REQUEST FOR PROPOSAL

PROVISION OF SECURITY SERVICES - GAROWE

REF: UNDPSO/RFP/2012/001/ADM

UNITED NATIONS DEVELOPMENT PROGRAMME

February 16, 2012
**Request for Proposal (RFP)**

February 16, 2012

**Project Title:** Provision of Security Services for UNDP Somalia in Garowe

**Type of Contract:** Long Term Agreement. Initially one year, extendable for 2 years upon satisfactory performance

**Deadline for submission:** 8th March 2012, 1200 hours Nairobi time

*Dear Sir/Madam,*

**Subject: RFP for Provision of Security Services for UNDP Somalia in Garowe**

1. The United Nations Development Programme (UNDP) in Somalia is undertaking the abovementioned project. The project aims to provide an effective security service for UNDP Somalia sub office in Garowe.

2. Services must be provided as detailed in the attached Terms of Reference.

3. To assist you in the submission of a proposal, attached herewith are the following documents and forms:

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<th>Annex</th>
<th>Description</th>
</tr>
</thead>
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<td>Proposal Submission Form</td>
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<td>III</td>
<td>All-inclusive Price Proposal Submission Form</td>
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<td>IV</td>
<td>Price Schedule</td>
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<td>V</td>
<td>Performance Security Form</td>
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<tr>
<td>VI</td>
<td>Terms of Reference (TOR)</td>
</tr>
<tr>
<td>VII</td>
<td>Model Contract</td>
</tr>
<tr>
<td>VIII</td>
<td>General Terms &amp; Conditions</td>
</tr>
</tbody>
</table>

4. Should you require additional information, or if you have further queries, kindly send or email them to:

   **Contact Person:** Asha Shidane, Procurement Associate  
   **Address:** Springette, Off Lower Kabete Road, Spring Valley, P.O. Box 28832, 00200 Nairobi, Kenya  
   **Telephone No:** +254 20 4255213 (direct line)  
   **Fax No.:** +254 20 4255101  
   **Email address:** asha.shidane@undp.org
5. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Our responses to your questions will be disseminated to all Offerors, but we will not be citing your name as the source of the query.

6. Your offer comprising of “Eligibility Document and Technical Proposal” and “Financial Proposal”, in separate sealed envelopes, delivered by hand or by courier, should reach the following address:

<table>
<thead>
<tr>
<th>United Nations Development Programme</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention: Asha Shidane, Procurement Associate</td>
</tr>
<tr>
<td>Springette, Off Lower Kabete Road, Spring Valley</td>
</tr>
<tr>
<td>00200 Nairobi, Kenya</td>
</tr>
<tr>
<td>Tel. No. +254 20 4255213</td>
</tr>
<tr>
<td>OR</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:bids.so@undp.org">bids.so@undp.org</a></td>
</tr>
<tr>
<td>By closing date: 8th March, 2012</td>
</tr>
<tr>
<td>Closing time: 1200 Hours Nairobi time</td>
</tr>
</tbody>
</table>

7. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Sergio Valdini
Deputy Country Director
UNDP Somalia
Memo to Offerors

EXAMPLES OF OFFER REJECTION

Offers and proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow Bidding instructions. The Request for Proposals contains detailed instructions for preparation and submission that need to be followed carefully.

Below are some of the more common examples of why Offers or proposals are rejected by UNDP. Offerors are urged to read this before submission and to check their Offer conforms to each of these points and the instructions as noted in the Bidding documents.

☒ Late submission. The Offer is handed in after the deadline for submission, either by hand or electronically. Note that there is a time gap for submission and proposals sent just before the deadline that may lead to the proposal arriving after the deadline and being rejected.

☒ Offers not submitted to the correct physical/e-mail address. Note that the address for Offer submission is different to the email address for Offer questions.

☒ The acknowledgment form and financial offer is not signed.

☒ Insufficient documents have been provided.

☒ Documents provided are not in English. [Documents such as the registration of the organization or financial information about the organization may be submitted in another UN language but it is necessary that there be translations of the documents attached as well in English.]

☒ Documents provided not directly address each point of the evaluation criteria.

☒ Offers did not offer goods or services which have been specifically requested by UNDP in the Terms of Reference.

☒ Proposal is more like a brochure for the firm without specifically addressing the specific criteria of the RFP.

The above examples illustrate some errors which may be made by Offerors. This is a partial list. The bidding documents contain the full list of instructions relevant to each particular Offer and should be followed carefully.
Instructions to Offerors

Annex I

A. Introduction

1. General

This *Instructions to Offerors* aims to present, explain and clarify in detail to the Offerors the rules, procedures and guidelines to be followed in the preparation of their Offer proposals and in the overall process of participating in this procurement activity.

This document is therefore being transmitted and communicated to the prospective Offerors as an official document, for their guidance and strict compliance.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Bidding Documents

3. Contents of Bidding documents

Offerors can submit partial lots but must submit a complete package for the total requirement per lot. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Bidding Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

4. Clarification of Bidding documents

A prospective Offeror requiring any clarification of the Bidding Documents may notify UNDP in writing at the organisation’s mailing address or fax number indicated in the RFP. UNDP will respond in writing to any request for clarification of the Bidding Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Bidding Documents.

5. Amendments of Bidding documents

At any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Bidding Documents by amendment.

All prospective Offerors that have received the Bidding Documents will be notified in writing of all amendments to the Bidding Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNDP may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNDP shall be written in the English language. Any printed literature furnished
by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

All Offers must be submitted in two (2) envelopes. Each envelope must be duly labeled as:

a) Envelope A – “Eligibility Documents and Technical Proposal”; and
b) Envelope B – “Financial Proposal”

The “Eligibility Documents and Technical Proposal” Envelope shall contain the following components:

8. Eligibility Documents

a) Company Profile, which should not exceed fifteen (15) pages, excluding printed brochures and product catalogues relevant to the goods/services being procured, which may also be submitted, if available.

b) Members of the Governing Board and their Designations. If the Offeror’s firm is a Corporation, this document is best presented with a certification/signature from the Corporate Secretary. If the Offeror is not a corporation, the equivalent document should be submitted.

c) List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests. If the bidding firm is a Corporation, this must be submitted. If the Offeror is not a corporation, the equivalent document should be submitted. If, for any reason, the organization is unable to provide the said documentation due for instance to the nature of its existence, Offerors are encouraged to explain so in this section.

d) Company's Latest Audited Financial Statement (Income Statement and Balance Sheet), together with Latest Auditor’s Report. Both should be duly stamped and received by the country’s Internal Revenue Authority (BIR, if the Offeror is a local entity).

e) Certified copy of the Company’s Licenses to Operate the Business for the Current Year. This will generally include the following:

   • Certificate of Registration, Articles of Incorporation, etc.;
   • Department of Trade & Industry (DTI) registration papers;
   • VAT registration; and
   • Any other related documents.

f) Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Offeror, if any;

g) Environmental Compliance Certificates, Accreditations, Markings/Labels, and other practices of the entity that contributes to the ecological sustainability of reduction of environment impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.);

h) Disclosure of Current Litigation Involvement, if any, summarized in the following manner:
Other Party/ies Involved | Brief Description/ Nature of Dispute | Status | Amount Involved
---|---|---|---

i) **Additional Legal Requirements for Government Corporation/Govt. Entity Offerors:** All Offerors which are either wholly or partly owned by a Government entity (*e.g.*, an attached agency, *Government owned and controlled corporations*, etc.), or any entity receiving full or partial subsidy/contributions from the National Government, shall be strictly required to submit the following additional requirements:

  i) Charter/Mandate/Legal basis of its creation indicating the sources of its finances; and

  ii) Any or all legal documentations proving its financial autonomy and/or justifying that it is allowed to enter into commercial activities.

j) A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;

9. **Technical Proposal**

The Offeror shall structure the operational and technical part of its Technical Proposal as follows:

(a) **Capacity and Experience of the Offeror as an Entity**

This section should provide the track record and experience of the firm highlighting their experience in the supply/work that is similar or related to the goods/services being procured by UNDP. The term “similar” refers to contracts which are closest to the contract being tendered, or are very closely related associated with what UNDP is procuring.

Track record of the bidding company refers to contracts entered into by the company as an entity, and not based on the individual capacity of the members of the team or the company’s owner or key personnel.

This information should be presented in the following format:

<table>
<thead>
<tr>
<th>Int'l Contracts Completed</th>
<th>Date of Contract</th>
<th>Name of Client</th>
<th>Brief Project Description</th>
<th>Contract Value*</th>
<th>Status/or Date of Completion</th>
<th>Reference/ Contact Details of Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>Works in Process (Ongoing)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*convert the amount to US$ using current exchange rate, if contract is in other currency

This shall be immediately followed by an elaboration of how the previous experiences shall be used to perform and deliver the requirements of the TOR. Lessons learned and best practice from those previous contracts may be cited and elaborated.
(b) Proposed Approach and Methodology

This section should describe the following:

(i) *How the Offeror will undertake and complete the work and how the best results can be achieved.* The Offeror must demonstrate its responsiveness to the specifications and requirements of 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, and quality assurance mechanisms. The proposed methodology must clearly demonstrate how it will meet or exceed the requirements of the TOR.

(ii) *Portion of the work that will be sub-contracted.* If any of the work will be sub-contracted, the names of the subcontractors and the portion of the work that will be sub-contracted must be disclosed in this section using the following table:

<table>
<thead>
<tr>
<th>Name of proposed sub-contractor/s</th>
<th>Works that will be sub-contracted</th>
<th>Estimated percentage of the total work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(iii) *Implementation Timelines.* The timing of the initiation and completion of the activities must be plotted in a Gantt chart or PERT/CPM.

(c) Personnel

This section should fully explain the following: (i) the structure of the team that will become responsible for performing the works required by the TOR; and (ii) the names and qualifications of the personnel that will be designated to perform the key assignments in the structure which shall be presented in the form of the individual’s curriculum vitae. It should be noted that all staff proposed for the security services, must have proof of experience in a similar position.

**The operational and 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 Financial Proposal Envelope.

It is mandatory that the Offeror’s Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

10. Financial Proposal

The Financial Proposal shall contain the following documents:

a) The All-inclusive Fixed Price Offer Letter;

b) The Price Schedule;

c) The proposed method of payment, which should correspond to the requirements of the TOR;

d) The payment instructions, indicating the Bank Account details to which the payment may be made/remitted; and
11. Proposal currencies

Offerors are required to quote all prices in US dollars.

12. Period of validity of proposals

Proposals shall remain valid for the next one hundred and twenty (120) days after the date of Financial Proposal opening set by UNDP. A Proposal valid for a shorter period may be rejected by UNDP on the grounds that it is non-responsive.

In exceptional circumstances, UNDP may solicit the Offeror’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

13. Format and signing of proposals

The Offeror shall prepare three (3) sets of the Proposal, clearly marking one (1) set as “Original Proposal” and the other two (2) sets as “Copy of Proposal” as appropriate. In the event of any discrepancy between the contents of the 2 different sets, the contents of the original proposal shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

The Offer must be signed by only one (1) duly authorized person from the company. All pages of submitted documents (technical and financial proposals) shall be initialed by the authorized signatory to the Offeror, to establish authenticity of every page.

Strictly no relief shall be granted to any Offeror on a plea of error in the Offer due to the Offeror’s negligence, inaccurate interpretation, erroneous understanding or other assumptions.

14. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the outputs, and the invoices submitted by the contractor, following the complete achievement of the corresponding milestones.

As a matter of policy, UNDP does not allow an advanced payment that exceeds 20% of the total contract price, and requires a bank guarantee in exchange for initial/advanced payments exceeding $30,000.00.

D. Submission of Proposals

For submission in hard copy

15. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –
United Nations Development Programme  
Attention: Asha Shidane, Procurement Associate  
Springette, Off Lower Kabete Road, Spring Valley  
00200 Nairobi, Kenya  
Tel. No. +254 20 4255254

- marked with –

“RFP: UNDPSO/RFP/2012/001/PROVISION OF SECURITY SERVICES - GAROWE

(b) be signed by the Offeror’s authorized signatory across the seal of each envelope.

If the envelopes are not properly sealed and/or marked as per the instructions in this document, UNDP will not assume responsibility for the Proposal’s misplacement or premature opening.

For submission in soft copy:

15.1 Bids submitted by e-mail must take account of the following:
   (a) Each email message including attachments must not exceed 5MB. There is no limit on the number of email messages for each bid. The first message should state the total number of messages comprising the bid;
   (b) Attachments should be in PDF format, and only for those Sections indicated in the BDS. Bidders should also provide them in editable format (MS Office) as requested. Bidders 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.
   (c) If Zip files are used, they should not include multiple lower sub-folders or directories.
   (d) Bidders should avoid attempting to send bids by email 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 email message of a bid as recorded by the Purchaser’s mail server shall constitute the time of receipt of the bid for purpose of meeting the bid deadline. It is the Bidders’ responsibility to ensure bids arrive before the deadline in accordance to Clause 16.3
   (e) Submissions should be sent to bids.so@undp.org. Technical proposal and Financial proposal should be sent in two separate e-mails with the subject line clearly indicating the same.

16. Deadline for submission of proposals

Proposals must be received by UNDP at the address specified no later than the day/hour, local time indicated in the Bid Data Sheet.

UNDP may, at its own discretion extend this deadline for the submission of Proposals by amending the Bidding documents in accordance in the form of Bid Bulletins, in which case all rights and obligations of UNDP and Offerors previously subject to the deadline will thereafter be subject to the new deadline as extended.

17. Late Proposals

Any Proposal received by UNDP after the deadline for submission of proposals will be rejected.

In the event of discrepancy between the date and time of UNDP and the Offerors, the date and time at UNDP shall govern.

18. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by UNDP prior to the deadline prescribed for submission of Proposals.
The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation in its original form.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal.

Verbal modification of Offers shall not be acknowledged nor will be honored by UNDP.

E. Opening and Evaluation of Proposals

19. Opening of proposals

The procuring entity will open the Proposals in the presence of representative/s of the Opening Bid Panel Committee formed by the Head of UNDP.

20. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted. Deadline for requesting clarification is the 1st of March 2012 at 12:00 hours, any request for clarifications after the mentioned date and time will not be responded to.

21. Preliminary examination

UNDP will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis:

a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;

b) If there is a discrepancy between words and figures the amount in words will prevail; and

c) If the Offeror does not accept the correction of errors, its Proposal will be rejected.

Prior to the detailed evaluation, UNDP will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. UNDP’s determination of a Proposal’s responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNDP and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

22. Evaluation and comparison of proposals

The evaluation of the successful proposal shall be based upon most responsiveness to UNDP requirements and shall not be solely restricted to the lowest fee proposed.
The evaluation of the proposals received by UNDP will be based on a combination of the substantive presentation and the competitiveness of the fees. The criteria of evaluation will comprise these elements with a total of 700 points.

A three stage procedure is utilized in evaluating the proposals, with the technical evaluation being completed prior to any financial proposal being opened and compared. A preliminary review is done followed by a detailed technical review based on documentation submitted. Only proposals that achieve 70% of the total point on the substantive presentation shall be reviewed for price.

Evaluation of the Technical Proposal (700 points) The potential capacity to have quality services provided to UNDP will be considered on the basis of a mix of:

The profile of your firm and the schedule of engagements, assessed in terms of its responsiveness to the schedule requirements of UNDP as specified in the TOR (210 points)

The adequacy of the approach and methodology to meet the security services required (350 points); and

The qualifications and competence of the key personnel (140 points)

The detailed criteria for the review of the Technical Proposal shall be as follows:

Technical Evaluation

<table>
<thead>
<tr>
<th>Summary of Technical Proposal Evaluation Forms</th>
<th>Score Weight</th>
<th>Points Obtainable</th>
<th>Company / Other Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expertise of Firm / Organisation submitting Proposal</td>
<td>30%</td>
<td>210</td>
<td>A B C D E</td>
</tr>
<tr>
<td>2. Proposed Work Plan and Approach</td>
<td>50%</td>
<td>350</td>
<td></td>
</tr>
<tr>
<td>3. Qualification of Personnel</td>
<td>20%</td>
<td>140</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>700</td>
<td></td>
</tr>
</tbody>
</table>

Evaluation forms for technical proposals follow on the next pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.
holding company or one firm?
- Is it newly established or old player in the field?
- Is it financially sound to be able to advance the money required?
- Capacity in developing & delivering customized security services
- Does the firm have litigation history
- Reputation in the market
- Other relevant information

<table>
<thead>
<tr>
<th>Relevance of Track Record</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Specialised Knowledge in the area/issue</td>
<td>100</td>
</tr>
<tr>
<td>- Experience on Similar Programme / Projects</td>
<td></td>
</tr>
<tr>
<td>- Experience on Projects in the Region/country</td>
<td></td>
</tr>
<tr>
<td>- Work for UNDP/major multilateral/ or bilateral programmes</td>
<td></td>
</tr>
</tbody>
</table>

Quality assurance procedures, etc. 40

SUB-TOTAL 210

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation Form 2</th>
<th>Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Work Plan and Approach</td>
<td>Company / Other Entity</td>
</tr>
<tr>
<td></td>
<td>A</td>
</tr>
<tr>
<td>2.1 Accurate Understanding</td>
<td>50</td>
</tr>
<tr>
<td>- Did the Offeror understand the task accurately?</td>
<td></td>
</tr>
<tr>
<td>- Have the important aspects of the task been addressed in sufficient detail?</td>
<td></td>
</tr>
<tr>
<td>- Is the conceptual framework adopted appropriate for the task?</td>
<td></td>
</tr>
<tr>
<td>2.2 Completeness, Clarity and Comprehensiveness</td>
<td>70</td>
</tr>
<tr>
<td>- Is the scope of task well defined and does it correspond to the TOR?</td>
<td></td>
</tr>
<tr>
<td>- Are the different components of the project adequately addressed and analyzed relative to one another?</td>
<td></td>
</tr>
<tr>
<td>- Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?</td>
<td></td>
</tr>
<tr>
<td>2.3 Is the approach/methodology appropriate for the local conditions and environment of the project?</td>
<td>70</td>
</tr>
<tr>
<td>2.4 Are the works significantly done by the contractor with little component for sub-contracting?</td>
<td>50</td>
</tr>
<tr>
<td>2.5 Are the Implementation Timelines realistic, achievable and synchronized with the project’s target timelines?</td>
<td>50</td>
</tr>
<tr>
<td>2.6 Are the resources optimally allocated and little, or almost nothing significant, is required of the</td>
<td>60</td>
</tr>
</tbody>
</table>

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### Technical Proposal Evaluation Form 3

<table>
<thead>
<tr>
<th>Sub-Score</th>
<th>Points Obtainable</th>
<th>Company / Other Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A</td>
</tr>
</tbody>
</table>

#### 3.1 Project Manager

- General Qualification: 55
- **Total Sub-Score:** 60

**Suitability for the Project**
- International Experience: 10
- Project Management Experience: 5
- Professional Experience in the area of specialisation: 15
- Knowledge of the region: 10
- Language Qualifications: 5

**Total Part 3:** 140

#### 3.2 Shift Supervisors x 2

- General Qualification: 75

**Suitability for the Project**
- International Experience: 10
- Training Experience: 15
- Professional Experience in the area of specialization: 25
- Language Qualifications: 5

**Total:** 80

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**Financial Evaluation** (300 points)

Only the Financial Proposal envelope of the technically compliant proposal shall be opened and reviewed. The remaining Financial Proposal from Offerors whose Technical Proposals have been found unqualified and non-responsive shall remain unopened.

The Financial Proposals of the technical compliant Offerors shall be evaluated and rated using the following formula:
Where:

- \( p \) = points for the financial proposal being evaluated
- \( y \) = maximum number of points for the financial proposal
- \( \mu \) = price of the lowest priced proposal
- \( z \) = price of the proposal being evaluated

**F. Award of Contract**

23. Award criteria and award of contract

UNDP may apply the cumulative method of determining the best proposal, whereby the technical proposal is assigned a weight of 70% while the financial proposal is assigned a weight of 30%.

Under the said method, the proposal obtaining the overall highest score, after adding the score of the technical proposal and the financial proposal, is the proposal that is rendered the offeror of the best value for money.

Alternatively, UNDP may also award the contract to the lowest priced offer among the technically responsive Offers.

The exact method that will be used will be as specified in the Offer Data indicated in the succeeding sections.

UNDP reserves the right to accept or reject any Proposal, and to annul the Bidding process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror of the grounds for UNDP’s action.

Prior to expiration of the period of proposal validity, UNDP will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

24. UNDP’s right to vary requirements at time of award

UNDP reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

25. Signing of the contract

Within five (5) working days from the time of receipt of the contract the successful Offeror shall sign and date the contract and return it to UNDP.

26. Performance security

Within thirty (30) days from the time of the receipt of the Contract from UNDP, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Bidding Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event UNDP may make the award to the next lowest evaluated Offeror or call for new Proposals.

If the performance security is issued by a foreign bank, it must be confirmed by a local bank.
27. Vendor protest

UNDP’s vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. It is not available to non-responsive or non-timely proposers/Offerors or when all proposals/Offeres are rejected. In the event that a Offeror believes that it has not been fairly treated, the Offeror can find detailed information about vendor protest procedures in the following link: http://www.undp.org/procurement/protest.shtml.

28. The UN Global Compact

The United Nations strongly encourages its vendors and service providers to actively participate in, and to align their business practices/operations with the principles of, the Global Compact (GC). The Global Compact and its key principles may be found in this site: www.unglobalcompact.org. Offerors who are current participants of GC may submit documents describing the extent or nature of their participation/involvement, to strengthen their eligibility for UNDP contracts.

29. Notices and Communications

All official communications to the Offerors shall only originate from UNDP. Any other communications received or noted by the Offerors, which are not officially transmitted by UNDP, are considered unofficial. In the event of conflict between the official communication of UNDP and other information available publicly or from other third parties, the contents of the officially transmitted communication from UNDP shall govern.

All inquiries, clarifications, appeals, or other communications originating from the Offerors relative to this Bidding activity shall also be sent officially to UNDP only. Offerors are restrained from communicating, verbally or in writing, with any development partners of UNDP directly involved in this procurement activity, without the knowledge and approval of UNDP.

30. Responsibility of the Offeror

The Offeror shall:

a) bear all costs associated with the preparation and submission of his/her Offer;
b) be responsible for having taken steps to carefully examine and interpret the contents of this Bidding Documents, including their detailed ramifications and implications; and
c) bear the sole responsibility to determine and to satisfy themselves as they consider necessary or desirable in reviewing and examining their proposal and the extent of their compliance to the detailed requirements of this Bidding.

Submission of the Offeror of a proposal conclusively and unqualifiedly makes him/her fully responsible to undertake and comply with all necessary requirements, conditions and result of this Bidding activity, as well as all the other consequence of such act of submission.

No verbal agreement or discussion with any official or employee of UNDP or its development partners, either before or after the awarding and execution of the contract, shall affect or modify any of the rules, procedures, conditions, and results of this Bidding.

31. Responsibility of UNDP

UNDP reserves the right:

a) to reject any Offer, when the facts, as to business and technical organization, financial resources, experience on similar types of undertaking, and other factors which, in the opinion of UNDP, will justify rejection; and
b) to further examine the competence and background of a Offeror at any time before or after the awarding of the contract, either by verification of the Offeror’s qualification or by any other means, as it deems necessary.

UNDP assumes no obligation or responsibility whatsoever to compensate or indemnify the Offerors for any expenses or losses that might be incurred in the preparation of their Offers regardless of the outcome, nor does UNDP guarantee that an award will be made under this Bidding.

UNDP shall have no liability whatsoever for any failure on the part of the Offeror, or any error the Offeror may commit in complying with or interpreting the Bidding Documents, or for the rejection of the Offer on account of such failure, error or other cause.

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

G. Supplemental Bid Data

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Offerors. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Offerors.

<table>
<thead>
<tr>
<th>Relevant clause(s) of Instruction to Offerors</th>
<th>Specific data complementing, supplementing, or amending instructions to Offerors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Language of the Offer</td>
<td>English</td>
</tr>
<tr>
<td>Last Day for Sending Inquiry</td>
<td>1st March, 2012</td>
</tr>
<tr>
<td>Email address for enquiries only</td>
<td><a href="mailto:asha.shidane@undp.org">asha.shidane@undp.org</a>; cc: <a href="mailto:Jennifer.nielsen@undp.org">Jennifer.nielsen@undp.org</a></td>
</tr>
<tr>
<td>Deadline of Offer Submission (Date and Time)</td>
<td>1200 noon, 8th March, 2012</td>
</tr>
<tr>
<td>Date, Time and Venue of Opening of the Offers</td>
<td>1430hrs 8th March, 2012</td>
</tr>
<tr>
<td>Target Date for the Notification of Status of Technical Proposal Review</td>
<td>15th March, 2012</td>
</tr>
<tr>
<td>Offer Validity Period</td>
<td>120 days from the date of opening of the Financial Proposal Envelope</td>
</tr>
<tr>
<td>Method for determining the best offer</td>
<td>☑ Cumulative Method &lt;br&gt; ✓ Lowest priced offer among technically responsive Offers</td>
</tr>
<tr>
<td>Offer Security</td>
<td>☑ Required. &lt;br&gt; √ Not</td>
</tr>
<tr>
<td>Preliminary Examination – completeness of Offer</td>
<td>☑ Partial Offers permitted. &lt;br&gt; ✓ Partial Offers not permitted.</td>
</tr>
<tr>
<td>Target Date of Notification of Award</td>
<td>1st April, 2012</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>✓ Applies &lt;br&gt; ☑ Does not apply</td>
</tr>
<tr>
<td>If the contractor fails to complete the works/services within the time period(s) stipulated in the Contract, UNDP shall, without prejudice to its other remedies under the contract, deduct from the Contract price, as</td>
<td></td>
</tr>
<tr>
<td></td>
<td>√ Applies</td>
</tr>
<tr>
<td>-----------------------------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td><strong>Risk Assessment: to be undertaken by Contractor</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Liquidated damages, a sum equivalent to 0.5 percent of the contract price for each week of delay until actual completion, up to a maximum deduction of 10 percent of the Contract price.</strong></td>
<td></td>
</tr>
<tr>
<td>Once this maximum is reached, UNDP may consider termination of the Contract.</td>
<td></td>
</tr>
</tbody>
</table>
Annex II

PROPOSAL SUBMISSION FORM

Jennifer Nielsen,
Procurement Specialist
United Nations Development Programme
Springette, Off Lower Kabete Road, Spring Valley
00200 Nairobi
Kenya

Date ___________________

Dear Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional security services for UNDP Somalia for the sum ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to Offer by this Proposal for a period of one hundred and twenty (120) days from the date fixed for opening of the Financial Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive. We also hereby declare with confidence that we accept all other terms and conditions established by UNDP in pursuit of this Contract.

Dated this day (indicate month and date) of the year (indicate year)

Signature ________________________________

Name and Designation ______________________

Duly authorised to sign Proposal for and on behalf of (Name of Firm)
Jennifer Nielsen,  
Procurement Specialist  
United Nations Development Programme  
Springette, Off Lower Kabete Road, Spring Valley  
00200 Nairobi  
Kenya  

Date ______________

Dear Madam,

We, the undersigned, hereby declare that:

a) We offer to supply/provide our services in conformity with the Bidding Documents for the [state contract title] ________:

b) We hereby offer our all-inclusive and fixed total price for our Offer in the amount of ______ [state in bold letters the amount in words and in figures, in the prescribed denomination] valid until ______ [should at least be 120 days from the date of the financial envelope opening] ______:

Name and Signature: _____________________________________________________________

In the Capacity of: ________________________________________________________________

Duly Authorized to sign for and in behalf of: ________________________________

Date: __________________________________________________________________________
Annex IV

**PRICE SCHEDULE**

The Offeror is required to prepare the Price Schedule and enclose it in the Financial Proposal, next to the Price Proposal Submission Form.

All prices/rates quoted for services must be exclusive of all taxes.

The Price Schedule must provide a detailed cost breakdown, providing separate figures for each functional grouping or category.

Estimates for reimbursable cost items, if any, such as travel, and out-of-pocket expenses should be listed separately.

In case of an equipment component to the service provided, 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 to be used as a guide in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### Price Schedule

<table>
<thead>
<tr>
<th><strong>Currency:</strong> USD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
</tr>
<tr>
<td>1 Overhead costs (if applicable). Provide breakdown</td>
</tr>
<tr>
<td>2 Cost per guard per month</td>
</tr>
<tr>
<td>3 Cost per shift supervisor per month</td>
</tr>
<tr>
<td>4 Cost per project manager per month</td>
</tr>
<tr>
<td>5 Out of pocket expense (provide breakdown)</td>
</tr>
<tr>
<td>6 Total</td>
</tr>
</tbody>
</table>

1 Where there is a discrepancy between the unit cost and the total cost, the unit cost will prevail.
PERFORMANCE SECURITY FORM

To: UNDP

WHEREAS [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. ............... dated ........., 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 recognised 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], 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.

The guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity.

SIGNATURE AND SEAL OF THE GUARANTOR

Date ......................................................................................................................

Name of Bank ....................................................................................................

Address .............................................................................................................
UNDP Somalia are seeking the services of a qualified contractor to provide unarmed security guarding services at their United Nations Common Compound (UNCC) facilities in Garowe, Somalia.

The Contractor shall provide high quality Security Services to UNDP at the UNCC (United Nations Common Compound) in Garowe, Somalia by providing security guards 24 hours per day, 365 days a year. The guard force will, in addition to static guarding the compound, undertake frequent patrols within and around specified areas to prevent unauthorized access, protect life and property, maintain order, and deter criminal activity. The security guards shall be responsible for enforcing the rules and regulations governing the access to the compounds and facilities under the control of UNDP. The UNCC facility currently consists of a co-located office/guesthouse facility on adjacent compounds and a separate guesthouse facility approximately 400 metres from the main building.

The security services required to be provided to UNDP at the present time shall include:

- Twenty two (22) day guard posts and eighteen (18) night guard posts to provide 24 hour coverage. Each shift should have a Shift Supervisor. The day shift coverage of twenty two (22) posts will cover the period from 07:00 to 19:00 and the night shift coverage of eighteen (18) posts will be from 19:00 to 07:00. The guard duties will mainly be static points including manning watchtowers, pedestrian and vehicle access control points and a small number of patrolling guards within the UNCC compounds.
- It is accepted that the number of security staff will exceed the number of posts required and it is the responsibility of the contractor to identify the optimum number of staff required (including reliefs for leave etc) and quote accordingly under the terms of the contract. UNDP will not dictate the number of hours each guard works however it should not exceed 12 hours in any working day and all posts should be covered as per above requirements.

The Contractor shall ensure that the provision of security services are closely coordinated with the UNDP Guard Force Supervisor (GFS) and SOP’s for all guarding services will be agreed and authorized by the UNDP Senior Field Security Advisor (SFSA) and GFS.
UNDP reserves the right to request the Contractor at any time during the term of this Contract, to replace any of the Contractor's designated staff, who, in the opinion of UNDP, is unfit and/or unsuitable to perform the services under this Contract. The Contractor shall comply with such a request immediately.

The Contractor shall manage his guarding force in such a manner that it will at all times provide for the full strength of guards on duty at any one time however guards should never work double shifts. It will be the sole responsibility of the contractor to cater for absence due to sickness, leave, dismissal or resignation. All replacement guards should meet the requirements as specified in the contract. The Contractor shall reimburse the UN for the absence of guards, which will also be considered as non-performance.

The contractor shall appoint a guard manager who will be the focal point for all policies and procedures carried out by the guard force and will directly liaise with the SFSF/GFS to agree SOP’s and correct practices. The guard manager from the security company is not required to be present at the site but should pay regular visits and be contactable at all times by the SFSF/GFS to respond to any issues involving the guard force and manage the guarding contract with UNDP.

The contractor should have an adequate number of trained and identified guards available as either replacements for sick or unsatisfactory staff. The UNDP Somalia reserves the right to request at any time during the Contract for additional guards of equal qualifications and experience as the assigned guards with an agreed lead time for the provision of extra staff. The additional cost shall be calculated on the existing prevailing rates for such services.

**Responsibilities of the Contractor (Security Company) to UNDP Somalia**

1. The Contractor shall be responsible for the initial training of the guards (at the contractors expense) to ensure they are capable of performing their respective functions prior to commencing the contract. UNDP have the right to give further training to the guard force once deployed.

2. The Contractor shall ensure that Shift Supervisors are familiar with the use of VHF radios and are able to communicate in English. The Supervisors will establish a direct communication links with the UNCC Garowe Radio Room 24 hours per day, 7-days a week. A UNDP radio will be provided to the Shift Supervisor.

3. The Contractor shall ensure the perimeter integrity of the compound, only authorized access to the compound and the protection of UN staff, visitors and assets.

4. The Contractor shall provide regular maintenance services to their equipment and perform any other related services such as removal and installation of their equipments.

5. The Contractor shall provide to UNDP SFSF/GFS, the names and qualifications of the proposed guard force and other guards identified for assignments to work in the performance of this Contract within one week after the effective date of this Contract.
6. The Contractor shall provide the guards assigned to UNDP Somalia with proper company uniforms as required by local authorities and, whatever tools and equipment that is necessary for effective fulfillment of the Contract.

7. The UNDP SFSA/GFS has the authority to review and modify site procedures on a continuous basis to adapt to new and emerging threats.

8. Post Orders and SOP’s for the static guard posts and patrolling guards will be agreed in detail between the UNDP SFSA/GFS and the appointed guard manager.

9. The contracted guard force will be working in unison with the Somaliland Special Protection Unit (SPU) which is an armed force responsible for the external perimeter protection of UN facilities and staff and for escorting UN personnel. The SPU will be posted on the access points to the UN facility and the contractor (through agreed SOP’s) will be responsible for ensuring the contracted guard force and the SPU work together to ensure the optimum level of security at the UN facility.

**Security Staff - Minimum Qualifications:**

**All Guards Must**

i} Possess experience in either Military service, Law Enforcement or some experience in a security related field.

ii} Pass a suitable background investigations check, including a police check covering criminal and/or subversive activities, previous employment recommendation(s) from their respective Supervisor(s).

iii} Shift supervisors and the guard manager, must have the ability to speak, read and write the English language and be skilled and competent in the use of VHF Radios including the proper use of radio telecommunication procedures (RTP).

iv} Understand and carry out oral and written directions.

v} Write clear and accurate reports of incidences (in Somali or English) and submit these immediately to the Shift Supervisor for translation or SFSA/GFS.

vi} Be mentally alert and capable of exercising good judgement, implementing instructions, and assimilating necessary training.

vii} Be well proportioned in height and weight and in good general health without physical defects or abnormalities which would interfere with performance of their duties, including standing for prolonged periods of time.
viii) Be free from communicable disease.

ix) Possess binocular vision and not be color blind.

x) Be capable of hearing ordinary conversation without the benefit of a hearing aid.

xi) Provide certification from a licensed physician, which warrants that they are physically fit.

xii) Not be under the influence of Khat or any other drug or alcohol while on duty.

xiii) Additionally to the Guard Supervisors, at least 20% of the total guard force should have a general understanding of English and be able to communicate sufficiently in English to carry out their daily operations.

xiv) Each shift should have a minimum of two females on duty at all times and the contractor should ensure replacement female guards are available during periods of leave, sickness etc.

**Provision of Services**

The periods of the service will be on a 24 hour basis, (7) days a week including weekends and public holidays for the duration of the contract.

Guards assigned by the Contractor to UNCC Garowe Office, Somalia shall follow administrative procedures as stipulated by UNDP Somalia in agreement with the contractor and shall not be used by the UN staff members for personal errands.

The Contractor shall be responsible to supervise their guards on a daily basis at any given time of the night or morning through the provision of a supervisor and overseen by a project manager for this contract.

The Contractor may carry out spot checking of their guards at any time of the day or night.

The Contractor shall notify the SFSA/GFS in writing, through personal delivery, email or fax of any additional security measures required within 24 hours of any such observations, with a copy to the Head of Sub-office.

The Contractor shall present monthly reports for inspection by SFSA/GFS, on preventive security measures carried out during the past month, and how it has related to the overall work program. The Contractor shall include, as necessary, statistics of work achieved.
The Contractor shall ensure that all provided communication equipments and accessories are in good working condition. The SFSA/GFS reserves the right to conduct random checks on the equipment/systems. Guard Supervisors should be in possession of a VHF radio provided by UNDP with an assigned frequency.

All issues pertaining to security and procedures will be coordinated between the SFSA/GFS and the Guard Force Manager appointed by the contractor.

**Security Company Profile**

The security company providing the services should ensure the following:

- They are licensed to operate in Garowe as a security service provider with confirmation certification.
- They have a minimum of three years experience in the security field specific to the provision of unarmed security guarding.
- They are able to provide both a company profile and financial record for the previous three years.
- Previous experience of working with the UN is desirable but not a requirement.
- The company must be willing to be subject to background checks by the UN prior to and contract being awarded.
Dear Sir/Madam,

SUBJECT : Project Title & Project Number

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage you, as the authorized and official representative of (Name of Firm), duly organized under the Laws of Philippines (hereinafter referred to as the "Contractor") in order to perform services in respect of Title of Subcontract (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. **Contract Documents**

   1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of said Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

   1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

      1.2.1. this letter;
      1.2.2. the Terms of Reference, attached hereto as Annex II;
      1.2.3. the Contractor’s Technical and Financial proposal, attached hereto as Annex III;
      1.2.4. the exchanges of communications and agreed minutes of the negotiation meeting, attached hereto as Annex IV.

   1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. **Obligations of the Contractor**

2.1 The Contractor shall perform and complete the Services described in Annexes II and III with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<table>
<thead>
<tr>
<th>Name</th>
<th>Specialization/Function</th>
<th>Nationality</th>
</tr>
</thead>
</table>


2.3 Any changes in the above key personnel shall require prior written approval of UNDP, or any of her alternate / authorized representative.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

<table>
<thead>
<tr>
<th>Deliverables</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by mail, courier or hand-carrying to the address specified in 9.1 below. The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. **Price and Payment**

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of **Amount of Contract in words and numbers**

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in this Contract, upon achievement of the corresponding milestones and for the following amounts:

4. **Special Conditions**

4.1 In the event that the Contractor encounters or foresees reasons for delay, other than force majeure, such as, but not limited to, security issues, delays in obtaining data or information from any third party or parties, the Contractor shall promptly notify UNDP of such delays. UNDP may consider a reasonable extension of the deadline for the delivery of outputs, if the delay is justified.

If the completion of the services is delayed, without UNDP approval, for more than five (5) days beyond the herein mutually agreed date of completion, then beginning the midnight of the fifth (5th) day, UNDP reserves the right to claim damages/penalties from the Contractor for every day of delay, in the amount of 0.5% (zero
point five percent) of the total Contract Price, deductible from the remaining amounts not yet disbursed by UNDP.

On the thirtieth (30th) day of effecting the abovementioned damages/penalties, UNDP reserves the right to render the Contract terminated.

5. **Submission of Invoices**

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

United Nations Development Programme, Somalia  
Springette, Off Lower Kabete Road,  
P.O. Box 28832  
00200 Nairobi, Kenya

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. **Time and manner of payment**

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

- [Name of the Bank]
- [Account Number]
- [Address of the Bank]
- [Swift Code]
- [Routing]

7. **Entry Into Force and Time limits**

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than start date and shall complete the Services within duration of contract of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. **Modifications**

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and UNDP.

9. **Notifications**

9.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

- **Name:** Alvaro Rodriguez  
  **Country Director**
- **Address:** United Nations Development Programme, Somalia
Springette, Off Lower Kabete Road, Spring Valley
P.O. Box 28832, 00200 Nairobi, Kenya

Attention: Jennifer Nielsen, Procurement Specialist
Fax: (254) 20 4255254 (direct line)
Email: Jennifer.nielsen@undp.org

For the Contractor:

Name:
Address:
Fax:
Email:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

Alvaro Rodriguez
Country Director
UNDP Somalia

For **Name of Contractor’s Firm**
Fully Agreed and Accepted:

Signature: _______________________
Name: _______________________
Designation: _______________________
Date: _______________________

REF: UNDPSO/RFP/2012/001/ADM
PROVISION OF SECURITY SERVICES - GAROWE
ANNEX IX

UNDP GENERAL CONDITIONS OF CONTRACT
FOR PROFESSIONAL SERVICES

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3. 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. 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. 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 with the provisions of this Contract.

6. 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. 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. INSURANCE AND LIABILITIES TO THIRD PARTIES

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.

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

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.

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

(i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

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

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

9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. 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.
Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP, which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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, which are beyond the control of the Parties.

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 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 UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure.

On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion; it considers being 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.

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, 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.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

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.

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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

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, UNDP may, without prejudice to any other right or remedy it may have, terminate
this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to 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.

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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. TAX EXEMPTION

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 UNDP to determine a mutually acceptable procedure.

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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

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.

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. MINES

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

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. 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. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

23. AUDITS AND INVESTIGATIONS

23.1 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.

23.2 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.

24. ANTI-TERRORISM

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 this link: 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.

25. SECURITY

25.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP’s property in the Contractor’s custody, rests with the Contractor.

25.2 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.

25.3 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.

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