

Terms of Reference

Guard Services

as part of the implementation by Expertise France of projects in Papua New Guinea

V2 of 04/06/2024

CONTENTS

| | |
|--|----------|
| I. BACKGROUND AND JUSTIFICATION OF THE NEED | 2 |
| 1. PRESENTATION OF EXPERTISE FRANCE AND ITS ACTIVITIES IN PNG | 2 |
| 2. PRESENTATION OF THE EU-FCCB PROGRAMME AND THE NATIONAL COMPONENT IMPLEMENTED BY EXPERTISE FRANCE | 2 |
| 3. GENERAL OVERVIEW OF EXPERTISE FRANCE'S NEEDS IN TERMS OF GUARD SERVICES | 3 |
| 4. FORM OF THE CONTRACT | 3 |
| 5. PRIOR APPROVAL BY EXPERTISE FRANCE OF ANY SUBCONTRACTORS | 3 |
| II. DESCRIPTION OF THE SERVICES REQUIRED | 4 |
| 1. GUARD SERVICES | 4 |
| 2. ASSOCIATED SECURITY INTERVENTIONS | 4 |
| III. PERFORMANCE STANDARDS | 5 |

I. Background and justification of the need

1. Presentation of Expertise France and its activities in PNG

Expertise France, an entity of the French Development Agency (*Agence Française de Développement, AFD*) Group, is the French government's international technical cooperation agency. Its role is to design and manage donor-funded international cooperation projects in fields such as governance, security, health, education, and the environment.

The agency currently manages over 380 projects in over 145 countries. The agency has a workforce of about 650 personnel in its headquarters in France and about 1000 personnel throughout the world. In 2022, Expertise France disbursed over 340 million euros of official development assistance (ODA) worldwide. The European Union (EU) and the French Government constitute Expertise France's main donors.

Expertise France is operating in Papua New Guinea (PNG) to implement donor-funded projects supporting PNG's development agenda. In particular, the European Union has awarded the implementation of the national component of its Forestry-Climate Change-Biodiversity (EU-FCCB) Programme to Expertise France (hereafter, the "project") and SONG Project funded by AFD Group.

2. Presentation of the EU-FCCB Programme and the national component implemented by Expertise France

The European Union-funded Forestry-Climate Change-Biodiversity (EU-FCCB) Programme for Papua New Guinea aims "to support a development model that reconciles forestry, climate change and biodiversity with sustainable, inclusive and gender-responsive green growth and jobs at national and pilot subnational/community levels". Its three specific objectives (SOs) are:

- SO1: "Effective implementation of evidence-based FCCB policies, governance and institutional frameworks"
- SO2: "Improved FCCB awareness, knowledge, capacities and mobilisation"
- SO3: "Increased inclusive and gender-responsive green growth"

With approved funding in the amount of 54.7 million euros, it is one of the EU's most ambitious forest-related programmes anywhere in the world.

More information about the EU-FCCB programme is available at the following link:

<https://vimeo.com/880344258/4971f290c1?share=copy>

TERMS OF REFERENCE

The EU-FCCB Programme consists of several components, including the national component (33.5 million euros) implemented by Expertise France. This project will entail support for a number of PNG-based public sector institutions operating in the FCCB intervention area, support for PNG-based research, education and awareness institutions as well as support for PNG-based communities engaged in conservation and sustainable livelihoods and green SMEs.

This project started in July 2023 and went through an inception phase (July 2023 to February 2024), to help calibrate the project's intervention strategy and to undertake the detailed design of the project's activities, in partnership with the project's stakeholders.

3. General overview of Expertise France's needs in terms of guard services

Expertise France and in particular the EU-FCCB national component project and SONG Project teams settled within the premises of the Climate Change and Development Authority (CCDA) at Enchi Bldg I Wards Rd I Hohola.

This follows an invitation from the Ministry of the Environment, Conservation and Climate Change for Expertise France to be housed within CCDA at no cost to Expertise France.

Expertise France would like to increase the level of security for its staff operating within these premises.

This is why Expertise France requires the services of a Contractor able to provide 24/7 guard services at the office location.

4. Form of the contract

The contract is a framework services contract. It consists entirely of a purchase order-based element, for days of guard services, upon request by Expertise France.

5. Prior approval by Expertise France of any subcontractors

Should the Contractor wish to subcontract part or all of the items of this contract to subcontractors, Expertise France will need to pre-approve the proposed subcontractor, and in particular conduct due diligence checks on the proposed subcontractor.

II. Description of the services required

Expertise France requires of the contractor to be able to provide the following services:

1. Guard services

The Contractor is to provide guard services as follows:

- A guard should be stationed at all times (24/7, including weekends)
- Shifts should be 8- or 12-hours
- Guards should have a radio and/or other communication device to communicate with the Contractor and with Expertise France, including in the event of an emergency
- Guards should have acceptable knowledge of written and spoken English
- Guards should be provided with standard safety uniforms
- Guards should be provided with safety equipment
- Guards should not be under the influence of alcohol or illicit drugs.
- Guards should be in good mental & physical health, and alert.
- Guards should comply with the rules and regulations set out by Expertise France and CCDA regarding the occupancy and use of the premises at CCDA
- Guards should at all times and in all situations maintain cordial relationships when dealing with Expertise France or CCDA staff and visitors. In particular, the guards should be able to differentiate between Expertise France / CCDA staff versus visitors.
- Contractor should ensure that guards are employed in a way that is fully compliant with PNG labour legislation.

2. Associated security interventions

In the event that the guard or Expertise France would require it, the Contractor is to deploy a quick response unit or equivalent to the office location as a security intervention. The Contractor would contact police department in case of emergency.

Such a security intervention would lead to a report to be shared with Expertise France. The carrying, possession, or use of any weapon, regardless of category (including firearms, bladed weapons, improvised weapons, or incapacitating/defensive devices), is strictly prohibited during the performance of the services under this Agreement. The Service Provider warrants that its personnel are duly informed of this prohibition and that it shall implement all necessary measures to ensure compliance. The Service Provider shall remain fully liable for any breach of this obligation by its employees, subcontractors, or agents. Any breach of this clause shall constitute a material breach and may result in immediate termination of the

TERMS OF REFERENCE

Agreement at the Service Provider's sole fault, without prejudice to any claim for damages or other remedies.

The Service Provider shall ensure that all security personnel strictly comply with the limits of intervention defined below when performing the services.

Accordingly:

1. Security personnel shall not carry out any apprehension, intervention, or action outside the boundaries of the site covered by this Agreement.
2. Security personnel are strictly prohibited from engaging in any form of pursuit outside the site.
3. The use of force is strictly prohibited, except in cases of legitimate self-defence, and must at all times remain necessary, proportionate, and compliant with applicable laws and regulations.
4. The Service Provider warrants that its personnel are fully informed and trained regarding these limitations.
5. Any breach of this clause shall constitute a material breach of the Agreement and may result in the Service Provider's liability and the termination of the Agreement under the conditions set forth herein.

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III. Performance standards

The Service Provider shall perform the Services in Papua New Guinea in accordance with internationally recognized private security standards and with a level of professionalism

TERMS OF REFERENCE

consistent with best practices applied by reputable security providers operating under French and European security governance frameworks.

The Service Provider shall ensure that security personnel are properly vetted, trained, supervised, and equipped to perform their duties in a preventive, deterrent, and observation-based capacity. Services shall be delivered with due care, diligence, integrity, and respect for human rights, local laws and regulations of Papua New Guinea, and applicable international standards, including proportionality, necessity, and duty of care principles.

Security operations shall prioritize risk prevention, incident reporting, communication, and cooperation with the Client and competent authorities. Personnel must maintain a professional appearance, demonstrate courteous conduct, and provide continuous site monitoring and timely incident escalation in accordance with agreed procedures.

The Service Provider shall implement quality assurance, supervision, and continuous improvement measures, including regular training, performance reviews, and compliance monitoring, to ensure that the Services consistently meet the required standards throughout the duration of the Agreement.