaria Consortium will investigate and take the appropriate action to deal with the situation.

- Malaria Consortium will have a designated person who is to be responsible for dealing with child safeguarding issues in the organisation.
- Both victim (and perpetrator) will be treated with respect from the start of the process to the end.
- Children rarely lie in situations like this so their story must be heard and believed unless proven otherwise. They may also require extra protection if the perpetrator has not been arrested.
- Malaria Consortium will have a reporting procedure where the Country Director is informed and then others as the need arise.
- Records should be made of all facts related to the investigation and these should be carefully and confidentially filed.
- The relevant Embassy should be informed if a foreigner is involved.
- There should be a person designated to deal with the police.

## **USE OF CHILDREN'S IMAGES AND PERSONAL INFORMATION FOR PROMOTION, FUNDRAISING AND DEVELOPMENT EDUCATION**

When photographing or filming a child for work related purposes, Malaria Consortium must:

- Before photographing or filming a child, assess and endeavour to comply with local traditions or restrictions for reproducing personal images.
- Before photographing or filming a child, obtain consent from the child or a parent or guardian of the child. This must be explained to the child how the photograph or film will be used.
- Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive.
- Ensure images are honest representations of the context and the facts.
- Ensure file labels do not reveal identifying information about a child when sending images electronically.