**Pre-Qualification Questionnaire and Information for Bidders**

**Provision of:**

**Ref:**

**Date:**

Table of Contents

[1. **INTRODUCTION** 3](#_Toc508125678)

[2. **IMPORTANT INFORMATION** 3](#_Toc508125679)

[3. **BACKGROUND TO THE TENDER AND THE PROCESS TIMETABLE** 5](#_Toc508125680)

[4. **INSTRUCTIONS FOR COMPLETING THE PQQ** 5](#_Toc508125681)

[5. **EVALUATION OF PQQ** 7](#_Toc508125682)

[**SCHEDULE 1- PRE-QUALIFICATION QUESTIONNAIRE RESPONSE DOCUMENT** 8](#_Toc508125683)

[*FORM A – ORGANISATION AND CONTACT DETAILS - Information only* 9](#_Toc508125684)

[*FORM B – GENERAL CRITERIA – PASS/ FAIL* 10](#_Toc508125685)

[*FORM C - FINANCIAL INFORMATION – PASS/ FAIL* 12](#_Toc508125686)

[*FORM D TECHNICAL ABILITY – PASS/FAIL & SCORED* 14](#_Toc508125688)

[*FORM E - DECLARATION* 16](#_Toc508125689)

[*ANNEX 1 – PARENT/ GROUP COMPANY STATEMENT* 18](#_Toc508125690)

[*ANNEX 2 – CODE OF ETHICS* 19](#_Toc508125691)

|  |
| --- |
| **<CLIENT NAME> Contact** |
| **The <CLIENT NAME> contact for this tender process is:** **<CLIENT CONTACT>****<CLIENT ADDRESS>** E-mail: <Email>Any actual or attempted communication with the <CLIENT NAME> outside of the above contact (unless specifically requested by the <CLIENT NAME>) will not be considered or responded to. Failure to adhere to this requirement may result in disqualification. |

# **INTRODUCTION**

## In order to participate in a tender process, interested parties ("**Bidders**") should complete this Pre-Qualification Questionnaire ("**PQQ**") in accordance with the instructions contained within this document.

## The contract to be entered into with the successful Bidder will be based on an Invitation to Tender (ITT) template which will be issued to Bidders later in the tender process, if they successfully qualify the PQQ stage.

## **Bidder Contact Point**

## Bidders are asked to nominate a single point of contact in their organisation for all contact from the <CLIENT NAME> in this tender process. The <CLIENT NAME> will not be responsible for contacting the Bidder through any route other than the nominated contact. Any amendment to the nominated contact must be clearly identified and communicated in writing to the <CLIENT NAME>.

# **IMPORTANT INFORMATION**

## The contents of this PQQ and that of any other documentation sent to Bidders in respect of this tender process are provided on the basis that they are, and will remain, the property of the <CLIENT NAME> and must be treated as confidential, and only shared with other parties essential to preparing a response to this PQQ and for no other purpose.

## If any Bidder is unwilling or unable to comply with the requirement in 2.1 above, it is required to destroy this PQQ and all associated documents immediately and not retain any paper or electronic copies.

## No Bidder will undertake any publicity activities with any part of the media in relation to this tender process without the prior written agreement of the <CLIENT NAME>.

## This PQQ is made available in good faith and is not intended to provide the basis of any investment decision or recommendation. Nothing in this PQQ is or should be relied on as a promise or representation. No warranty is given as to the accuracy or completeness of the information contained in it and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by the <CLIENT NAME>.

## The <CLIENT NAME> reserves the right to reject PQQ responses that are not submitted in accordance with the instructions given. Rejection of a PQQ response will result in disqualification of that Bidder from the tender process.

## The <CLIENT NAME> reserves the right to change, without notice, the timing and procedure for the tender process and awarding of the contract(s), to reject any and all bids for the contract(s) and/or to cancel the tender process and not award any contract at any point, with no liability on its part. In particular, The <CLIENT NAME> is not liable for any costs resulting from cancellation of this process nor for any costs incurred by Bidders taking part in this tender process.

## Where applicable, Bidders will be required to confirm, at tender stage (ITT), that there have been no material changes to their financial standing and/or technical competence as set out in their response to this PQQ.

## Where there is any indication that any actual or potential conflict of interest exists or may arise then it shall be the responsibility of the Bidder to inform the <CLIENT NAME> detailing the conflict in writing, and setting out how it can be adequately managed, as an attachment to the PQQ response. If a conflict of interest cannot be effectively managed, a Bidder will be disqualified from the tender process. The <CLIENT NAME> will be the final arbiter on cases of potential conflict of interests. Failure to notify the <CLIENT NAME> of any actual or potential conflict of interest will invalidate any verbal or written agreement.

## Bidders and their employees, agents and sub-contractors must not engage in any collusive behaviour, anti-competitive conduct or similar behaviour with any other Bidder or any other person in relation to the preparation or submission of any proposals or other documents as part of this tender process.

## Bidders must not use the improper assistance of any <CLIENT NAME> employee or use information obtained unlawfully or in breach of an obligation of confidentiality to the <CLIENT NAME> in preparing proposals or other documents as part of this tender process.

## Bidders must not make false or misleading statements in their proposals or other documents as part of this tender process. The <CLIENT NAME> reserves the right in its discretion to reject any responses where on reasonable grounds it believes that the response contains false or misleading statements, and regardless of whether such statements are made intentionally or unintentionally.

## The <CLIENT NAME> may, at its discretion, conduct site visits or reference checks, the outcome of which may feed in to any stage of the tender process.

## Nothing in this tender process is intended to form any express or implied contractual relationship between the parties unless and until a contract (or contracts) is awarded for the opportunity.

## The <CLIENT NAME> will collect, hold and use personal data obtained from and about the Bidder and its staff during the course of the tender process ("**Personal Data**"). The Bidder must agree to such Personal Data being collected, held and used in accordance with and for the purposes of administering the tender process as contemplated by this PQQ, any Invitation To Tender (ITT) issued by the <CLIENT NAME>, and for the management of any contract subsequently awarded.

## The Bidder warrants, on a continuing basis, that it has all requisite authority and has obtained and will maintain all necessary consents, and otherwise fully complied with all of its obligations under applicable privacy laws, in order to disclose to the <CLIENT NAME>, the Personal Data, and allow the <CLIENT NAME> to carry out the tender process. The Bidder shall immediately notify the <CLIENT NAME> if any of these consents are revoked or changed in any way which impacts on the <CLIENT NAME>'s rights or obligations in relation to such Personal Data.

# **BACKGROUND TO THE TENDER AND THE PROCESS TIMETABLE**

## The outline of the project is to provide internal audit services to assist in the appraisal of the internal control systems of The <CLIENT NAME>. The initial contract period will be a 3year contract term, with three further optional extension periods of 1 year each. Further information can be found within the Core Requirements Procurement document.

## The indicative timetable for this tender process is set out below. This is intended as a guide, and whilst the <CLIENT NAME> does not intend to depart from the timetable, it reserves the right to do so at any time.

|  |  |
| --- | --- |
| **Milestone** | **Date** |
| **Stage 1** |
| Period PQQ available |  |
| Last date for PQQ clarifications |  |
| PQQ submission deadline  |  |
| Completion of PQQ evaluation |  |
| Inform successful and unsuccessful suppliers |  |
| **Stage 2** |
| Invitation to Tender (ITT) sent to shortlisted Bidders  |  |
| Last date for ITT clarifications  |  |
| Tender bid submission deadline |  |
| Completion of tender bid submission evaluation |  |
| Notification to Shortlisted bidders re Presentation |  |
| Shortlisted Supplier Presentations |  |
| Completion of ITT evaluation |  |
| Contract Award Notification |  |
| Contract Start Date |  |

# **INSTRUCTIONS FOR COMPLETING THE PQQ**

## **Format**

## Each question must be answered in full using the same numbering and order as set out in the PQQ. Bidders must not provide any information additional to that specifically requested.

## All responses must be in English.

## The <CLIENT NAME> may, at its sole discretion, require clarification of a Bidder's PQQ response and will contact Bidders as necessary, for any clarification required.

## If there are any questions that do not apply to a Bidder, please answer with a N/A with an explanation where appropriate.

## **Clarification**

## Clarification requests should be submitted as soon as possible and in any event, no later than 12:00 Noon on <date>.

## Any requests for clarification must be made only through the email contact specified above.

## The <CLIENT NAME> will aim to respond to clarification requests within one (1) working day following the day of receipt.

## Any clarification request and response containing information that is of relevance to all Bidders shall, in the interest of a fair tender process, be made available to all Bidders without disclosing the identity of the originator of the question.

## **Reliance on parent / Group Company**

## Where a Bidder intends to rely upon the financial standing or technical ability of a parent or other group company as part of its PQQ submission:

### Relevant financial/ technical information (as applicable) must be fully submitted in respect of the parent or other group company; and

### The <CLIENT NAME> reserves the right to require parent/ group company performance/ financial guarantees, before entering into a Contract.

**Single Entity Bidders**

## Bids may only be submitted by Bidders comprising a single legal entity and consequently consortium Bidders will not be permitted to participate in this tender process.

**Code of Ethics**

4.11 The Code of Ethics must be signed and returned as part of the bidders response.

**Method of Submission**

## Submissions and all supporting documents must be made in electronic format and sent to <Email>

## Bidders must ensure that the <CLIENT NAME> receives the completed PQQ no later than 12:00Noon on <DATE>. Please note that completed PQQs received after the closing date/time will be rejected.

**Submission Checklist**

**Please use this checklist to ensure you have completed everything required and return with your PQQ submission.**

|  |  |
| --- | --- |
| **Section** | **Completed and returned?** |
| Form A – Organisation and Contact Details |  |
| Form B – General Criteria |  |
| Form C – Financial Information |  |
| Form D –Technical Ability |  |
| Form E – Declaration |  |
| Annex 1 – Parent/group company statement (if applicable) |  |
| Annex 2 – Signed Code of Ethics |  |

# **EVALUATION OF PQQ**

## The PQQ responses will be evaluated in accordance with the following process:

## **Compliance Check**

## The information supplied in the PQQ response by each Bidder will be checked for completion and submission compliance with the requirements of the PQQ.

## Failure to provide the required information, make a satisfactory response to any question, or supply documentation requested/ referred to in responses may mean that the response is non-compliant, and the Bidder will be disqualified from the tender process.

## **PQQ Evaluation**

## Completed PQQs that pass the compliance check will then be evaluated in accordance with the scoring methodology set out below.

## The scoring methodology that will be applied is as follows:

### Information only – the information provided will not be scored, but failure to provide it may result in the PQQ submission being disqualified from the tender process.

### Pass/ fail – responses to the questions that are scored as a "fail" will result in disqualification from the tender process and the remaining sections of the response will not be evaluated further.

### Scored – responses will be awarded a score as described at the end of each section.

## **Bidder short listing**

## All Bidders who:

###  submit a compliant PQQ response; and

###  achieve a pass in all pass/fail sections;

## will have their responses to the scored sections marked. The <CLIENT NAME> will invite the top five compliant bidders to participate in the next stage (ITT) of the tender process however, The <CLIENT NAME> reserves the right, in its absolute discretion, to invite fewer than five Applicants. In the event scores are tied, the <CLIENT NAME> may, at its discretion, increase the number of bidders invited to participate.

# **SCHEDULE 1****- PRE-QUALIFICATION QUESTIONNAIRE RESPONSE DOCUMENT**

|  |
| --- |
| **TO BE COMPLETED AND RETURNED** |

# *FORM A – ORGANISATION AND CONTACT DETAILS - Information only*

|  |  |
| --- | --- |
| Full name of Company (Bidder): |  |
| Contact name for enquiries about this PQQ: |  |
| Contact position (Job Title): |  |
| Address:Post Code: |  |
| Telephone number(s): |  |
| Fax number: |  |
| E-mail address: |  |
| Company/ Registered Provider or Charity registration number (if applicable - please specify registering body): |  |
| Country of Registration: |  |
| Type of organisation:(Please tick **one**) | 1. a public limited company
 |  |
| 1. a limited company
 |  |
| 1. a limited liability partnership
 |  |
| 1. other partnership
 |  |
| 1. a sole trader
 |  |
| 1. other (please specify)
 |  |
| Name and registration number of immediate parent company (if applicable): |  |
| Name and registration number of ultimate parent company (if applicable): |  |
| Number of full-time employees: |  |
| Annual Turnover (£): |  |
| % and number of women on the Management Board |  |

# *FORM B – GENERAL CRITERIA – PASS/ FAIL*

1. **Mandatory grounds for rejection**

**Important Notice:**

**Any Bidder who answers “Yes” to any question in this section will be disqualified from the tender process.**

Please answer each question.

|  |  |
| --- | --- |
| Has the Bidder or any of its directors or partners or any other person who has powers of representation, decision or control been convicted of: | **Answer****(Yes or No)** |
| conspiracy |  |
| corruption  |  |
| bribery |  |
| fraud |  |
| the offence of cheating the Government's Tax Authority |  |
| the offence of conspiracy to defraud |  |
| theft |  |
| fraudulent trading |  |
| fraudulent evasion of taxation |  |
| destroying, defacing or concealing of documents |  |
| making, adapting, supplying or offering to supply articles for use in frauds |  |
| money laundering |  |
| an offence in connection with the proceeds of criminal conduct |  |
| an offence in connection with the proceeds of drug trafficking  |  |
| a criminal offence relating to the conduct of his/her business or profession |  |
| committed an act of grave misconduct in the course of his/her business or profession;  |  |

1. **Discretionary Grounds for Rejection**

**Any Bidder who answers “Yes” to any question in this section may be disqualified from the tender process.**

In the event that you answer “Yes” to any question, please set out in a separate Annex, full details of the relevant incident and any remedial action taken subsequently. The information provided may be taken into account by the <CLIENT NAME> in considering whether or not you will be able to proceed any further in respect of this tender process.

|  |  |
| --- | --- |
| Has the bidder ever been the subject of any of the following (or the equivalent of any of the following in the applicable jurisdiction): | **Answer****(Yes or No)** |
| bankruptcy |  |
| insolvency |  |
| debt relief order or restriction |  |
| administration order |  |
| liquidation |  |
| arrangement or composition with creditors |  |
| winding up order (otherwise than for the purpose of bona fide reconstruction or amalgamation) |  |
| receivership |  |

# *FORM C - FINANCIAL INFORMATION – PASS/ FAIL*

1. **Insurance**

|  |  |  |
| --- | --- | --- |
| 1. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the appropriate levels of insurance cover indicated below:Employer’ Compulsory Liability Insurance - 1 millionPublic Liability Insurance – 1 millionProfessional Indemnity Insurance - ½ million | ▢ Yes▢ No  |

1. **Financial Information – Pass/ Fail

Please provide the following**a. A copy of the audited accounts for the most recent two years.

b. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation.

C. A statement of the cash flow forecast for the current year.

d. Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).
2. **Parent or Group Company Declaration – Pass/ Fail**

Where a Bidder intends to rely upon the turnover or technical ability of a parent or other group company as part of its PQQ submission:

## The <CLIENT NAME> reserves the right to request parent or group company performance/ financial guarantees from the Bidder (if successful), before entering into a Contract;

|  |  |
| --- | --- |
| **Parent/ Group Company Declaration**  | **Yes/ No/ N/A** |
| Please confirm that a statement in the form set out at Annex 1 from any parent/ group company stating that it is prepared to support the Bidder, including the provision of performance/ financial guarantees in such form as may be required by The <CLIENT NAME>, is included with the PQQ response.  |  |

1. **Financial Standing**

Bidders must achieve a minimum Equifax Credit Score. Should an applicant fail to meet this minimum standard, the <CLIENT NAME> is entitled to exclude the applicant from the Procurement exercise but, may decide at it’s discretion, having considered all the relevant circumstances, to allow the applicant to proceed.

1. **Policies – Pass/ Fail**

|  |  |
| --- | --- |
| Policies | **Answer****(Yes or No)** |
| Do you have a Health & Safety Policy |  |
| Do you have an Environmental Management Policy |  |
| Do you have a Data Protection / GDPR Policy |  |

#

# *FORM D TECHNICAL ABILITY – PASS/FAIL & SCORED*

1. **Experience**

Scores will be allocated for in accordance with the following scoring table.

|  |  |
| --- | --- |
| **Score** | **Interpretation** |
| 4 | Response demonstrates good relevant experience |
| 3 | Response demonstrates satisfactory relevant experience |
| 2 | Response demonstrates weak relevant experience |
| 1 | Response demonstrates poor relevant experience |
| 0 | Response demonstrates no relevant experience |

*Where provided, the customer contact should be prepared to speak to the <CLIENT NAME> to confirm the accuracy of the information provided below if the <CLIENT NAME> wishes to contact them.*

1. Provide details of two recent contracts / experience as an internal auditor for international organisations. In particular, of organisations of similar size and types to the <CLIENT NAME>. If you are based in a country different to the home office of the international organisation, where the internal audits were conducted, please describe how the work was managed, delivered and conducted.

*This is a Pass/Fail question. Applicant will fail if no contracts/experience in similar size and type of organisation. Should an Applicant fail to meet this minimum standard, the <CLIENT NAME> is entitled to exclude the Applicant from the Procurement exercise.*

1. Please provide case studies of two recent contracts, these could be different from those above, on the types of internal audits completed. These should include the area audited, audit approach/methodology, the outcome, findings and recommendations.

*This is a scored question and carries a total weighting of* ***40%****. For each case study, there will be a 10% weighting against areas audited and audit approach/methodology and 10% for outcome, findings and recommendations, totalling 20% per case study.*

*Areas to be evaluated will include but, not be limited to:*

* *Case studies agree of organisation of similar size and type.*
* *Extracts of audit reports where the area audited, approach/methodology, outcome, findings and recommendations are shown.*
* *The <CLIENT NAME> will review the clarity of your report and presentation style.*
1. In less than 500 words describe the internal controls used by your organisation to manage the delivery of this type of service to ensure the requirements are met fully in terms of quality and timely delivery; despite any conflicting priorities and/or demanding workloads and resourcing requirements.

*This is a scored question and carries a total weighting of* ***20%****.*

*Areas to be covered can include but, not be limited to:*

* *Resourcing of the service, especially during peak periods.*
* *An overview and description of Applicant’s internal control and quality checks,*
* *Applicant’s scheduling and timetable, including estimated completion times of internal audits.*
1. In less than 500 words describe your understanding of the challenges/constraints and risks faced by the <CLIENT NAME> currently and over the next five years.

*This is a scored question and carries a total weighting of* ***16%*** *- 8% weighting against challenges/constraints and 8% for risks.*

*Areas to be evaluated will include but, not be limited to:*

* *The Understandings of the environment in which the <CLIENT NAME> faces and will compare the Applicant’s response to the <CLIENT NAME>’s ongoing internal evaluation of its challengers/constraints and risks.*

*There is no minimum or maximum number we will apply but the <CLIENT NAME> will look at the depth of the answer.*

1. Please describe your experience and involvement with or at Audit Committee meetings. Include your contribution and format of presentation.

*This is a scored question and carries a total weighting of* ***12%****.*

*Areas to be covered can include but, not be limited to:*

* *Details of Audit Committee meetings attended at organisation of a similar size and type and the frequency of attendance.*
* *Details of Applicant’s contribution including the length of time speaking or presenting and the highlights of Applicant’s presentation/contribution.*
* *Applicants can choose whether to link their response to the contracts/experience previously referenced.*
1. **Client Relationship**

Scores will be allocated for **each question** set out belowin accordance with the following scoring table.

|  |  |
| --- | --- |
| **Score** | **Interpretation** |
| 4 | Response to specific question is rated as good |
| 3 | Response to specific question is rated as satisfactory |
| 2 | Response to specific question is rated as weak |
| 1 | Response to specific question is rated as poor |
| 0 | Response to specific question is not appropriate |

1. Have you ever had a contract terminated due to poor performance?  If yes, have you taken action to prevent poor performance again (‘self-cleaning’) and if so, please provide evidence of this.

*This is a Pass/Fail question.*

*Applicant will pass where:*

*- There has been no termination; or,*

*- For where there has been a termination, Applicant can provide evidence that action to prevent poor performance again (‘self-cleaning’) has been completed and Applicant can demonstrate that they are now reliable. If the <CLIENT NAME> finds this ‘self-cleaning’ evidence is sufficient, Applicant will pass.*

*Applicant will fail where there has been a termination due to poor performance and there is no or no sufficient evidence of self-cleaning.*

1. Over the last three years what proportion of annual turnover was derived from international organisations or those similar to the <CLIENT NAME>?

*This is a scored question and carries a total weighting of* ***12%****.*

*The <CLIENT NAME> will assess what percentage of the Applicant’s total client base is from organisations similar to the <CLIENT NAME>.*

# *FORM E -* *DECLARATION*

When you have completed the PQQ, please ensure that:

* You have answered all the questions;
* You have provided all supporting documentation requested; and
* You have read and signed the undertaking below.

Use the checklist at clause 4.12 to confirm that you have submitted all the information required.

**A Partner, Director or authorised signatory, in his/her own name, on behalf of the Bidder must sign the declaration.**

I certify that the information supplied is accurate to the best of my knowledge and that I accept the conditions and undertakings requested in the PQQ. I understand and accept that false information could result in rejection of the application to be selected to take part in the tender process. I confirm that neither myself nor any of my colleagues are related to any <CLIENT NAME> member of staff (includes but not limited to spouse, parent, grandparent, child, grandchild, or sibling).

By signing and returning this letter, I/we confirm that I/we have not in relation to this opportunity or the PQQ:

1. Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of the amount of any bid or the conditions on which any bid is made or the elements or contents of any bid;
2. Informed any other person, other than the <CLIENT NAME> of any confidential information in relation to the project, except where disclosure, in confidence, was necessary for the purposes of preparing the PQQ;
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraphs (a) and (b) above;
4. Committed any offence under applicable anti-bribery or anti money laundering laws and/or regulations;
5. Offered or agreed to pay, give or accept any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done, in relation to any proposed bid, any act or omission;
6. Offered or agreed to pay, give or accept any sum of money, inducement or valuable consideration directly or indirectly to any person bidding for the PQQ, or from any person in relation to this project; or
7. Agreed to undertake work or services for any other person in connection with the project.

Either - I/ we know of no conflict of interest which, if came to be known, would prohibit my firm from carrying out this work [or] I would like to declare the following conflict/s of Interest *(please list)*.

*[Declaring any conflicts of interest does not automatically mean your firm’s exclusion from this RFQ process. If you believe the conflicts do not materially affect your ability to deliver this project should your firm be successful, please explain how the conflicts will be managed].*

In this letter the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Signed: |  |
| Name: |  |
| Telephone No: |  |
| Email address: |  |
| Position/Status in the organisation: |  |
| Date: |  |

# *ANNEX 1 – PARENT/ GROUP COMPANY STATEMENT*

**To be completed by any Bidder that intends to rely upon the financial standing or technical ability of a parent or other group company as part of its PQQ submission.**

"We confirm that the Bidder has relied upon the financial information of [INSERT NAME OF PARENT/ GROUP COMPANY] in completing the information in Form C "Financial Information" of the PQQ.

We confirm that if the Bidder is successful and is awarded a Contract by the <CLIENT NAME>, [INSERT NAME OF PARENT/ GROUP COMPANY if relevant] will, upon demand, provide a performance and financial guarantee in respect of the contract between the <CLIENT NAME> and the Bidder in such form as may be required by the <CLIENT NAME>."

|  |
| --- |
| Signed for and on behalf of the Parent/ Group company: |
| Signed: |  |
| Name: |  |
| Telephone No: |  |
| Email address: |  |
| Position/Status in the Organisation: |  |
| Organisation's name: |  |
| Organisation's address: |  |
| Date: |  |

# *ANNEX 2 – CODE OF ETHICS*

**CODE OF ETHICS**

Owner: <Job Title>

Version: X.X

# Definitions

* “<CLIENT NAME>” is the <CLIENT NAME>, <ADDRESS>;
* A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party;
* A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
* A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
* A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party;
* An “obstructive practice” is;
* Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation authorised by the <CLIENT NAME> into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
* Acts intended to materially impede the exercise of the <CLIENT NAME>’s contractual rights of audit or access to information.
* A “contractor” is any individual, company, organisation, donor, supplier or agency.
* A “partner” is any recipient of funding or payments which includes <BUSINESS SECTOR DESCRIPTION/PARTNER GROUPS>, Governments, civil society and the wider community that works with the <CLIENT NAME>.

# Preamble

The <CLIENT NAME> has a reputation for integrity, openness and respect for others. Therefore, the trust and confidence of those the <CLIENT NAME> deals with is essential. The protection of its reputation and relationships is of fundamental importance to its long-term sustainability. The <CLIENT NAME> recognises its obligations to all those with whom it has a direct relationship.

This document covers fraud and corruption in the use of funds for unauthorised or ineligible expenditures, as well as fraud and corruption engaged in for the purpose of influencing any decision as to the use of funds. All such fraud and corruption are deemed to occur in connection with the use of the <CLIENT NAME>’s funds. Where the <CLIENT NAME> has sufficient evidence of fraud and corruption, it shall request a refund of funds from the contractor or partner involved and may refer the issue to law enforcement authorities.

Finally, all partners are required to sign the last page of this document signifying they have read and understood this Code of Ethics (the “Code”) and their commitment to implement the code, which is an integral part of the engagement document with the <CLIENT NAME>.

# Code of Ethics

The <CLIENT NAME>’s reputation depends on the way in which it works. It will treat its contractors and partners with respect, honesty and fairness. Confidential information relating to its relationship with all contractors and partners will be respected. It will respect copyright and other intellectual property rights.

Where contractors and other third parties are contracted by the <CLIENT NAME> to perform services, they will be expected to act in accordance with this code. The obligation to comply with this document forms an integral part of the engagement.

Decisions to hire a contractor or source materials from a particular vendor or supplier are made on the basis of objective criteria such as quality, reliability, technical excellence, price and service. Purchasing decisions will never be made on the basis of personal relationships or the opportunity for personal financial gain. Where applicable, contractors and partners undertake to pay suppliers, sub-contractors and agents in accordance with agreed terms.

The receipt of gifts or favours by contractors and partners can give rise to embarrassing situations and may be seen as improper inducement. Gifts and favours must not be solicited. In the event that any offers of gifts or favours are received, contractors and partners should report this immediately using their organisation’s internal reporting channels.

Contractors and partners shall not avoid tax liabilities and will record and report all transactions, including those where payment is made in cash. All taxable perquisites to which contractors and partners staff are entitled will be listed and declared for tax purposes.

It is expected that contractors and partners will recruit and promote their staff on the basis of their suitability for the job and organisation’s needs without discrimination. Gender Equality and Diversity of staff and sub-contractors is immensely valued and central to the operations of the <CLIENT NAME>. The <CLIENT NAME> expects contractors and partners to conduct their business activities with colleagues and stakeholders with respect for all and with honesty and courtesy. The <CLIENT NAME> expects contractors and partners to forbid the harassment or bullying of their staff.

# Fraud and corruption

Contractors and partners are expected to conduct their business with the utmost integrity and not canvass or solicit any member, officer or employee of the <CLIENT NAME> in connection with any work, tender contract or proposed contract.

No staff or sub-contractors of contractors or partners shall be involved in any activity through the <CLIENT NAME> for personal gain. Any personal interests or interests of a member of one’s immediate family in relation to the organisation’s business must be disclosed. Any conflicts of interest should be discussed with the <CLIENT NAME> who will take action to deal with, resolve and/or mitigate any real or apparent conflict.

Contractors and partners will:

1. Take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of <CLIENT NAME> funds, including (but not limited to):
* adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the funds are used only for the purposes for which they were intended, and;
* ensuring that all of its representatives involved with the project, and all recipients of funds with which it enters into an agreement related to the Project, receive a copy of this document and are made aware of its contents;
1. Immediately report to the <CLIENT NAME> any allegations of fraud and corruption;
2. Cooperate fully with representatives of the <CLIENT NAME> or its appointed agent/s in any investigation into allegations of fraud and corruption. If the <CLIENT NAME> determines that any person or entity referred to in 4.1 above has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, it may suspend further funding/disbursement/payment. Should investigations reveal that there was fraudulent activity, the <CLIENT NAME> reserves the right to demand a refund and may terminate the contract/ agreement in place. The <CLIENT NAME> may also hand over the reports from any investigations to the law enforcement authorities for appropriate action;
3. Take all necessary and appropriate action against any representative declared ineligible, as described below, from duties and responsibilities;
* If the <CLIENT NAME> determines that a contractor or partner or any of their staff or sub-contractors have committed any of the practices set out in this Code, it shall declare that contractor or partner ineligible;
* The <CLIENT NAME> shall declare a contractor or partner ineligible under this Code if such a contractor or partner has been declared ineligible under <CLIENT NAME> procurement guidelines or those of the respective government, any other international organisation; and
1. A contractor or partner is expected to assist or enable the <CLIENT NAME> obtain a refund of any resources (assets, monies, materials among other benefits) that have been used inappropriately, including returning any unutilised funds especially where the <CLIENT NAME> is not content with progress.

# Gender mainstreaming

Gender equality is a key value of the <CLIENT NAME> Charter and we expect our contractors and partners to take this into consideration and be able to demonstrate where efforts are being made to advance gender equality principles, within their business practices.

#  6 Discrimination of marginalised groups

The <CLIENT NAME>, its contractors and its partners will not discriminate against any marginalised groups including women, men, disabled persons, religious groups, or ethnic minorities and will strive to ensure that they work with contractors and partners who are committed to the prohibition of discrimination.

# Environmental Sustainability

Supporting the achievement of environmentally sustainable development in its member states is one of the <CLIENT NAME>’s primary goals. The <CLIENT NAME> is committed to ensuring that environmental best practice permeates through the day-to-day and strategic operations of its premises, facilities, procedures and practices and it expect its partners to adopt similar or better standards.

At the headquarters of the <CLIENT NAME>, its commitment to environmental sustainability in its operations is to be carried out through a range of activities such as:-

* Energy management through the principles of ISO50001;
* Attaining carbon neutral operations;
* Encouraging virtual meetings over travel;
* Improved waste management; and
* Staff training and awareness.

We expect our contractors and partners to be able to demonstrate where efforts are being made to embed Environmental Sustainability, within their business practices.

# Commitment to address Ethical Issues

The <CLIENT NAME> actively seeks opportunities to work with external organisations to achieve shared objectives. Therefore, it is vital that it maintains its independence and does not allow business relationships to bring the name of the <CLIENT NAME> into disrepute.

The <CLIENT NAME> therefore seeks, as far as is practical and within the constraints of relevant national legislation and International law:-

* To ensure that initiatives do not compromise the independent status of the <CLIENT NAME>;
* To ensure that contractors and partners activities are consistent with our organisational values;
* To enhance gender equality through monitoring where applicable, diversity and inclusion on Management Boards.  To this end, we will collect data on the percentage of women and men on Boards;
* To ensure that by 2020, at least 30% of our supplier base are small or medium sized enterprises (SMEs). We will collect data on the percentage of SMEs applying for and winning tenders, as well as women-owned SMEs applying for and winning tenders;
* To use Fairtrade, Rainforest alliance or local produce for any catering purposes;
* To monitor the environmental awareness of our contractors and partners with a view to only doing business with environmentally responsible businesses by 2020; and
* Not to award contracts whose value exceeds 25% of the company’s annual turnover;

# Prohibited suppliers

The <CLIENT NAME> does not work with contractors and partners involved in any of the following activities:

* Tobacco manufacture, promotion, distribution or sales;
* Weapons manufacture, promotion, distribution or sales;
* Child labour and/or not working to implement International Labour Organisation conventions;
* Modern day slavery/ domestic servitude/ trafficking/ exploitation of women and girls;
* Suppliers that do not adhere to living wage standards for the country in which they operate;
* Suppliers with a poor credit rating;
* Suppliers generating revenue from the sale of pornography;
* Illegal drugs trade
* Terrorism/extremism
* Harmful exploitation of natural resources (e.g. illegal logging, unethical gas/oil extraction etc.)

By signing this Code, contractors and partners confirm they are not involved in any of the above activities. Should contractors or partners, their staff, subsidiaries or sub-contractors not declare such interests at the proposal stage, or immediately they become known, the <CLIENT NAME> reserves the right to terminate any contracts or agreements in accordance with the appropriate termination clause under fundamental breach.

#  Product endorsements for contractors and partners

The <CLIENT NAME> does not endorse or approve products.

#  Implementing and monitoring this document

This document is not an exhaustive description of the <CLIENT NAME>’s requirements of adherence to ethical polices and standards. The <CLIENT NAME> aims to create a culture in which it is normal for partners to ‘do the right thing’ and to voice genuinely held concerns about behaviour or decisions that they perceive to be unethical. Adherence to the provisions of this document is a condition of partnership.

The <CLIENT NAME> is available to ensure that all contractors and partners receive guidance on this document and understand the values that underpin its usage. Contractors and partners should strive to create an environment that encourages open discussion about any concerns.

The <CLIENT NAME> may, at regular intervals, check with contractors and partners that the situation from when this document was signed has not changed.

#  Miscellaneous

The provisions of this Code do not limit any other rights, remedies or obligations of the <CLIENT NAME> or its partners under any other document to which the <CLIENT NAME> and its contractors or partners are both parties.

#  Commitment to the Code of Ethics

I have read this Code and hereby sign it as a confirmation of my commitment to ensuring the principles are incorporated in my activities and are adhered to.

Name of organisation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(where applicable)*

Name of Signatory\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Signatory: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* **Only a Partner, Director or authorised signatory, in his/her own name should, on behalf of the contractor or partner, sign this document.**