



# **REQUEST FOR PROPOSALS**

**Provision of Security Services for Basra Project Office – UNDP Iraq**  
**BASRA PROJECT OFFICE**  
**UNDP IRAQ**



## Section 1. Letter of Invitation

Basra, Iraq  
October 25, 2017

IRAQ-RFP-430/17: Provision of Security Services for Basra Project Office – UNDP Iraq

Dear Bidders,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Model Contract for Security Service, including General Terms and Conditions, Fidelity Bond (Annex 1)
- Section 9 - Form for Performance Security
- Section 10: Checklist for Offerors

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

You are kindly requested to submit an acknowledgment letter to UNDP for your intention to participate to the following email address: to the following address: [sherali.toshmurodov@undp.org](mailto:sherali.toshmurodov@undp.org)

The letter should be received by UNDP no later Wednesday, 8 November 2017, 1:00 pm, Basra Time-Iraq. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,  
Sherali Toshmurodov, Head of Procurement Unit/ OIC

## Section 2: Instruction to Proposers

### Definitions

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.



- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:



- 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
- 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
  - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:



- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

## 10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

## 11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## C. PREPARATION OF PROPOSALS

### 12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be



responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### 13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

### 14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

### 15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer’s response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or





- iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## 18. Documents Establishing the Eligibility and Qualifications of the Proposer



The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

#### **19. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.



Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## 20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

## 21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## 22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

# D. SUBMISSION AND OPENING OF PROPOSALS



## 23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP’s deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

## 24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.



## 25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## 26. Proposal Opening

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## 27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the



recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## E. EVALUATION OF PROPOSALS

### 28. Preliminary Examination of Proposals

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

### 29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum

passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

<p><u>Rating the Technical Proposal (TP):</u></p> <p><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> $\frac{\begin{aligned} &(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ &+ (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \end{aligned}}{\text{Total Combined and Final Rating of the Proposal}}$
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29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer’s offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.



### **30. Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

### **31. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Reparable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as





follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See <http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for details)

### **34. Award Criteria**



Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the



event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

## Instructions to Proposers DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

<b>DS No.<sup>1</sup></b>	<b>Cross Ref. to Instructions</b>	<b>Data</b>	<b>Specific Instructions / Requirements</b>
1		Project Title:	UNDP Basra Project Office.
2		Title of Services/Work:	Entering into a Contract For Security Service for the Provision of Security Services for UNDP Project Office in Basra, Iraq
3		Country / Region of Work	Iraq, Basra Governorate, UNDP Iraq (Basra Project office)

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<sup>1</sup> All DS number entries in the Data Sheet are cited as reference in the Section 2 Instructions to Proposers.

		Location:	
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	<p>A Teleconference Meeting (skype) to provide clarifications to Proposers will be organized as follows:</p> <p>Date: Tuesday, 31 October 2017  Time: 13:00 Basra, Iraq Time.  Instructions to connect will be provided in due time to all Proposers that confirm their participation sending e-mail to below focal point.  The UNDP focal point for the arrangement is:  Mr. Sherali Toshmurodov  E-mail: sherali.toshmurodov@undp.org</p> <p>Copy e-mails to:  E-mail: hussein.serhan@undp.org</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 90 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not Applicable
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	Not Applicable

14	F.37	Performance Security <sup>2</sup>	<input checked="" type="checkbox"/> Performance Security 10% of the total contract amount.
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/questions	2 Calendar days before the submission date.
17	B.10.1	Contact Details for submitting clarifications/questions <sup>3</sup>	Focal Person in UNDP: Sherali Toshmurodov, Procurement Analyst Email Address dedicated for this purpose: sherali.toshmurodov@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website <sup>4</sup> <a href="http://www.iq.undp.org/content/iraq/en/home/operations/procurement.html">http://www.iq.undp.org/content/iraq/en/home/operations/procurement.html</a>
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	NOT APPLICABLE
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<u>Please see below DS No. 23: Conditions and Procedures for electronic submission.</u>
21	C.21 D.24	Deadline of Submission	Date and Time: Wednesday, 8 November 2017, 1:00 pm, Basra Time-Iraq.

<sup>2</sup> Surety bonds, personnel checks or other instruments issued by non-bank Financial Institutions are not accepted by UNDP..

<sup>3</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

<sup>4</sup> Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Electronic submission of Bid <sup>5</sup>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p><b>TECHNICAL PROPOSALS ONLY MUST</b> be submitted to the following e-mail Address: <a href="mailto:bids.iraq@undp.org">bids.iraq@undp.org</a></p> <p><b>FINANCIAL PROPOSALS MUST</b> should be password protected and to be submitted separately from Technical Proposal to the following e-mail Address: <a href="mailto:bids.iraq@undp.org">bids.iraq@undp.org</a></p> <p><i>Proposals sent to other UNDP e-mail addresses will not be accepted and the Purchaser will not be responsible for the confidentiality of such bids.</i></p> <p><i>Proposers must take into account the following: Proposers submitting a proposal MUST submit a separate Technical Proposal and a separate Financial with clear indication in the e-mail subject box for which services the Proposer is submitting a Proposal for.</i></p> <p><i>Proposers must also indicate the RFP number in the e-mail subject box for the received Technical proposal and as follows: <b><u>RFP- 430/17- Ref. TECHNICAL PROPOSAL– PART 1 OF .....</u></b></i></p> <p><i>Proposers must indicate the RFP number in the e-mail subject box for the received Financial proposal and as follows: <b><u>RFP-430/17- Ref. FINANCIAL PROPOSAL</u></b></i></p> <p><i>Attachments should be one copy in PDF file signed and stamped and one copy in excel file, <b><u>both version of files should be protected by password. The passwords for both</u></b></i></p>

<sup>5</sup> If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

			<p><b>files must be submitted after 1:00 pm, 8 November 2017, Basra Time-Iraq.</b></p> <p><b><u>Please note information in pdf file will always prevail information in excel sheet (needed for assessment purpose only).</u></b></p> <p><i>Proposers should check the attachment formats prior to submission as the Purchaser will not be responsible if attachments are in other formats that cannot be opened without additional software.</i></p> <p><i>Each e-mail message including attachments must not <b>exceed 5MB</b>. There is no limit on the number of e-mail messages for each bid. The first message should state the total number of messages comprising the bid.</i></p> <p><i>If zip files are used, they should not include multiple lower sub-folders or directories.</i></p> <p><i>Proposers should avoid attempting to send proposals by e-mail just prior to the deadline as the Purchaser cannot be held responsible for congestion or delays in transmission. The time of receipt of the last e-mail message of a proposal as recorded by the Purchaser's mail server shall constitute the time of receipt of the proposal for purpose of meeting the proposal deadline. It is the Proposers' responsibility to ensure proposals arrive before the deadline.</i></p>
24	D.23.1	Date, time and venue for opening of Proposals	<i>No public opening of proposals.</i>
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured

			<ul style="list-style-type: none"> <li><input type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation</li> <li><input checked="" type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation</li> <li><input checked="" type="checkbox"/> Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</li> <li><input type="checkbox"/> Trade name registration papers, if applicable</li> <li><input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory</li> <li><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</li> <li><input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for past 3 Years (2014, 2015 and 2016) Quick Ratio – more than 1 and minimum annual turnover USD150,000 per).</li> <li><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 <i>Clients</i> in terms of Contract Value the past 5 years.</li> <li><input checked="" type="checkbox"/> CVs of Key Personnel to implement the project:  <b><u>1 CVs of Contractor Focal Point for Security Supervisor);</u></b>  <b><u>3 CVs of Senior Guards (Shift Supervisors);</u></b>  <b><u>10 CVs of Security Guards (one female);</u></b></li> <li><input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</li> </ul>
27		Other documents that may be Submitted to Establish Eligibility	All forms provided under <b>Section 4, 5, 6 and 7</b> must be filled, signed and stamped.



28	C.15	Structure of the Technical Proposal ( <i>only if different from the provision of Section 12</i> )	Not Applicable.
29	C.15.2	Latest Expected date for commencement of Contract	<i>December 1, 2017</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	12 months duration with possibility of an extension for another 12 months. [Total of Twenty-Four Months].
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	Proposals will be evaluated on the following basis:  <b>Preliminary Examination/Administrative Requirements:</b> 1.1 UNDP conducts preliminary examination of Proposals through examining the completeness of proposals in respect to minimum documentary requirements and

			<p>Proposers status against UN Security Council 1267/1989. UNDP may reject any Proposal at this stage.</p> <ol style="list-style-type: none"> <li>1.2 Offer submitted within the stipulated deadline.</li> <li>1.3 Offer must meet required Offer Validity.</li> <li>1.4 Offer signed by the proper delegated authority.</li> <li>1.5 Valid registration, valid tax payments, valid any other professional licenses / registration applicable for security trade. If not, the bid to be rejected.</li> <li>1.6 Authorization of Work Permit in Iraq, issued by the responsible authorities. If not the bid to be rejected.</li> <li>1.7 Branch/Office in Basra – If not the bid to be rejected.</li> <li>1.8 All documents as stated in DS 26 and Section 10.</li> <li>1.1 All Submission Forms.</li> </ol> <p>Failure of meeting the administrative requirements may result in the rejection of the proposal and rendered non-responsive.</p> <p><b>Technical Evaluation:</b> The offers passed preliminary examination will be considered for technical evaluation.</p> <ol style="list-style-type: none"> <li>1. Minimum achieved technical scoring of 70% in the Technical Evaluation. Proposals achieving below 70% shall no longer be considered for Financial Evaluation. The Technical Rating of Proposals shall be determined in accordance with the following equation: <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><b>Rating the Technical Proposal (TP):</b>  <math display="block">TP \text{ Rating} = \left( \frac{\text{Total Score Obtained by the Offer}}{\text{Max. Obtainable Score for TP}} \right) \times 100</math></p> </div> </li> <li>2. Financially Submitted Proposal. The Financial Rating of Proposals shall be determined in accordance with the following equation: <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><b>Rating the Financial Proposal (FP):</b>  <math display="block">FP \text{ Rating} = \left( \frac{\text{Lowest Priced Offer}}{\text{Price of the Offer Being Reviewed}} \right) \times 100</math></p> </div> </li> </ol>
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			<p>3. The Total Combined and Final Rating of the Proposal. The rating shall be determined in accordance with the following equation:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><b>Total Combined Score=</b>            (TP Rating) x (Wight of TP (70%)) + (FP Rating) x (Weight of FP (30%))</p> </div> <p>UND will award contract to the most responsive Proposal with highest achieved combined score.</p> <p>Financial Proposal will be evaluated in accordance with <i>the price schedule sheet, where the Proposers must show their prices against each type of services in details.</i> Please see Section 7- Financial Proposal.</p>
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> UNDP's receipt of Performance Bond <input checked="" type="checkbox"/> UNDP's receipt of Fidelity Bond
35		Other Information Related to the RFP <sup>6</sup>	Not Applicable.

<sup>6</sup> Where the information is available in the web, a URL for the information may simply be provided.

## Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
<b>Total</b>			<b>1000</b>

Technical Proposal Evaluation Form 1		Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	General Organizational Capability which is likely to affect implementation:  - Financial stability (Last three years Audited Account (2014, 2015 and 2016).	20

	<ul style="list-style-type: none"> <li>- Operation history of the firm, minimum of 5 years of experience in the security service field – 30 points, 1 point per each additional year, up to maximum 35 points.</li> </ul>	35
	<ul style="list-style-type: none"> <li>- Minimum of a Three Years of Experience in the Security Service Field in Basra Governorate – 25 points, 1 point per each additional year, up to maximum 30 points.</li> </ul>	30
	<ul style="list-style-type: none"> <li>- Proper management structure for planning, monitoring and managing the project implementation, mobilization of personnel and contract management including efficient security training programmes.</li> </ul>	25
1.2	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	20
1.3	Quality assurance procedures, warranty.	30
1.4	Relevance of: <ul style="list-style-type: none"> <li>- Specialized Knowledge in the field of security services.</li> <li>- Experience on Similar Programme / Projects/ Services (Minimum three relevant Contracts with National/Multinational Organizations (Provide proof of service with name of the organization and amount of contract monitored) each certificate carries 10 marks.)</li> <li>- Experience on Projects/Service in the Region (Iraq – 30 points, Iraq and Middle East – 40 points).</li> <li>- Work Experience for UN/DP/ major multilateral/ or bilateral programmes/ international organizations.</li> </ul>	40 30 40 30
<b>Total Part 1</b>		<b>300</b>

<b>Technical Proposal Evaluation Form 2</b>		<b>Points Obtainable</b>
<b>Proposed Methodology, Approach and Implementation Plan</b>		
2.1	Degree of understanding task by the Proposer	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	25
2.3	Is the proposal clear and is the sequence of activities and the planning logical, realistic and promise efficient security service provision?	30

2.4	Is the proposal based on understanding of the project environment and local conditions in the preparation of the proposal?	45
2.5	Are the risks mitigation measures considered in implementation plan?	50
2.6	Does the proposal demonstrate adequate quality assurance mechanism for the services provided?	55
2.7	Is the scope of task well defined and does it correspond to the TOR?	110
2.8	Does the proposal demonstrate appropriate structure of the personnel to provide the services?	55
<b>Total Part 2</b>		<b>400</b>

Technical Proposal Evaluation - Form 3			Points Obtainable
<b>Management Structure and Key Personnel</b>			
<b>3.1</b>	<b>Task Manager (Contractor Focal Point for Security Supervision) 1 person</b>		<b>50</b>
	<b>General Qualification</b>		
	Suitability for the Project	<b>Sub-Score</b>	
	<p><b>- Professional Experience in the area of specialization:</b></p> <ul style="list-style-type: none"> <li>• Minimum 7 years of past-experience working in security related tasks – 7 points and 1 point per each additional year of experience up to maximum 10 points.</li> <li>• Should have a military or police background.</li> <li>• Previous experience in supervising security guards in a similar environment.</li> </ul>	10 10 10	
	- Minimum of a Grade 12 secondary school qualification	5	
	- Knowledge of region/ general knowledge on the situation in Basra Governorate.	10	
	<p>- Language Qualifications:</p> <ul style="list-style-type: none"> <li>• Arabic &amp; English Language (Read, Speak, Write).</li> </ul>	5	
<b>3.2</b>	<b>Senior Expert (Shift Supervisors) 3 persons</b>		<b>100</b>
	<b>General Qualification</b>		
	Suitability for the Project	<b>Sub-Score</b>	

	<p><b>Professional Experience in the area of specialization:</b></p> <ul style="list-style-type: none"> <li>• Minimum 3 years of past experience working in security related tasks (max 5 points per expert). 15</li> <li>• With at least of 1 year of super vision experience -( max 5 points per expert). 15</li> <li>• Should have a military or police background - (max 5 points per expert). 15</li> <li>• Previous experience and ability to use, monitor and give proper training on the usage of security equipment. (mac 4.3 points per expert). 13</li> <li>• Previous experience in supervising security guards in a similar environment). expert (max 5 points per expert). 15</li> </ul>		
	Minimum of a Grade 10 secondary school qualification. (max 3 points per expert). 9		
	Knowledge of region/ General knowledge on situation in Basra Governorate. (max 3 points per expert). 9		
	- Language Qualifications: <ul style="list-style-type: none"> <li>• Arabic Language &amp; English Language (Read, Speak, Write) (max 3 points per expert). 9</li> </ul>		
<b>3.3</b>	<b>Junior Expert the Guards (including the Female) 10 persons</b>		<b>150</b>
	<b>General Qualification</b>		
	Suitability for the Project	Sub-Score	
	- Professional Experience in the area of specialization: <ul style="list-style-type: none"> <li>• Previous experience and ability to use, monitor and give proper training on the usage of security equipment -(max 5 points per one guard). 50</li> <li>• Minimum 1 year of past experience working in security related tasks – 3 points, 1 point for each additional years up to max 4 points per one guard. 40</li> <li>• Military or police background -(max 2 points per one guard). 20</li> </ul>		
	- Minimum of a Grade 10 secondary school qualification max (2 points per one guard). 20		
	- Language Qualifications: Arabic and English Languages (Read & Speak) 20		
<b>Total Part 3</b>			<b>300</b>

## Section 3: Terms of Reference (TOR)

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### PROVISION OF SECURITY SERVICES FOR UNDP BUILDING IN BASRA IRAQ

#### A. Project Description

- **Purpose:** Entering into a Professional Contract for the Provision of Security Services for the United Nations Building in Basra, Iraq.
- **Statement of Works:** The service provider shall provide all supervisory, management and other personnel with requisite experience, education and ability and other resources to plan and provide security services operations to the UNDP and its hosted UN Agencies facilities in Basra under leadership of UNDP Iraq as defined in the Statement of Works. The service provider shall perform to the standards and shall follow all applications and directives as identified in the Statement of Works.
- **Intention:** UNDP intends to secure the services of a professional contractor to provide, manage and operate security services at the UNDP Iraq facilities in Basra, Iraq. The UNDP-Iraq intends to award a contract for twenty-four months. This contract will be awarded to the service provider that can clearly demonstrate through a written proposal a high degree of experience, ability, competency and best-practice in security services.



- **Location of Work**: The service is required to be performed in UNDP Sub Office located in Basra, Iraq with following address: Bradaya, Said Amen Streets, Near Alhadara Schools. For more details on location and size of the premises see below Annex 1 to TOR.

## B. Scope of Services, Expected Outputs and Target Completion:

**Synopsis of Recruitment:** The service provider shall provide security services and protection to the personnel, assets and premises of the UNDP-Iraq and its hosted UN Agencies in Basra, Iraq. This shall include but not limited to the following:

- **Access Control** – The service provider personnel shall be tasked to prevent unauthorized access to the facilities, property, personnel and resources of the UNDP-Iraq facilities in Basra, Iraq.
- **CCTV** – The service provider personnel shall be tasked to monitor the Closed-Circuit Television (CCTV) system to prevent breached to the perimeter of the facilities.
- **X- Ray machine**- The service provider shall be tasked to operate the X-ray machine at the main entrance of UNDP premises
- **Patrolling** – The service provider personnel shall be tasked to provide security to the exterior of all offices, monitor facility fences and protect UNDP owned equipment, using roving patrols where required. There will also be a requirement to escort visitors to/from offices within the facilities.
- **Prevention of the unauthorized removal of UN property** – At each exit/entry point the service provider personnel shall be tasked to prevent the unauthorized removal of UN property. This shall entail a visual, non-destructive, and non-invasive search of vehicles as well as a search of hand carried items.
- **Fire Drills** – The service provider personnel shall be tasked to assist UNDP Security Staff in ensuring evacuation of the UNDP facilities in accordance with the UNDP Emergency Procedures, and also with the use of fire-fighting equipment prior to arrival of the Emergency Services
- **Medical Emergencies** – The service provider shall be tasked to assist UNDP in ensuring that all their staff are adequately trained in first aid to a required level to ensure that each and every security staff member can confidently respond to a medical emergency. UNDP shall ensure that the security personnel are adequately trained in their duties in the event of a mass casualty exercise.
- **Crime Scene Protection** - The service provider personnel shall be tasked to mark and secure any scene of crime or incident, from unauthorized entry.
- **Maintenance of Reports** - The service provider personnel shall be tasked to track all incoming and outgoing UN personnel and Visitors in writing. In addition, the service provider personnel shall maintain a Daily Occurrence Book, detailing ‘occurrences’ and events which occur during each shift.

### C. Institutional Arrangement (Responsible Officer):

The UNDP Field Security Specialist (FSS) is primarily responsible for the safety and security of all UNDP-Iraq staff, resources, assets, facilities, programmes, projects and to ensure the compliance with all United Nations security policies, procedures and regulations. The FSS is assisted in his duties by the UNDP Local Security Assistant (LSA) whose primary responsibility is to ensure the safety and security of UNDP and its hosted agencies staff in Basra, Iraq, resources, facilities and assets in Basra by performing the following range duties in addition to any duties that may be assigned from time to time:

1. Supervision of the private security guard-force
2. Supervision of facility (building) security and safety
3. Supervision of access control and issue of ID cards
4. Supervision of the Warden System
5. Regular communication with Iraqi Security Authorities

The FSS will be assigned as the Responsible Officer. However, for day-to-day matters UNDS LSA and Contractor's Security Supervisor will be responsible for the management and performance of the security personnel.

The authority to enter into financial commitments will reside with the UNDP Deputy Country Director Operations. Any commitments undertaken by the service provider that have a financial implication for the UNDP must be pre-approved.

### D. Responsibility of UNDP

- **Identification Cards:**

The UNDP will supply the personnel of the service provider with identification cards to allow access to UNDP facilities during assigned working hours. The service provider shall notify the UNDP Security Supervisor in writing within 24 hours of any loss of UNDP identification cards. All UNDP identification cards will remain the property of the UNDP and must be returned to UNDP on request, or on contract or employee termination.

- **Equipment:**

The UNDP will provide the following equipment:

1. Radios
2. Handheld metal detectors
3. Stationary
4. Torches and batteries
5. Walk Through Metal Detector
6. X-Ray machine

All equipment supplied shall be returned to UNDP in the same quantity and condition, taking into account normal wear and tear.

#### **E. Duration of the Work**

- The effective date of this contract, should a contract be awarded, is anticipated to commence on 1<sup>st</sup> December 2017.
- The contract is valid for 12 Months.
- UNDP will issue Professional Contract valid for 12 months with option to extend for another 12 months.

#### **F. Reporting Line**

- Service provider will directly report to UNDP Local Security Assistant and should submit the following reports:
  - Immediate reports (within less than 1 hour) in case of emergencies or incidents.
  - Daily report in case if high alert is high (extra cautious).
  - Weekly regular security reports.
  - Monthly regular security reports.

#### **G. Responsibility of Contractor**

##### **Duties of Service Provider:**

The service provider shall appoint a Contract Manager/Supervisor who shall act with full authority for the service provider and shall be responsible for overall management and daily performance of this contract. The Contract Manager/Supervisor shall be the central point of contact for this contract and shall be available at all times to meet on the installation with the UNDP Contracting Officer or his/her designated representative. The service provider shall designate this individual in writing (listing name, address and contact telephone numbers) to the Contracting Officer no late than 10 working days prior to the contract start date.

UNDP deems it that security guards between the ages (22) twenty-two years and (40) forty years are better suited for the physical requirements of the service. This requirement is only applicable in respect of security guards and excludes the supervisor and contract manager.

The service provider shall be responsible for providing all equipment, materials and personnel for the execution of the services. UNDP will approve equipment, uniforms and other materials prior to their use in the performance of this contract. The service provider shall provide properly qualified security personnel, in the correct numbers, on a 24/7 basis to carry out the following functions.

The Service Provider shall provide security services and protection of personnel, assets, property and facilities of the UNDP and its hosted UN Agencies located in Basra as follows:

##### **First Shift:**

No.	Personnel	Function	Days per Week	Hours per Day	Total Posts
1	Senior Security Guard	Shift Supervisor / Access Control Main Entrance	7 (Sun to Sat)	0800h – 1600h	1
2	Security Guard <b>(Female)</b>	Access Control Main Entrance	5 (Sun - Thurs)	0800h – 1600h	1
3	Security Guard	Patrolling, surveillance	7 (Sun to Sat)	0800h – 1600h	1
4	Security Guard	Rear Gate access control	7 (Sun to Sat)	0800h – 1600h	1
5	Security Guard	Rear Gate access control	7 (Sun to Sat)	0800h – 1600h	1
<b>TOTAL</b>					<b>5</b>

**Second Shift:**

No.	Personnel	Function	Days per Week	Hours per Day	Total Posts
1	Senior Security Guard	Shift Supervisor / Access Control Main Entrance	7 (Sun to Sat)	1600h – 2400h	1
2	Security Guard	Access Control Main Entrance	7 (Sun to Sat)	1600h – 2400h	1
3	Security Guard	Patrolling, surveillance	7 (Sun to Sat)	1600h – 2400h	1
4	Security Guard	Rear Gate access control	7 (Sun to Sat)	1600h – 2400h	1
<b>TOTAL</b>					<b>4</b>

**Third Shift:**

No.	Personnel	Function	Days per Week	Hours per Day	Total Posts
1	Senior Security Guard	Shift Supervisor / Access Control Main Entrance	7 (Sun to Sat)	2400h – 0800h	1
2	Security Guard	Access Control Vehicle Gate	7 (Sun to Sat)	2400h – 0800h	1
3	Security Guard	Patrolling, surveillance	7 (Sun to Sat)	2400h – 0800h	1
4	Security Guard	Rear Gate access control	7 (Sun to Sat)	2400h – 0800h	1
<b>TOTAL</b>					<b>4</b>

**NB: Each security guard should present in office half an hour before start of his/her official duty time.**

**The contractor should follow all labor law of Iraq and UNDP has no responsibilities for any claims or legal disputed raised between contractor or government or contractor and its employees.**

**Duties of Security staff:**

**Contractor Focal Point for Security Supervision:**

Responsible for the day to day performance of the private security guard-force employed to secure UNDP facility in Basra.

1. Manage the duties of the security guards ensuring that all guards conduct their duties competently
2. Manage the duty roster and schedules ensuring that the required number of personnel reports for duty each shift.
3. Liaise on a daily basis with the UNDP Security Supervisor
4. Report all incidents to the UNDP Security Supervisor
5. Submit all required reports promptly and properly
6. Ensure that the daily occurrence log is properly maintained
7. Ensure that the Visitor's log is properly maintained.
8. Ensure that the security procedures of UNDP are properly executed
9. Ensure that UNDP access control policies are properly executed and adhered to.
10. Ensure that the guards are properly dressed at all times while on duty
11. Ensure that the guards report for duty on time and do not leave their duty posts until properly relieved.
12. Ensure that all security guards have proper duty sheets and that they are properly trained to execute their duties.
13. Ensure that the correct number of security guards is present on duty at all times.
14. Ensure that security guards are properly trained on their roles in the event of an emergency (medical, fire, bomb scare, etc)
15. Report any deficiencies in the performance of the guard-force to the UNDP security supervisor.
16. Ensure that all necessary and required emergency equipment (fire alarm system, fire extinguishers, safety boxes, CCTV system, Radios, Stretchers, etc) are in place and properly maintained and kept in proper working order.
17. Responsible for all UNDP equipment provided for the guard-force.
18. Ensure the proper control and management of contractors and deliveries.
19. Ensure that all escape routes are kept clear and accessible and that escape door locks are maintained.
20. Ensure that all access doors and gates are kept locked when required.
21. Arrange with UNDP security supervisor to conduct regular training sessions for guards.
22. Execute any additional tasks and duties that may be delegated by UNDP security supervisor from time to time.

**Senior Security Guard/Shift Supervisors:**



- 1 Manage the duties of the security guards of their shift ensuring that all guards conduct their duties competently
- 2 Report all incidents to the Security Supervisor and the UNDP Security Supervisor
- 3 Submit all required reports promptly and properly
- 4 Ensure that the daily occurrence log is properly maintained
- 5 Ensure that the Visitor's log is properly maintained.
- 6 Ensure that the security procedures of UNDP are properly executed
- 7 Ensure that UNDP access control policies are properly executed and adhered to.
- 8 Ensure that the guards are properly dressed at all times while on duty
- 9 Ensure that the guards report for duty on time and do not leave their duty posts until properly relieved.
- 10 Responsible for all UNDP equipment provided for the guard-force.
- 11 Ensure the proper control of Vehicles in to the premises.
- 12 Assist the security supervisor in the execution of his duties.

#### **Access Control Main Entrance**

1. Scanning all kind of luggage and materials get in to UNDP premises
2. Inspections for personal luggage
3. Isolate all suspicious items as per UNDP SOPs
4. Report all incidents immediately to security supervisor
5. This post should be manned from 730 – 1730

#### **Security Guards (including the Female):**

1. Report on time for duty and remain at duty post until properly relieved.
2. Report for duty properly dressed in a clean and neat uniform
3. Take proper care of all UNDP equipment provided for the execution of duties
4. Must have a detailed knowledge of UNDP security procedures and ensure that these procedures are properly executed.
5. Report any and all incidents to the Supervisor and UNDP Security Manager
6. Ensure that UNDP access control policies are properly executed and adhered to
7. Be courteous and polite at all times
8. Must know the UNDP emergency procedures

#### **Personnel Management:**

The service provider shall furnish all personnel to accomplish the duties and work required by this agreement. The personnel so furnished shall be employees of the service provider.

The service provider shall be able to provide relief personnel to cover for holidays or in the event of regular personnel not reporting for duty at the appropriate time for whatever reasons. The service



provider shall be able to provide appropriate relief staff within one (1) hour of notification of absenteeism.

The service provider remains responsible for any subcontractor personnel he/she may employ. There will be no contractual relationship between UNDP and any subcontractor used or employed by the service provider. The service provider will remain the sole responsible agent for any and all elements of the contractual agreement, regardless of any arrangements between the service provider and the subcontractor.

The successful contractor shall provide and maintain all necessary insurance, including medical coverage for the security personnel, equipment and operations at UNDP.

The use of alcoholic beverages and/or illegal drugs by the service provider personnel, while on duty, is strictly forbidden. The service provider shall immediately remove and replace any employee who is under, or strongly suspected of being under, the influence of alcohol or drugs.

Service provider personnel shall not loiter in any working area or patron area. Upon completion of their assigned duty shift, employees shall depart the facility.

All security personnel shall wear identification badges with a minimum of the service provider's name and the employee's name.

### **Uniforms:**

The service provider shall provide all security personnel with a full set of uniform. All uniforms shall be appropriate and take into account functionality, working environment and climatic conditions. The service provider personnel shall present a neat appearance and shall be easily recognized. Employees shall wear uniforms when on duty. Uniforms shall be in good repair, freshly laundered, well fitting, and colour coordinated. Employees shall wear fresh uniforms every day and the service provider shall have extra uniforms available to allow employees to change if a uniform should become heavily soiled. Uniforms shall not contain commercial advertising except that hats or name tags may contain the name of the service provider firm. Shoes shall be standardized and shall be clean and of sturdy construction and shall cover the foot completely. Employees shall wear socks or hose as appropriate. Open toe shoes, sandals, sneakers, canvas shoes, shoes with high platforms, spiked heels, or heels higher than two inches shall not be worn. The type and colour of uniforms, as well as the standards of dress for service provider supervisor, and general staff shall be approved by the UNDP Chief Field Security Officer (CFSO) prior to the contract start date. The service provider shall submit sample uniforms to the UNDP CFSO no later than 14 days prior to the contract start date. The service provider shall provide approved uniforms to the security staff on a regular basis to replace worn or damaged items. The uniform will include

- 1 Trousers.
- 2 Shirts (Pilot type with two pockets and epaulettes).
- 3 Belt.
- 4 Cap.

- 5 Badges (company name and rank).
- 6 Shoes.
- 7 Jersey.
- 8 Jacket.
- 9 Baton with baton holder (except Supervisor).
- 10 Handcuffs with handcuff holder.
- 11 Stick with Stick holder.

## **H. Qualifications of the Successful Service Provider at Various Levels**

### **Qualifications:**

The service provider must ensure that all contract employees are qualified to perform the specified job task. All personnel must undergo due diligence and positive vetting before being assigned. Personnel must have a clean record and may not have been convicted of any felony or misdemeanor during a five (5) year period preceding the date of submitting proposals. Police reports attesting to this from the personnel country of origin and/or Iraq will be made available to UNDP upon request.

### **1. Proposed Work Plan and Approach:**

This section should demonstrate the Offeror's responsiveness to the specification by providing a detailed description of how the Offeror intends to carry out the services as outlined in the TOR. Describe how you propose to organize and conduct the duties described in the Terms of Reference.

### **2. Proposed Staff:**

Describe the personnel who are proposed for key positions specified in the TOR, and explain how their UN (DP) experience (if any) would benefit their success in the project.

CVs of each nominated staff should be included with the following minimum information:

- 2.1 Position nominated for.
- 2.2 Key qualifications and education.
- 2.3 Years with Firm.
- 2.4 Membership in Professional Societies.
- 2.5 Language.
- 2.6 Experience in chronological order.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Financial Proposal Form (Section 7).



**3. Contractor Focal Point for Security Supervision:**

The service provider is to provide proof of the following:

- 1) Minimum 7 years of past experience working in security related tasks and super vision experience.
- 2) Minimum of a Grade 12 secondary school qualification.
- 3) Must be able to speak, read and write English.
- 4) Must be vetted by the Iraqi Police.
- 5) Must not have a criminal background.
- 6) Should have a military or police background.
- 7) Should preferably have experience in supervising security guards in a similar environment.
- 8) Knowledge of region/ general knowledge on the situation in Basra Governorate
- 9) Language Qualifications: English and Arabic

**1 CV requested.**

**4. Senior Security Guard/Shift Supervisor:**

The service provider is to provide proof of the following:

- 1) Minimum 3 years of past experience working in security related tasks.
- 2) With at least of 1 year of super vision experience.
- 3) Minimum of a Grade 10 secondary school qualification.
- 4) Must be able to speak, read and write English.
- 5) Must be vetted by the Iraqi Police.
- 6) Must not have a criminal background.
- 7) Should have a military or police background.
- 8) Trained and qualified to use detection equipment such as hand-held metal detectors, x-ray machines and walk-through metal detectors
- 9) Should preferably have experience in supervising security guards in a similar environment.
- 10) Knowledge of region/ general knowledge on the situation in Basra Governorate
- 11) Language Qualifications: English and Arabic

**3 CVs requested**

**5. The Security Guard (including the Female):**

The service provider is to provide proof of the following:

- 1) Minimum 1 year of past experience working in security related tasks.
- 2) Minimum of a Grade 10 secondary school qualification.
- 3) Must be able to speak, read and write English.
- 4) Must be vetted by the Iraqi Police
- 5) Must not have a criminal record.
- 6) Trained and qualified to use detection equipment such as hand-held metal detectors, x-ray machines and walk-through metal detectors.

- 7) Should have a military or police background.
- 8) Previous experience and ability to use, monitor and give proper training on the usage of security equipment.
- 9) Language Qualifications: English and Arabic

### **10 CVs requested**

#### **1) The Company:**

The service provider is to provide proof of the following:

- 6.1 Must have a history in the security industry.
- 6.2 Minimum of a Five Years of Experience in the Security Service Field.
- 6.3 Minimum of a Three Years of Experience in the Security Service Field in Basra Governorate.
- 6.4 Preferably to have Previous Experience in the Field of Security Service in other Countries
- 6.5 Authorization of Work Permit in Iraq/ Basra Governorate, issued by the responsible authorities.
- 6.6 Must be properly registered in accordance with Iraqi laws and legislation
- 6.7 Financial Capability
- 6.8 Must provide a communication plan to ensure successful management of the contract
- 6.9 Must demonstrate a capability to manage their personnel on the ground
- 6.10 Must demonstrate that they have an acceptable security-training program and that the personnel offered have received proper security training
- 6.11 Must provide details of employment benefits provided to their employees
- 6.12 Must provide references.
- 6.13 Must be able to provide relievers at short notice.
- 6.14 Must ensure that security personnel are given sufficient rest-days.
- 6.15 Must provide quality management plan
- 6.16 Risk Assessment and Mitigation Measures.

#### **Training:**

The service provider is required to submit documented evidence that their security personnel receive proper training in the following subjects

1. The role and function of Security Personnel.
2. Access control procedures.
3. Radio procedures.
4. Telephone procedures.
5. Emergency procedures (bomb threat, evacuation, fire, medical, demonstrations, unruly behavior, etc).
6. Patrolling procedures.
7. Basic First Aid.
8. Use of fire extinguishers.
9. Incident reporting procedures.
10. Keeping of proper security occurrence and incident logs.

11. Uniform care and presentation.
12. Personal hygiene and appearance.
13. Operation of baggage X-ray machine.
14. Operation of hand-held metal detectors.
15. Operation of walk-through metal detectors.
16. Operation of CCTV equipment.

#### **I. Scope of Proposal Price and Schedule of Payments**

- The contract price is based on a monthly rate adjustable in accordance to any extension or reduction in the duration of engagement.
- Proposer must specify the components of the price proposal including:
  - Professional fee.
  - Insurance cost.
  - Taxes.
  - Any other related cost.
- Payment will be made on:
  - Monthly bases.
  - Upon receiving the invoice for the service and acceptance of UNDP certifying officer.
  - Upon receiving of approved time sheet.
  - Net 30 days upon acceptance of the proposer invoice.
  - Receiving and acceptance of any other related documentations required prior to the release of any tranches of payment
- Bidders must indicate in their pricing bids whether they have priced for 3 x 8hour shifts per 24hour period as indicated in the staffing tables above.
- Bidders must ensure that they adhere to the Labour Laws and Practices of the Iraq when formulating their shift structure and determining the hours each person is to work per 24hour period.

#### **J. Third Party Liability:**

The service provider shall bear all responsibility and liability, financial and otherwise, for any physical harm caused to his/her employees, or to other persons or any physical damage caused to property and equipment in the execution of this agreement.

#### **K. REMOVAL OF EMPLOYEES**

All personnel employed by the service provider in the performance of this contract or any representative of the service provider entering UNDP facilities and installations, shall abide by all

security regulations of the installation and shall be subject to such checks as may be deemed necessary. UNDP reserves the right to direct the removal of any employee for misconduct, security reasons, or any overt evidence of communicable disease. Removal of the service provider personnel for reasons stated above shall not relieve the service provider from responsibility for total performance in relation to this agreement.

#### **L. ADMINISTRATIVE AND MANAGEMENT REQUIREMENTS**

- ***Performance Evaluation Meetings:***

The Contract Manager/Supervisor of the service provider shall be required to meet at least weekly with the UNDP Responsible Officer or his/her representative during the first month of the contract and thereafter monthly to review the implementation of the contract and other related matters. The Contract Manager/Supervisor will be responsible for the distribution of properly recorded minutes of such meetings.

- ***Records and Audits:***

The service provider shall be required to maintain a complete and separate financial record and accounts for all transactions pertaining to or materially relevant to the operation at UNDP-Iraq facilities in relation to this agreement. This will include, but not limited to, invoices, bills, receipts, vouchers, payroll records, disbursement records, general and sub ledgers and other documentation pertaining to or substantiating expenditure and receipt of revenue on either an accrual or cash basis. The original financial ledgers and sub-ledgers and all original supporting documentation will be made available to inspection and audit by UNDP or any of its designated auditors, either internal, external or specialist, within 24 hours of a written request by the UNDP DRR Operations to so present the records. This condition will be binding from commencement to twelve (12) months after expiry of the contract.

- ***Quality:***

UNDP or third-party Quality Assurance Evaluators (QAEs) will carry out announced and unannounced routine and non-routine inspections of the service provider's operations.

UNDP reserves the right to reject any and all services performed which do not conform to UNDP's specifications. Rectification of rejected services shall be at the expense of the service provider. Failure to correct inadequately performed services could result in termination of this contract.

#### **M. Criteria for Selecting the Best Offer**

The below evaluation criteria are proposed to be applied during the appraisal phase of technical and financial proposal.

1. Preliminary screening: Proposal Content

- Detailed presentation of the implementation strategy;
- Presentation of institutional capacity and inclusion of expertise with the inclusion of CVs;
- Workplan / Timeline;
- Detailed financial proposal with rationalization of costing per activity;
- Forecasted limitations and mitigation strategies;

## 2. Technical Evaluation

- Implementation plan reflects totality of required staff;
- Proposed Methodology and security plan.
- Compliance with the proposed timeframe and relevance of detailed work plan;

## 3. Bidder Profile Evaluation

- Level of knowledge in Security field;
- Past experience in related field.
- Profile of Experts identified and its concurrence with set requirements.
- Experience in Iraq;

A General guide has been provided in DS No.25 and DS No. 32 of the RFP Data Sheet.

The award will be done in the following manner:

Combined Scoring method – where the qualifications and methodology will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%;

## N. Annexes to the TOR

**See attached Annex 1 to TOR Location, Photos and Size of the Premises**



## Section 4: Proposal Submission Form<sup>7</sup>

---

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

---

<sup>7</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for *[insert: period of validity as indicated in Data Sheet]*.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details : \_\_\_\_\_

*[please mark this letter with your corporate seal, if available]*

## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

### Proposer Information Form<sup>8</sup>

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

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

<sup>8</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.





14. Attached are copies of original documents of:

- All eligibility document requirements listed in the Data Sheet
- If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.



## Joint Venture Partner Information Form (if Registered)<sup>9</sup>

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

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>9</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.



## Declaration of NO Conflict of Interest Form

To be provided with the offer and to be signed by the Principal of a Firm

TO BE PRINTED OUT ON COMPANY LETTER HEAD

Location:

Date:.....

To: UNDP, Iraq

Dear Sirs:

**Subject: IRAQ-RFP-430/17: Provision of Security Services for Basra Project Office – UNDP Iraq  
Declaration for NO Conflict of Interest**

I/We hereby certify that there is not any actual or potential conflict of interest or unfair advantage at this time, in us providing the Offer Submission or performing the Services required.

In providing the Offer, our company has no knowledge of or the ability to avail ourselves of confidential information (other than confidential information which may have been disclosed by UNDP Iraq to the Proponents in the normal course of inviting for the Request for Proposal (RFP) where the confidential information would be relevant to the Services required or the RFP evaluation process.

Name:

Signature:

Position:

Date:

Company  
Stamp



## Declaration of Litigation and Arbitration History Form

To be provided with the offer and to be signed by the Principal of a Firm

<b><u>TO BE PRINTED OUT ON COMPANY LETTER HEAD</u></b>	
Location:	Date:.....
<b>To: UNDP, Iraq</b>	
Dear Sirs:	
<b>Subject: IRAQ-RFP-430/17: Provision of Security Services for Basra Project Office – UNDP Iraq <u>Declaration of Litigation and Arbitration History</u></b>	
I/We hereby certify that <i>[insert name of company (ies)]</i> have never been involved in any Litigation or Arbitration and not aware of any litigation or Arbitration to be instituted at this stage.	
_____ <b>Name:</b>	_____ <b>Signature:</b>
_____ Position:	_____ Date:
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">Company Stamp</div>	

Note: If above is incorrect please provide full details of Litigation or Arbitration



## Declaration by the Applicant Form

**TO BE PRINTED OUT ON COMPANY LETTER HEAD**

*Location:*

Date:.....

**To: The Chief, Procurement, UNDP, Iraq**

**Subject: IRAQ-RFP-430/17: Provision of Security Services for Basra Project Office – UNDP Iraq  
Declaration by the Applicant**

Dear Sirs:

I, the undersigned, being the person responsible in the applicant organization for this RFP, certify that the information given in this Request for Proposal is correct.

\_\_\_\_\_  
**Name:**

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

\_\_\_\_\_  
**Position:**

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

Company  
Stamp

## Section 6: Technical Proposal Form

**Note: The provided information in Technical Proposal Form will be considered in technical evaluation of proposal as per criteria stated in Technical Proposal Evaluation Forms.**

<b>TECHNICAL PROPOSAL FORMAT</b> <b>INSERT TITLE OF THE SERVICES</b>
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*Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.*

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

<b>SECTION 1: EXPERTISE OF FIRM/ ORGANISATION</b>
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p> <p><b>1.1 Brief Description of Proposer as an Entity:</b> Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. :</p> <p>Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration:</p> <p><u>Relevant history:</u> Provide operation history of the firm including years of experience in the security service field: Provide information on years of Experience in the Security Service Field in Basra Governorate:</p> <p><u>Management and Planning:</u> Provide information on proper management structure for planning, monitoring and managing the project implementation, mobilization of personnel and contract management including efficient security training programmes:</p> <p><u>Financial Capacity:</u> Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly</p>

certified by a Public Accountant, and with authentication of receiving by the Government’s Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

Provide information on Financial Stability (Last three years Audited Account (2014, 2015 and 2016) Quick Ratio and annual turnover per each year.

**1.2 Subcontracting:** Provide information any your current projects are subcontracted, or you will subcontract for this contract. If yes, how you minimize the risks of poor implementations.

**1.3 Quality assurance procedures, warranty.** Provide information on quality assurance procedures and warranties of provided services adopted in your company.

**1.4 Knowledge and Experience in the field of security services.** Provide information on experience on similar programme / projects/ services (minimum three relevant Contracts with National/Multinational Organizations (Provide proof of service with name of the organization and amount of contract monitored).

Provide information on experience on Projects/Service in the Region:

Provide information on work experience with UN/DP/ major multilateral/ or bilateral programmes:

**1.5. Track Record of Relevant Experiences:** Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

### Refer to TOR Clause H - 1. Qualifications of the Successful Service Provider at Various Levels

*This section should demonstrate the Proposer’s responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.*

**2.1. Approach to the Service/Work Required:** Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

Explain in details approach and implementation method.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms. State important aspects of the task in sufficient details in contract implementation.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing. Provide Proposed Work Plan. Provide clear information on sequence of activities and the in-security service provision.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks for the provision of security services.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule. Please consider TOR Clause F Reporting Line.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.



**SECTION 3: PERSONNEL**

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

Describe the roles of Task Manager (Security Supervisor) Senior Expert (Shift Supervisors), Junior Expert (Security Guards).

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution*).

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel that will be provided to support the implementation of this project.:

**1 CVs of Contractor Focal Point for Security Supervision;**

**3 CVs of Senior Guards (Shift Supervisors);**

**10 CVs of Security Guards (including one female)**

*CVs should demonstrate qualifications in areas relevant to the Scope of Services as stated in TOR chapter H Clause Qualifications of the Successful Service Provider at Various Levels, Clause 2 Proposed staff.*

*Please use the format below:*

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name Designation</i>	



	<i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>
<b>Declaration:</b>  I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.  _____  Signature of the Nominated Team Leader/Member <span style="float: right;">Date Signed</span>	

## Section 7: Financial Proposal Form<sup>10</sup>

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown for personnel and reimbursements as per TOR. Provide separate figures for each functional grouping or category.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

All prices/rates quoted must be exclusive of taxes, since the UNDP is exempt from direct taxes.

Each security guard should be present in the office half an hour before the start of his/her official duty time.

### A. Cost Breakdown Per Personnel

#### All Prices in USD

First Shift:

No.	Personnel	Function	Days per Week	Hours per Day	Total Posts	Number of Days per Month	Daily Rate	Monthly Rate	Company Monthly Overhead	Total Monthly Price	Total Annual Price
					(a)	(b)	(c.)	(d) = (a)*(b)*(c.)	(e.)	(f)=(d)+(e.)	(g)= (f)x(12)
1	Senior Security Guard	Shift Supervisor / Access	7 (Sun to Thurs)	0800h – 1600h	1						

<sup>10</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

		Control Main Entrance									
2	Security Guard (Female)	Access Control Main Entrance	5 (Sun - Thurs)	0800h – 1600h	1						
3	Security Guard	Patrolling, surveillance	7 (Sun to Sat)	0800h – 1600h	1						
4	Security Guard	Rear Gate access control	7 (Sun to Sat)	0800h – 1600h	1						
5	Security Guard	Rear Gate access control	7 (Sun to Sat)	0800h – 1600h	1						
<b>SUB TOTAL</b>					<b>5</b>						

**Second Shift:**

1	Senior Security Guard	Shift Supervisor / Access Control Main Entrance	7 (Sun to Sat)	1600h – 2400h	1						
2	Security Guard	Access Control Main Entrance	7 (Sun to Sat)	1600h – 2400h	1						
3	Security Guard	Patrolling, surveillance	7 (Sun to Sat)	1600h – 2400h	1						
4	Security Guard	Rear Gate access control	7 (Sun to Sat)	1600h – 2400h	1						
<b>SUB TOTAL</b>					<b>4</b>						

**Third Shift:**

1	Senior Security Guard	Shift Supervisor / Access Control Main Entrance	7 (Sun to Sat)	2400h – 0800h	1						
2	Security Guard	Access Control Vehicle Gate	7 (Sun to Sat)	2400h – 0800h	1						
3	Security Guard	Patrolling, surveillance	7 (Sun to Sat)	2400h – 0800h	1						
4	Security Guard	Rear Gate access control	7 (Sun to Sat)	2400h – 0800h	1						
<b>SUB TOTAL</b>					<b>4</b>						



Total Per Personal Price						
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**Basis for payment tranches**

- Monthly rate is all inclusive (professional fee, communication, insurances, etc.,). UNDP will not pay other than quoted prices hereunder.
- Company Monthly Overhead means Management Fee.

**B. Reimbursable Cost:  
All prices in USD**

DESCRIPTION	QTY Per day	Unit Cost	Total Cost per day	Total costs per year (365 days)
Water Per Day Per Three Shifts	2 bottles = 40 liters			

DESCRIPTION	Unit Cost	Number of Guards	Two times per year (summer and winter season uniforms)	Total cost per year
Uniforms (reference to TOR list of items).		13	2	

<b>Total Reimbursable Costs Per Year</b>	<b>US\$..</b>
--	---------------

<b>Grand Total of Financial Offer Per Year (Table A+ Table B)</b>	<b>US\$ ..</b>
<b>Grand Total of Financial Offer Per Two Year (Table A+ Table B) x 2</b>	<b>US\$ ..</b>

All prices shall remain fixed for whole duration of contract.

Name and Position:

Signature:

Stamp

Date:



## Section 8 : Model Contract For Security Service

**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**

CONTRACT NO. \_\_\_\_\_  
BETWEEN  
UNDP  
AND

\_\_\_\_\_  
FOR THE PROVISION OF SECURITY SERVICES FOR  
THE UNDP IN \_\_\_\_\_

This Contract is made between UNDP, an international inter-governmental organization, having its headquarters in New York, N.Y. 10017, USA, and \_\_\_\_\_, a \_\_\_\_\_ corporation, having its corporate headquarters in \_\_\_\_\_ (the "Contractor"). UNDP and the Contractor are hereinafter collectively referred to as the "Parties".

### WITNESSETH

**WHEREAS**, UNDP wishes to engage the Contractor to provide security services for the UNDP Offices/Warehouses/Residences in \_\_\_\_\_ ;

**WHEREAS**, the Contractor represents that it is qualified, willing and able to perform such work and services on the terms and conditions set forth in this Contract;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties agree as follows:

### Section 1 TERM OF CONTRACT

This Contract shall be in force for a period of [twelve months] commencing on \_\_\_\_\_ . It shall remain in full force and effect until \_\_\_\_\_ , unless



terminated earlier in accordance with Section 7 below. UNDP may, at its option, decide to extend the term of this Contract for subsequent periods of up to \_\_\_\_\_. In such case, UNDP shall provide the Contractor with at least thirty (30) days written notice of its intent to exercise this option.

## **Section 2**

### **SERVICES TO BE PROVIDED BY THE CONTRACTOR**

The Contractor shall provide security services and protection to the personnel and premises of the UNDP located at, as follows:

- (a) A security force of [eight (8) guards] shall patrol the \_\_\_\_\_ and \_\_\_\_\_.
- (b) The guards shall be properly trained and licensed, in accordance with local law, to perform security services, including but not limited to, the carrying of firearms.
- (c) The guards shall be uniformed and wear appropriate identification badges. The names of the guards shall be given to UNDP for verification purposes well in advance of assignment to perform services under this Contract.
- (d) The guards shall have the following shifts: [four (4) guards at \_\_\_\_\_ from 0600 hrs. to 1800 hrs. and four (4) guards at \_\_\_\_\_ from 1800 hrs. to 0600 hrs.]
- (e) For the performance of the security services herein, the guards may be given keys to the [offices/main and rear entrance gates at UNDP Offices/ Warehouse /Residences]. In such case, the Contractor shall issue a written receipt to the guards indicating that the keys have been handed over.
- (f) In the event that patrol cars or other vehicles are required for the performance of security services under this Contract, the Contractor shall provide and maintain such vehicles. At the request of the Contractor, UNDP will provide radio communication equipment for each vehicle. UNDP agrees to maintain and repair the equipment as necessary.
- (g) The Contractor shall communicate with its security guards on duty during the day shift by \_\_\_\_\_ and during the night shift by \_\_\_\_\_.
- (h) In the event of an emergency, the Contractor shall contact UNDP.



### **Section 3 CONTRACTOR'S PERSONNEL**

3.1 The Contractor shall be fully responsible for all work and services performed by its security guards, and shall for this purpose employ qualified, competent and well-trained guards to perform the services under the Contract.

3.2 The Contractor shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct. UNDP may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or services under this Contract. The Contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by UNDP for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Contract.

3.3 UNDP shall not be liable for any action, omission, negligence or misconduct of the Contractor's employees, agents, servants, or subcontractors nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Contractor's employees, agents, servants, or subcontractors performing work or services in connection with this Contract.

3.4 The Contractor shall provide, at its own cost and expense, upon the signature of this Contract, a fidelity bond for each of the [eight (8) guards] performing services under this Contract, in the form attached hereto as Annex 1. Each bond shall be valued at US\$\_\_\_ per employee, and shall be held by such surety or sureties as shall be approved by UNDP.

### **Section 4 PAYMENT FOR CONTRACTOR'S SERVICES**

4.1 For performance of the services herein, UNDP shall pay the Contractor, [in local currency, the equivalent of US\$\_\_\_ per month, which sum includes US\$\_\_\_ per guard, or US\$\_\_\_ per day for each guard for periods less than a month].

4.2 Full payment shall be made within thirty (30) days of receipt of the invoice, unless UNDP disputes the invoice or a portion thereof. With respect to disputes regarding only a portion of the invoice, UNDP shall pay the Contractor the amount of the undisputed portion within thirty (30) days. Once a dispute regarding an invoice or a portion thereof has been resolved, UNDP shall pay the Contractor within thirty (30) days.





## **Section 5 INSURANCE AND LIABILITIES TO THIRD PARTIES**

5.1 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and other liability insurance to cover its employees, agents, servants, and subcontractors performing work or services in connection with this Contract.

5.2 The Contractor shall provide and thereafter maintain third party liability insurance in an adequate amount for personal injury or death, or loss of, or damage to, property arising from the acts or omissions of the Contractor, its agents, servants, employees or subcontractors performing work or services in connection with this Contract, including the operation of any vehicles or other equipment, or the use of firearms.

## **Section 6 INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, Contractor's employees or agents or sub-contractors in the performance of this Contract. This indemnification shall also extend to claims and liability in the nature of workmen's compensation claims.

## **Section 7 SERVICE OF NOTICES**

Any notice required or permitted to be given or made under this Contract shall be in writing and in the English language. Such notice shall be deemed to be duly given or made when it shall have been delivered by hand, mail, facsimile, telex or cable to the party to which it is required to be given or made at such party's address specified below, or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

**For UNDP**

**For the Contractor**



## **Section 8 LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor *vis-a-vis* UNDP. The Contractor's personnel and subcontractors shall not be considered in any respect as being the employees or agents of UNDP.

## **Section 9 SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action, which may adversely affect UNDP and shall fulfill its commitments with the fullest regard to the interests of UNDP.

## **Section 10 ASSIGNMENT**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

## **Section 11 SUBCONTRACTING**

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all subcontractors. The approval of UNDP of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any subcontract shall be subject to and conform with the provisions of this Contract.

## **Section 12 OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of UNDP has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.



**Section 13**  
**OBSERVANCE OF THE LAW**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**Section 14**  
**AUTHORITY TO MODIFY**

No modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and the authorized UNDP representative.

**Section 15**  
**USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP. Also, the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise.

**Section 16**  
**TERMINATION**

Either party may terminate this Contract with thirty (30) days prior written notice to the other party.

**Section 17**  
**SETTLEMENT OF DISPUTES**

In the case of any dispute, controversy or claim arising out of, or in connection with, the validity, interpretation or implementation of this Contract, the Parties agree to promptly start consultations with a view to reaching settlement. If the matter cannot be settled within thirty (30) days after receipt by one party of the other party's written request for such consultations, either party may refer the matter to formal conciliation in accordance with the UNCITRAL Conciliation Rules then obtaining. If the matter remains unresolved within forty-five (45) days after one party has referred the matter to such conciliation, either party may submit the matter to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties agree to be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.



**Section 18**  
**PRIVILEGES AND IMMUNITIES**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNDP.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have affixed their signatures below:

For UNDP:

For \_\_\_\_\_:

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
Name:

Title:

Date:



## ANNEX 1

### **FORM OF FIDELITY BOND**

**Know all persons by these presents, that we, [security company],** a company incorporated in and under the laws of \_\_\_\_\_, and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_, and duly authorized to transact business in \_\_\_\_\_ (hereinafter "Surety") are held and firmly bound unto UNDP, [a subsidiary body of the United Nations], an international intergovernmental organization with its Headquarters in New York, New York, USA, in the sum of \_\_\_\_\_ (USD), to be paid to UNDP, for which payment, well and truly to be made, \_\_\_\_\_ and the Surety do bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

**Dated** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Whereas,** [security company] has entered into a written contract with UNDP dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014, for the provision of security services for UNDP personnel and premises in \_\_\_\_\_, said Contract being by reference made part hereof and hereinafter referred to as the "Contract".

**Whereas,** \_\_\_\_\_, employee of [security company], by contract of employment, bearing even date with this obligation, has been assigned by [security company] from \_\_\_\_\_ for a term of one year, unless terminated earlier in accordance with the Contract, to provide security services for UNDP, in accordance with the Contract.

**Now,** the condition of this obligation is such that, if the said employee shall well and truly perform the services required under the Contract for the term of one year; and if the said employee shall not, during the said term, detain, convert, waste, embezzle, make away, or lend any goods and chattels of the said UNDP, but shall honestly perform the services under the Contract, as a licensed and trained security guard ought to do, during the said term, then this obligation is to be void; otherwise, to remain in full force.

**No** right of action shall accrue on this Bond to or for the use of any person or corporation other than UNDP named herein.

**This Bond** shall be enforceable without the need to have recourse to any of the dispute resolution procedures set forth in the Contract.



Nothing herein or related hereto shall be deemed a waiver, express or implied, of the privileges or immunities of the United Nations, including UNDP.

Signed on \_\_\_\_\_  
On behalf of \_\_\_\_\_  
by \_\_\_\_\_  
in the capacity of \_\_\_\_\_  
in the presence of \_\_\_\_\_

Signed on \_\_\_\_\_  
On behalf of \_\_\_\_\_  
by \_\_\_\_\_  
in the capacity of \_\_\_\_\_  
in the presence of \_\_\_\_\_



## **UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### **4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and

liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**





**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them



to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.



**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of



Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.



**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

**21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

**22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

**23.0 SECURITY:**

**23.1** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

**23.2** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

**24.0 AUDITS AND INVESTIGATIONS:**

**24.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems



necessary.

**24.2** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

**25.0 ANTI-TERRORISM:**

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

**26.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.



## Section 9: FORM FOR PERFORMANCE SECURITY<sup>11</sup>

***(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made on this template)***

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To: UNDP  
[Insert contact information as provided in Data Sheet]

WHEREAS [*name and address of Contractor*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. [Click here to enter text](#).dated [Click here to enter a date](#) . , to execute Services ..... (hereinafter called “the Contract”):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

### **SIGNATURE AND SEAL OF THE GUARANTOR BANK**

Date .....

Name of Bank .....

Address .....

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<sup>11</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template

## SECTION 10: CHECKLIST FOR OFFERORS

The hereunder checklist will assist bidders to verify all the required documents that need to be submitted together with the Technical Proposal:

<i><b>Description of Documents</b></i>	<i><b>Provided OR Not Applicable</b></i>
Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured (avoid sending lot lots of information)	
List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation	
Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation	
Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder	
Local Government permit to locate and operate in the current location of office	
Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country	
Quality Certificate (e.g. ISO....etc..) and/ or other similar certificates, accreditations, awards or citations received by the Bidder, if any	
Statements of Satisfactory Performances from the Top Three Clients in terms of provision of similar services during the last 5 years.	
Latest Audited Financial Statements (Income Statement and Balance Sheet) Including Auditor's Report for the past Three Years	
All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. If applicable	
Signed and stamped Proposal Submission Form– Section 4	
Proposer Information Form – Section 5	
Signed and stamped the Joint Venture form- Section 5	
Signed and stamped Declaration of no Conflict of Interest form- Section 5	
Signed and stamped Declaration of Litigation and Arbitration History Form- Section 5	
Signed and stamped Declaration by the Applicant Form- Section 5	
Technical Proposal Form filled and stamped as per Section 6. Signed and stamped CVs for the consultancies required as instructed in Section 6.	
Financial Proposal Form Section 7. Provide 1 copy in pdf signed and stamped. 1 version in excel. Please note information pdf file will prevail information in excel sheet. Both document should be protected by password.	
Signed and stamped list of previously implemented similar projects	
Signed and stamped list of expertise/ personnel provided in the past three years.	



<p>Signed and stamped 13 CVS of expertise (only) required under each of the suggested positions (reference to DS 26 and TOR):</p> <p><b><u>1 CVs of Contractor Focal Point for Security Supervisor);</u></b></p> <p><b><u>3 CVs of Senior Guards (Shift Supervisors);</u></b></p> <p><b><u>10 CVs of Security Guards (one female);</u></b></p>	
<p>The contract form that will be used and signed between the contracted manpower and the company</p>	