SUPPLIER DUE DILIGENCE

Please answer every question below.

|  |
| --- |
| 1 - Basic Details of Your Organisation |
| 1.1 | Name of the person/organisation submitting the tender:  |  |
| 1.2 | Contact name for enquiries during tender processes:   |  |
| 1.3 | Contact position (Job Title):   |  |
| 1.4 | Address:   |  |
| Post Code: |  |
| 1.5 | Telephone number:   |  |
| 1.6 | E-mail address:   |  |
| 1.7 | Website:   |  |
| 1.8 | Company/organisation Registration number:   |  |
| Company/organisation DnB number:  |  |
| 1.9 | Date of Registration:   |  |
| 1.10 | Years company/organisation founded  |  |
| 1.11 | Registered address if different from the above:   |  |
|  | Post Code:  |  |
| 1.12 | VAT Registration number (if applicable):   |  |
| 1.13 | Is your organisation:  (Please tick one)   |  i) a public limited company? |
|  ii) a limited company?   |
|  iii) a partnership   |
|  iv) a sole trader   |
|  v) other (please specify)   |
| 1.15 | Name of (ultimate) parent company (if this applies):    |  |
| 1.16 | Companies House Registration number of parent company (if this applies):    |  |
| 2 - Financial Information  |
| 2.1   | What was your turnover/revenue in the last three years? | ended --/--/--- | ended --/--/- | ended --/--/---- |
|  |  |  |
| £ for year 1 | £ for year 2 | £ for year 3 |
|  |  |  |
| 2.2  | Please provide the % of your annual turnover/revenue that is represented by your three largest customers/Donors  | Customer/Donor 1 | Customer/Donor 2 | Customer/Donor 3 |
|    |   |   |
| 2.3   | Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?   | Yes / No    |
| 2.4   | If “No” what were the reasons, and what has been done to put things right?   |
|  |
| 2.5   | Has your organisation met all its obligations to pay its creditors and staff during the past year?  | Yes / No    |
| 2.6   | If “No” please explain why not:   |
|  |
| 2.7   | What is the name and branch of your bankers (who could provide a reference)?    | Name:  | Branch Address:  |
|  |  |
| Contact person:  |
|  |
| Contact details:  |
|  |
| 2.8     | If asked, would you be able to provide at least one of the following?   |
| A copy of your most recent audited accounts (for the last two years if this applies)  | Yes / No   |
| A statement of your turnover, profit & loss account and cash flow for the most recent year of trading/activity  | Yes / No   |
| A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position (if applicable)  | Yes / No   |

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| 3 - Business Activities  |
| 3.1    | What are the main business activities of your organisation?  |   |
| 3.2     | How many staff does your organisation have?   |   |
| 3.3  | Elrha is a living wage employer and, where applicable, our Living Wage policy is a non-negotiable contract provision. Please confirm whether you accept this policy (appended at Annex 2).   | YesNo |
| 3.4  | Where is the geographical location of your main employment site?  |   |
| 3.5  | Please state your UK Market Share (by revenue in %)  |   |
| 3.6  | Please state your current running capacity (in %) and the potential impact of the charity’s needs on the running capacity (in %)  |   |

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|  4 - Sub-contractors  |
| Please provide details of all sub-contractors which might / will assist you in providing  the charity with good/services required (if applicable)  |
|   | Name   | Where is the geographical location of your main employment site?  | Business Type/ Service Provided  | % of this ToR  |
| 4.1   | Sub-Contractor 1 |   |   |   |   |
| 4.2   | Sub-Contractor 2 |   |   |   |   |
| 4.3   | Sub-Contractor 3 |   |   |   |   |
| 4.4  | Sub-Contractor 4 |   |   |   |   |

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| 5 - References  |
| Please provide details of three recent contracts that are relevant to our requirement. Where possible at least one should be from the not for profit sector.  |
|   | Reference 1   | Reference 2  | Reference 3  |
| 5.1   | Customer/Donor Organisation (name):  |   |   |   |
| 5.2   | Customer/Donor contact name, email address and phone number:  |   |   |   |
| 5.3   | Date contract awarded:  |   |   |   |
| 5.4   | Contract brief description:  |   |   |   |
| 5.5   | Value:  |   |   |   |
| 5.6   | Date contract was completed:  |   |   |   |
| 5.7   | Have you had any contracts terminated for poor performance in the last three years, or any contracts where damages have been claimed by the contracting authority?   | Yes / No    |
| 5.8  | If “Yes”, please give details:  |
|  |

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|  6 - Contracts and Associations  |
| 6.1  | Please declare any contracts or connections with companies at potential conflict of interest with the charity  |   |
| 6.2  | Please declare any legal actions against you which might be pending or underway  |   |
| 6.3  | Please advise whether you have any links with the tobacco, pornography, arms or carbon intensive fossil fuels (thermal coal, oil shale and tar sands) industries.   |   |
| 6.4  | Elrha’s Incident Prevention and Management Policy is a non-negotiable provision within all Elrha contracts. Please confirm whether you accept this policy (appended at Annex 1).   | Yes / No    |
|  7 - Insurance  |
| Please provide details of your current insurance cover and be prepared to **provide your insurance documents** if shortlisted  | Value  (£) |
| 7.1   | Employer’s Liability:  |  |
| 7.2   | Public Liability:  |  |
| 7.3   | Other (e.g. professional indemnity; please provide details):  |  |

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|  8 - Health & Safety  |
| 8.1   | Does your organisation have a written health and safety at work policy?   | Yes / No   |
| 8.2   | If “No”, please explain why  |  |
| 8.3  | Are you registered on the CHAS (http://www.chas.gov.uk/) database or similar scheme?   |  |
| 9 - Equal Opportunities   |
| 9  | Does your organisation have a written equal opportunities policy? to avoid discrimination?  | Yes / No    |
| 10 - Environmental Management  |
| 10  | Does your organisation have an environmental management  system/policy?  | Yes / No    |
|  11 - Professional and Business Standing   |
| Do any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor(s)?   |
| 11.1   | Is in a state of bankruptcy, insolvency, compulsory winding up, receivership, composition with creditors, or subject to relevant proceedings   | Yes / No    |
| 11.2   | Has been convicted of a criminal offence related to business or professional conduct   | Yes / No    |
| 11.3   | Has committed an act of grave misconduct in the course of business   | Yes / No    |
| 11.4   | Has not fulfilled obligations related to payment of social security contributions   | Yes / No    |
| 11.5   | Has not fulfilled obligations related to payment of taxes   | Yes / No    |
| 11.6   | Is guilty of serious misrepresentation in supplying information   | Yes / No    |
| 11.7   | Is not in possession of relevant licences or membership of an appropriate organisation where required by law   | Yes / No    |
| 11.8   | If the answer to any of these is “Yes” please give brief details, including what has been done to put things right.   |  |
|  12 - Safeguarding  |
| 12.1  | The Incident Prevention and Management is a non-negotiable provision within all Elrha contracts. Please confirm whether you accept this policy (appended at Annex 1).   NB: If suppliers will be working directly or indirectly with vulnerable groups, have access to images or data relating to vulnerable groups that are not in the public domain the supplier will be required to have appropriate safeguarding checks.   | Yes / No    |
| 12.2  | If you are a sole trader or trading via a personal services company, do you hold a DBS check or equivalent, carried out in the last 2 years.   | Yes / No    |

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| 13 - Anti-Terrorism  |
| 13  | Any international suppliers (and UK suppliers that travel overseas in the delivery of services under contract with Elrha) will be subject to an anti-terrorism check.  Do you accept this?  | Yes / No    |

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| 14 - Procedures to prevent slavery and human trafficking  |
|   | Question | Yes/No | Description/Explanation |
| 14.1  | Do you have a program to assure human trafficking and modern slavery do not exist in your operations and supply chain?  | YesNo |   |
| 14.2  | Have you identified the overall risks of modern slavery and human trafficking in your supply chain e.g. by mapping your supply chain and/or by analysing the countries you source from?  | YesNo |   |
| 14.3  | Do you conduct audits of your operations and suppliers?  | YesNo |   |
| 14.4  | Do you require your direct suppliers to certify that all materials incorporated into your final product were sourced, processed and manufactured in compliance with the human trafficking and slavery laws of the country or countries in which they operate?  | YesNo |   |
| 14.5  | Do you have company standards on human trafficking and slavery for your employees and contractors, with effective sanctions for non-compliance?  | YesNo |   |
| 14.6  | Have you trained relevant employees (e.g. management and those in charge of your supply chain) on what slavery and human trafficking are and how to mitigate the risk of them in their roles?  | YesNo |   |
| 14.7  | Do you have adequate grievance procedures which your staff are free to use?  | YesNo |   |
| 14.8  | What measures are in place to ensure your workforce are free to resign from their employment at any time without penalty, giving reasonable notice?  | YesNo |   |
| 14.9  | What measures do you take to ensure that child labour is not used in your supply chain  | YesNo |   |
| 14.10  | Do you and your supply chain have effective procedures for verifying workers ages?  | YesNo |   |

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| I declare that the answers submitted in this questionnaire are correct. I understand that the information will be used in the evaluation process to assess my organisation’s suitability to provide the services required by Elrha.  |
| Form Completed by  |
| Name:   |  |
| Position:  |  |
| Company/Organisation:  |  |
| Date:   |  |
| Telephone number:   |  |
| Email Address:   |  |
| Signature:   |  |

# ANNEX 1

## Incident Prevention and Management policy

### Policy Principles

The safety and wellbeing of those we work with is of paramount importance to us. This includes staff, governance groups, grantees, suppliers and the people our grantees work with.

* We have a zero-tolerance approach towards all forms of unethical behaviour.
* We also have a zero-tolerance towards bribes, facilitation payments, tax evasion and money laundering.
* We will do all we can to prevent financing or the support of terrorist organisations and will not contract anyone that could reasonably be suspected to be connected to a terrorist group.
* We will abide by UK law in all matters including those related to modern slavery.
* We require all suppliers to refrain from any practices that could be counter to the above policy principles.
* We request all suppliers to immediately raise any concerns relating to the work or the work of the projects we fund, whether concerns are suspected or confirmed, and whether specific or general in nature. Concerns are termed “incidents” and a full definition of these can be found below.
* Anyone raising a concern should do so with the confidence that we will deal with all concerns as swiftly and professionally as possible, and protect them from detriment as a result, to the fullest extent that we can.
* We will fulfil our legal, contractual and regulatory requirements in reporting incidents to relevant bodies and assist the relevant external agencies with any investigations to the fullest extent that we can.
* We will conduct a level of due diligence on suppliers to ensure the principles of this policy also apply to them. Where necessary, we will include contractual requirements for third parties to implement these principles. We may refuse to work with, or stop working with, any party that does not abide by these principles.

### What is an Incident?

We regard an Incident as any actual or attempted:

* Acts of child abuse and exploitation, this includes physical abuse, neglect, emotional abuse, sexual abuse and wider exploitation (such as child labour and early marriage)
* Sexual misconduct
* Acts of modern slavery or human trafficking
* Acts causing harm or major detriment to a vulnerable group (as defined below)
* Acts of theft, fraud, bribery, money laundering, funding of terrorism, tax evasion and other forms of corrupt practice
* Instances where someone’s health and safety is, or believed to be, in danger
* Any forms of illegal activities not covered above
* Undisclosed or emergent major conflicts of interest
* Attempts to cover up wrongdoing
* Data protection breaches

These include acts in relation to our direct work, as well as work funded by us.

Any concern or issue should be reported immediately to incidentreporting@elrha.org.

The above list is not intended to be exhaustive; any concerns that fall outside these categories but have caused harm, or have the potential to cause harm, should be reported.

### Safeguarding of Children and Vulnerable Groups

#### Definitions

A vulnerable group is any identifiable group of individuals that could be at higher risk of harm or exploitation or are less likely to be able to defend themselves from harm or exploitation that results from the actions of Elrha or anyone we work with.

These groups will depend on the context. They may include (but are not limited to):

* People within different age ranges, especially children (defined as anyone of 18 years and under) and older people (anyone over the age of 50)
* People of a particular gender and/or sexual orientation
* People with disabilities or illnesses
* People with particular religious beliefs, or none
* People with a particular ethnicity, nationality, or geographical background
* People with a particular marital status
* People who are pregnant, or have recently had or adopted children
* People with particular political views, including members of political organisations
* People who are carers for people classed as vulnerable
* People who are refugees, internally displaced persons, or affected by a humanitarian crisis
* People of a particular economic class, or members of a particular trade or profession

 “Harm” includes:

* physical, mental or sexual abuse
* the denial of fundamental rights
* the loss of financial, physical, sentimental or cultural assets

“Exploitation” is the unjust or unethical use of a power relationship in order to benefit from that relationship.

“Child” means anyone under the higher of:

* the age of 18
* the age of consent in the relevant country

“Older Person” means anyone over the age of 50

#### Policy Statement

Elrha and those who work with us must not cause harm or allow harm to come to anyone who is a member of a vulnerable group through negligence.

#### Prevention

We will undertake a comprehensive due diligence assessment. This will include assurance of their safeguarding policies. If they do not have a policy, we may either refuse funding, or make it a contractual condition that they make changes to/develop a policy.

We will make it a contractual obligation to inform us of any change in the leadership of a project or, for any major change in the design in the project.

We will repeat our checks when these types of changes occur and may recommend changes or withdraw support for the project if the results of these checks do not meet our standards.

We will make it a contractual obligation for all suppliers to report incidents. We will protect whistle blowers under the Whistleblowing section (see below).

### Anti-fraud, Anti-bribery and Anti-corruption

#### Definitions

“Fraud” is any act of deception intended for personal gain or to cause loss to another party (even if there is no actual gain or loss).

“Theft” is dishonestly taking or appropriating any item of property that belongs to another.

“Bribery and Corruption” is the offering, giving, receiving or soliciting a financial or other advantage in connection with the performance of a position of trust or a function that is expected to be performed impartially or in good faith. It includes:

* ‘facilitation payments’ (e.g. small unofficial payments demanded by low-level officials to secure or expedite the performance of a routine or necessary action)
* the giving or receiving of gifts and hospitality if used as a reward, inducement or encouragement for preferential treatment, or inappropriate or dishonest conduct.

“Facilitating Tax Evasion” is deliberately and dishonestly assisting another person or organisation to evade any tax that they are legally required to pay anywhere in the world. As well as being a criminal offence in the UK for those evading the tax and those assisting them, organisations whose staff or representatives facilitate tax evasion may also be guilty of a criminal offence.

#### Policy Statement

Elrha and those who work with us must not give, accept, offer or solicit bribes or facilitation payments.

Elrha and those who work with us must not accept any gifts or hospitality unless they are freely given with no expectation of gain on behalf of the giver, and there is no potential to damage Elrha’s reputation if it were accepted.

Elrha will not assist any person or organisation to evade tax legally payable anywhere in the world.

#### Prevention

As part of our due diligence process, we will vet the key personnel within the supplier’s organisations to assess the risk of funds coming under the control of politically exposed persons.

We will make it a contractual condition to not use funds other than as agreed, and specifically not to use funds for gifts. If there is a need to change any aspect of how they use our funds during the course of a project, they must formally request this. We may refuse permission if it feels there is a reasonable chance that our funds may be diverted or used inappropriately.

The supplier must disclose any potential conflicts of interest at their appointment and during the course of their work, all Elrha representatives are expected to state when a topic they are discussing relates to a conflict of interest and excuse themselves from any decision that may involve the expenditure of Elrha’s resources.

If offered a gift or hospitality, they must ensure these are freely given with no expectation of gain on behalf of the giver, and there is no potential to damage to Elrha’s reputation if it were accepted. Only if both conditions are met can it be accepted. If so, all gifts and hospitality must be reported to incidentreporting@elrha.org where they will be logged in case of future queries.

Maintain a delegation of financial authority that ensures any expenditure is properly authorised. It will maintain a financial manual that will detail processes that ensure appropriate separations of duties when payments are processed.

### Anti-Money Laundering and Anti-terrorism Financing

#### Definitions

“Money Laundering” is an action aimed at concealing the identity, source or destination of the proceeds of crime or other illicitly obtained money.

“Terrorist financing” can occur where:

* Funds or assets are transferred for the benefit of a terrorist group
* A terrorist group seizes funds or assets by force

In projects and work we fund, assets may be diverted or seized by terrorist groups operating near the project location.

#### Policy Statement

Elrha will not allow another organisation to use Elrha’s bank accounts to channel funds on their behalf, except where this is us implementing grant funding calls using funds from vetted donors.

Elrha will not support any terrorist group. Elrha will not:

* Arrange meetings that encourage support for any terrorist group
* Make any direct or indirect payment or asset transfers to anyone we should reasonably suspect is connected to terrorism, even if they are locally in a position of authority
* Appoint or employ anyone that could reasonably be suspected to be connected to a terrorist group

#### Prevention

We will vet supplier employees, that hold oversight positions, and major contractual partners to ensure those we are working with are not:

* A money-laundering risk (e.g., a politically exposed person with the ability to divert public funds)
* Sanctioned individuals or organisations
* Listed on terrorist watch-lists

We will insist that suppliers also vet their partners, downstream suppliers, etc, to the same standard when our funds are being passed on.

We will undertake a comprehensive risk assessment before starting work in, or partnering with organisations or individuals in, a high terrorism risk country.

### Modern Slavery and Human Trafficking

#### Definitions

Modern slavery is defined by UK law to cover four activities:

* Slavery – Exercising powers of ownership over a person.
* Servitude – Imposing an obligation to provide services through coercion.
* Forced or Compulsory Labour – Exacting work or services under menace of a penalty, for which the person has not offered themselves voluntarily.
* Human Trafficking – Arranging or facilitating the travel of another person with a view to their exploitation.

The following activities are defined by (and prohibited by) UK law:

* 'Chattel slavery', in which one person owns another person.
* ‘Bonded labour’ or ‘debt bondage’, which is when a person's work is the security for a debt – effectively the person is on 'a long lease' which they cannot bring to an end, and so cannot leave their 'employer'. Often the conditions of employment can be such that the labourer can't pay off their debt and is stuck for life, because of low wages, deductions for food and lodging, and high interest rates.
* ‘Serfdom’, which is when a person has to live and work for another on the other's land.
* Other forms of forced labour, such as when passports are confiscated (sometimes by unscrupulous recruitment agencies) from migrant workers to keep them in bondage, or when a worker is 'kept in captivity' as a domestic servant. If a supplier or contractor appears to impose excessively harsh working conditions, or excessively poor wages, then you should always be alive to the possibility that a form of forced labour is occurring and take care with your due diligence.
* ‘Child slavery’, which is the transfer of a young person (under 18) to another person so that the young person can be exploited. Child labour may, in fact, be a form of child slavery, and should not be tolerated. See the Save the Children Child Safeguarding Policy for further details.
* ‘Marital and sexual slavery’, including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

Our suppliers may encounter modern slavery or human trafficking in the locations their projects are operating in.

Prevention

We will ensure that there is a contractual obligation to report suspected incidents of modern slavery or human trafficking that they encounter during the course of their projects.

### Reporting an Incident (Whistleblowing)

Any concern or issue should be reported immediately to incidentreporting@elrha.org

#### Definition of a whistle blower

A whistle-blower is anyone who reports a suspicion of an incident to Elrha. This is therefore not limited to Elrha employees.

#### Protection of Whistle blowers’ Confidentiality

We will protect the confidentiality of whistle-blowers and prevent them from harm or detriment as a result of their report as much as it is in our powers to do so.

Any concerns or issues can be reported anonymously if the whistle-blower feels this is the best course of action. We will respect their anonymity as best we can, however, any investigations may be at a disadvantage if we are unable to contact the whistle-blower to discuss their concerns.

#### Treating All Reports Seriously

Our policy is to treat all reports of incidents with the utmost seriousness and will respond to reports as soon as it is practicable to do so. This is normally within two working days of receiving a concern.

#### What Whistle-blowers Can Expect

We will acknowledge the report and may also request further information, if an investigation is appropriate. We cannot state exactly how long any investigation may take, as this will be determined by the context of the incident, but we will keep the whistle-blower informed of progress as much as we are able to do so.

During the course of any investigation, it may not be possible to keep details entirely confidential, as we have legal duties to inform our donors and regulatory agencies of some types of incident. When this occurs, we will inform the whistle-blower in advance, where we are allowed to do so, and work with them to prevent any harm or detriment.

During any investigation, it may not be possible to share all details that the investigation uncovers, however, we will keep the whistle-blower informed of progress as much as we can.

Once any investigation is complete, we will inform the whistle-blower of the result of the investigation and any resulting actions. If the whistleblower is not content, we will explain how to appeal, and how to escalate the issue to any relevant regulatory body.

### Donor and Regulatory Reporting

We will inform donors of any safeguarding incident we are aware of that uses their funds. We will also inform them of any incident of fraud, theft, bribery or corruption, or terrorist financing, that uses their funds, whether or not a financial loss is incurred.

In addition, we have a duty to inform the Charity Commission of any confirmed safeguarding incidents and any financial incidents that result in a financial loss.

We will also inform the police in the UK, and any relevant authority in the relevant operating country, where we believe an incident constitutes a crime.

### Duties of Elrha Representatives

We expect all our employees, governance groups and those we ask to represent us, to:

#### General Duties

* Behave in an honest and ethical manner at all times whilst representing Elrha or carrying work on behalf of Elrha. This includes a duty to avoid situations which may lead to their behaviour being misinterpreted as dishonest or unethical.
* Report all incidents, or the suspicion of incidents, immediately to incidentreporting@elrha.org
* Cooperate with any investigation undertaken by us or any external party into an incident, including preserving any relevant records and maintaining confidentiality

#### Tipping Off

* Not disclose suspicions of an illegal act, or the reporting of an illegal act, to the potential perpetrator, or to someone who could reasonably be expected to pass information to the perpetrator. Doing so may prejudice an investigation and could potentially be a criminal offence in the UK.

#### Financial Probity

* Report any gifts and hospitality to incidentreporting@elrha.org so that they can be logged to prove our probity at a later date.
* Declare any potential conflicts of interest that might leave them open to suspicion of corruption incidentreporting@elrha.org

# ANNEX 2

## LIVING WAGE POLICY

Centre for Civil Society Limited is a wholly owned subsidiary of Citizens UK Charity t/a Living Wage Foundation (a charity registered 1107264 in England & Wales) which is responsible for the programme under which employers can apply for Living Wage Employer Accreditation to indicate that the employer has adopted an equitable employment policy in relation to its staff in accordance with the minimum standards stipulate by the Living Wage Foundation.

Elrha has committed to the Living Wage and is an accredited body.

### Requirements

1. Elrha requires that any contractors and sub-contractors, which supply an employee (other than an apprentice or intern) who provides a service to or on behalf of Elrha involving 2 or more hours of work in any given day in a week, for 8 or more consecutive weeks in a year on:

1.1 Elrha’s premises; and/or

1.2 property owned or occupied by Elrha (including where Elrha is a tenant and is provided building-related services through a lease); and/or

1.3 land which Elrha is responsible for maintaining or on which it is required to work shall adopt the measures set out in paragraph 2 below in relation to such individuals.

2. For the duration of the performance of the services, any contractors and sub-contractors shall, in relation to its employees based in or outside Greater London:

2.1 pay all employees aged 18 or over not less than the London Living Wage (as set by the Greater London Authority or any successor body) or the National Living Wage (as set by the Living Wage Foundation or any successor body); and

2.2 increase the amount which it pays to affected employees by the same amount as any increase to the London Living Wage or the National Living Wage, within 6 months of the date on which any increase is officially announced; and

2.3 notify all affected employees of the date of the next increase within one month of the official announcement, unless the employees have been previously notified about the date on which they will receive at least the increase in the National and/or London Living Wage.