

ANNEX A to Scope of Work: General Guard Instructions and Orders

UNSMS ORGANIZATIONS, TANZANIA GUARD INSTRUCTIONS GENERAL ORDERS¹⁰

1. PURPOSE:

- 1.1 General Orders: General Orders for the guard force provide directions and instructions of general application to all members of the guard force at all posts. Each member of the guard force is responsible for being fully familiar with and responsive to the General and Site Specific Post Orders. These orders will not be modified or revised without the written authority of the Contract Officer.
- 1.2 Failure to comply with any General Order will result in the permanent removal from the contract of the delinquent guard.

2. MISSION:

- 2.1 The primary mission of the guard force is to provide protection for UNSMS organization personnel and protect UNSMS organization facilities and equipment from damage or loss due to a malicious act. The guards act as an outer screen of protection and early warning signal. The guard force will carry out specific actions as described in these orders and individual Site Specific Post Orders in case of an emergency.

3. MANNER OF PERFORMANCE OF DUTY AND UNIFORM:

- 3.1 Guard personnel will be firm yet courteous, efficient and tactful at all times while in the performance of their duties. They will never engage in arguments with any person and will refer disagreements and misunderstandings to their Supervisor and UNDSS. They must read, fully understand and comply with all General and Site Specific Post Orders.
- 3.2 Guard personnel will, at all times, maintain a neat and clean appearance and, while on duty, be fully dressed in the prescribed guard uniform and equipment. Uniforms must be neat and serviceable, without rips, tears, patches, holes or other discrepancies. Assigned equipment shall be presentable and functioning. Guards will maintain their post in a neat and tidy manner. The guards and post will remain subject to inspection by UNDSS at any time.

¹⁰ UNSMS, "Guidelines on the Use of Unarmed Private Security Services", Section G 28a

- 3.3 The guards must not participate in or support any activities which would be disruptive to the performance of their duties or would decrease the efficiency of the guard force operation.
- 3.4 Guard personnel will perform only those security duties identified by the guard UPSS provider and UNDSS. Guards will not perform any other non-security related or unauthorized functions during duty hours or acts which distract the guard from his/her intended purpose.
- 3.5 Where appropriate, guards will maintain, in a neat, orderly and legible fashion, all logbooks, ledgers, record books, incident reports or any other written record of duties performed or of any security event.
- 3.6 Guard personnel will not offer or divulge any information about UNSMS organization operations or personnel to anyone, including any Government of Tanzania authorities. Guards will report immediately to their Supervisor and UNDSS after any attempt by individuals to solicit information regarding UNSMS organization personnel or facilities. Reports will be given verbally and through official incident reports.
- 3.7 The relief guard will take complete charge of duties from the guard being relieved, including the post logbooks and all other equipment maintained at the post. Guards will not abandon their post until properly relieved.
- 3.8 Guards will brief and pass on any special instructions to their relief guard concerning outstanding or significant events that occurred during the previous shift.
- 3.9 Guards will be alert to their surroundings and immediately report to their supervisor any suspicious activity, which may be vehicles or individuals acting in a suspicious manner.
- 3.10 Guard personnel will control access to UNSMS organization facilities and properties, protect life, maintain order and resist criminal attacks against mission personnel, visitors, dependents and property. In addition, guards will, as outlined in Site Specific Post Orders, resist any other form of violent attacks, including terrorist attacks, against the same all in accordance with the UNSMS organization's policies.
- 3.11 Guard personnel will intercept, identify and make the proper log of entries for visitors and other appropriate persons to UNSMS organization facilities. Further, guards will conduct inspections of persons, property and vehicles; confiscate unauthorized items; and issue appropriate access control grounds passes according to established policies. Prohibited items (including explosive devices, flammable liquids, firearms and edged weapons) are never allowed into a UNSMS organization without express approval from UNDSS.
- 3.12 Guards will ensure that only authorized persons displaying a valid form of identification and legitimate visitors enter the area they are assigned to protect.

Guards will not hesitate to challenge persons who do not have proper identification or who attempt to avoid specified access control procedures or policies.

- 3.13 Guard personnel will conduct periodic, non-routine inspections of their area of responsibility and immediately report any unusual incidents or circumstances, or emergency situation to their Supervisor and UNDSS.
- 3.14 Guards will not leave their assigned post until a relief guard properly relieves them.
- 3.15 Guard personnel will maintain a high standard of professionalism while on duty. Guards will be polite and courteous in the performance of their duties. They will not use abusive language, be late for work or be inattentive. Guard personnel will not act in any manner detrimental to the reputation of their company or the UNSMS organization.
- 3.16 Guard personnel at UNSMS organization facilities must be able to demonstrate a working knowledge of the UNSMS organization's emergency action plans (fire, bomb, intruder, etc.). Basic training in emergency action response will be the responsibility of the UPSS provider.
- 3.17 Guard personnel will comply with all orders or instructions given to them by their supervisors and UNDSS.
- 3.18 Guards will not abuse their authority for personal or monetary gain.
- 3.19 Guard personnel will not gamble or engage in any illegal activity while on duty or in uniform.
- 3.20 Off-duty guards shall not loiter or be present at any post outside their regularly scheduled shift hours.
- 3.21 Guard personnel will not provide information about UNSMS organization personnel or facilities to anyone without the specific approval of UNDSS.

4. GUARD CONDUCT:

- 4.1 GENERAL AND SITE SPECIFIC POST ORDERS. The guards will follow the General Orders and the Site Specific Post Orders for each guard post.
- 4.2 REPORT FOR WORK. Guard personnel will be punctual in reporting for duty at the start of each shift. Oncoming guards will report to their posts on time and prepared to assume duties at their assigned posts.
- 4.3 HONESTY. The guards will not remove any item from an office, room, residence or facility, except under the direction of his or her supervisor or UNDSS.
- 4.4 PROPER USE OF OFFICIAL TIME. Guards will remain alert and vigilant at all times. They will not nap or sleep, engage in personal conversations in person or on

the telephone, read newspapers, watch TV, listen to the radio or attend to any other personal business during duty hours while on post. Engaging in any of these activities may be cause for immediate dismissal.

- 4.5 RESPONSIBILITY FOR ASSIGNED UNIFORMS AND EQUIPMENT. Guards are responsible for the uniforms and equipment assigned to them and for property in their custody. The guards will wear clean, neat and complete uniforms while on duty. Any discrepancies will be subject to corrective action by UNDSS.
- 4.6 SUPPORT OF UNSMS ORGANIZATION AND HOST GOVERNMENT RELATIONS. The guards must not become involved in activities which would prompt public criticism or cause discredit or interference with the UNSMS organization/host Government relations.
- 4.7 PERSONAL ACTIVITY ON POST. Guards will not engage in any unofficial business on post (i.e., soliciting, canvassing, peddling, sales promotion of a commercial item, loan money for interest, etc.). Any discrepancies will be subject to corrective action by UNDSS and cause for immediate dismissal.
- 4.8 SEXUAL HARASSMENT. Guard personnel will not engage in any conversation or activity which may be interpreted as sexual harassment against members of the same or opposite sex.
- 4.9 COUNTERMANDING OF ORDERS. Any countermanding of orders by anyone other than the Contract Officer or his designated representatives must be reported to a Supervisor and UNDSS.
- 4.10 GUARD POST LOGS. Guards will maintain the post log upon assuming duty, during the time assigned and at the time of relief as prescribed in the General Orders.
- 4.11 INCIDENT REPORTS. Guards will immediately prepare an incident report after observing a security incident and forward the report to UNDSS or his designee. The incident report is given to the Supervisor during post inspection. Report any possible security incident and anything requested by UNDSS.
- 4.12 REPORT TO THE CONTRACT OFFICER. Guards will report immediately to UNDSS, through the supervisor, any attempt to elicit information regarding the UNSMS organization or its personnel.
- 4.13 SURVEILLANCE DETECTION. Guards will be aware of surveillance attempts directed at UNSMS organization facilities and personnel. Information regarding surveillance will be entered in the logbook and an incident report will be prepared. The Supervisor and UNDSS will be notified immediately.

5. ALCOHOLIC BEVERAGES, NARCOTICS AND DANGEROUS DRUGS:

- 5.1 The drinking of intoxicating beverages on duty or eight hours prior to assuming duty by guard personnel is prohibited. Any guard who is incapacitated or who has

consumed alcoholic beverages during this period will not be posted on duty. Guards will not drink alcoholic beverages on duty, off duty while in uniform or in the environs of UNSMS organization facilities.

- 5.2 Relief by an intoxicated person is prohibited. Guards will not allow themselves to be relieved and will immediately notify their supervisor if a guard has reason to believe that their relief is intoxicated.
- 5.3 The use of controlled substances, such as narcotics or dangerous drugs (e.g., marijuana, hashish, etc.), at any time by members of the guard force is strictly prohibited. Any guard who is observed using or is in possession of any controlled substance shall be removed from the UNSMS organization's contract immediately.
- 5.4 When a guard is required to take medication on the order of his/her physician, the guard supervisor must be notified. If it is determined that such medication may adversely affect the guard's ability to perform his/her duties, the guard will be prohibited from being assigned to a post.

6. ROLL CALL TRAINING:

- 6.1 Roll call training will be conducted for 10-20 minutes when guards report for duty. The training should emphasize retention of learned skills and should pass on relevant information for the performance of duty that day. The UPSS provider is responsible for ensuring that this training occurs.

7. POST LOGS:

- 7.1 Each guard post has a post log, provided by the UPSS provider. Post logs provide specific instructions relating to the guard service to be provided at the guard post. It is the responsibility of each guard assigned to maintain the post log in the following manner.
 - 7.1.1 Upon assuming duty, the guard must enter the time, date and his/her name.
 - 7.1.2 Upon assuming duties at a post, the relief guard will inspect the post to ensure that all guard equipment and supplies are present and that all guard/security equipment is in good working condition. Such equipment may include telephones, radios, flashlights, vehicle inspection mirrors, hand-held metal detectors (HHMD), walk-through metal detectors (WTMDs), CCTV monitors and anti-ram vehicle barriers. Any malfunctioning or broken security equipment will be noted in the post log and will be reported to a supervisor immediately and an incident report prepared.
 - 7.1.3 During the time assigned to the post, the guard is required to note the time and make an entry regarding any event considered to be of a security nature. For example: an attempt to enter the facility or destroy UNSMS organization property or direct attacks by force on the guard post or guard personnel.

7.1.4 Where any security event occurs, guards must:

- a. Notify the Supervisor and others as instructed in the Post Orders;
- b. Take appropriate emergency or reactive countermeasures;
- c. Make the appropriate entry in the post log;
- d. Prepare an incident report; and
- e. Report orally to the Supervisor at the time of the next post inspection and provide him/her with the incident report.

7.1.5 During the time assigned to the post, when the Supervisor provides specific instructions for the guard, such instructions are to be entered in the log indicating the time the orders were received.

7.1.6 If, at any time, a guard is relieved on post for any reason, the guard assigned as relief must enter the time, his/her name and the reason for the relief.

7.1.7 At the end of assigned tours of duty, guards must initial the log, assuring that all entries have been made properly during their period of assignment.

7.1.8 Guards will not falsify or unlawfully conceal, remove, mutilate or destroy any official documents, such as post logs or incident reports. Any discrepancies will be subject to corrective action by UNDSS and cause for immediate removal from the contract.

8. RESPONSIBILITIES OF THE SHIFT SUPERVISOR:

8.1 The Shift Supervisor/Supervisor is responsible for assuring the post logs are properly maintained and that all appropriate entries are made in accordance with the foregoing instructions. When the Shift Supervisor/Supervisor visits a guard, the following steps must be taken:

8.1.1 Inspect the guard post;

8.1.2 Examine the post log;

8.1.3 Enter the time; and

8.1.4 Sign the log attesting that the inspection was carried out, annotating any deficiencies and corrective actions to be taken.

9. OFFICIAL INCIDENT REPORT:

9.1 An incident report will be prepared in all cases where an incident arises which is not of a routine nature. The report will be available to UNDSS within 24 hours or the morning of the next business day, whichever is sooner, after the incident.

- 9.2 An incident report will be prepared as a supplemental report to the required entries in the post log. In no case will they be used in lieu of an entry in the post log.
- 9.3 It is important that all available information be recorded. Frequently, this is the sole source of information on which a more complete investigation can be based. Accuracy is of prime importance in all cases. Where feasible, guard personnel shall obtain and note the full name, complete date of birth and contact information of any personnel (except the personnel of the UNSMS organization, guard company or police) referred to in an incident report.
- 9.4 When it appears that immediate action is required concerning any incident that arises, the guard supervisor, the guard on duty and UNDSS will be notified at once.

10. IDENTIFICATION OF PERSONS:

- 10.1 All personnel of the UNSMS organization are required to show proper identification or authorization before being permitted to enter the UNSMS organization facility or perimeter environs.
- 10.2 All visitors must have approved access to the UNSMS organization compound and be issued visitor badges – these can either be approved by UNDSS or UNSMS organization personnel. Proper identification from the visitor is required to receive a UNSMS organization visitor ID badge.
- 10.3 The process will follow the specific procedures established by the UNSMS organization for the facility.

11. TELEPHONE AND RADIO COMMUNICATION:

- 11.1 Any guard who is on duty and handling official telephone calls or inquires will be courteous and polite and assist the caller if possible. All official information calls and inquires will be referred to the proper person or UNDSS.
- 11.2 Request from host government law enforcement agencies concerning personnel will be referred to UNDSS. UPSS personnel are not to release any information on UNSMS personnel.
- 11.3 If persons other than UNSMS organization employees request telephone numbers, the guard will take the caller's name and telephone number and advise the caller that the employee will call the individual back (i.e., to the caller's office or home phone number). If further information is requested, the caller will be referred to UNDSS.
- 11.4 The telephones located at guard posts and radios issued to the guards or the guard posts will be used for official business only.

12. REMOVAL OF UNSMS ORGANIZATION PROPERTY:

- 12.1 The guards will be observant of all employees or visitors departing the UNSMS organization to prevent unauthorized removal of any UNSMS organization property. Guards will

investigate the removal of property from the UNSMS facility in strict accordance with the procedures established for that facility.

13. SAFEGUARDING OFFICIAL INFORMATION, RECORDS AND DOCUMENTS:

13.1 The guards must not disclose official information, records and documents to unauthorized personnel. Guards will neither discuss the nature of their duties nor repeat to others what they may have seen or heard while on duty, except as necessary to conduct their duties. Guards will provide correct and valid information and documents acquired in connection with their duties only to their immediate supervisors or UNDSS or his designee. Should unauthorized personnel question guards as to their duties, the guard will immediately bring the matter to the attention of the Contract Officer or designee through the Guard Supervisor.

14. THE USE OF FORCE:

14.1 The use of force is defined as the physical application of violence upon or against a person in any way.

14.2 Only the minimum use of force necessary for the restoration of order is authorized.

14.3 Refer to the United Nations Use of Force Policy, annex D.

15. APPREHENSION OF INDIVIDUALS¹¹

15.1 Guards shall not take or hold any persons except when apprehending persons to defend themselves or others against an imminent threat of violence, or following an attack or crime committed by such persons against UNSMS personnel, guests or property under their protection, pending the handover of such detained persons to the competent authority at the earliest opportunity. Any such apprehension must be consistent with applicable national or international law and be reported to the UNSMS organization without delay.

15.2 Guards shall treat all apprehended persons humanely and in a manner consistent with their status and protections under applicable human rights law or international humanitarian law, including, in particular, prohibitions on torture or other cruel, inhuman or degrading treatment or punishment.

16. FIRE PREVENTION AND REPORTING:

15.1 Guards should frequently review the General and Site Specific Post Orders in the event of an emergency. It is important that only correct and prescribed procedures are

¹¹ Adapted from the International Code of Conduct for Private Security Providers' Association (ICoCA), Apprehension at paragraph 34.

followed in order to minimize the emergency. More specific instructions concerning emergencies for each guard post are in the Post Orders.

16.1.1 General. The objectives of fire prevention and reporting, in the order of importance, are to:

- a. Report it immediately and request assistance. Inform the Guard Supervisor or activate the fire alarm prior to attempting to extinguish the fire;
- b. Inform individuals in the immediate vicinity of the fire and order them to vacate the area immediately;
- c. Prevent the loss of life and property in case a fire should spread;
- d. Confine the fire to its place of origin; and/or
- e. Secure all elevators, return to the ground floor and throw "Emergency Stop" switches within the elevators.

16.1.2 Preventive Measures:

- a. Proper fire prevention measures, coupled with common sense, will prevent most fires from starting. It is imperative that guards are constantly on the lookout for fire hazards, particularly in waste cans and electrical equipment. Overloaded electrical outlets are among the leading causes of fire. Whenever a fire hazard is discovered, it will be immediately reported to the Guard Supervisor and UNDSS or designee. Appropriate entries are to be made in the post log and an incident report will be prepared.
- b. Guards must know where the various types of fire extinguishers are located, particularly those nearest to the guard's assigned post, and which is appropriate for the type of fire being fought.

16.1.3 Know Whom to Contact. The following contacts will be made available in case of a fire:

- a. Fire Department (within the United Nations and/or local)
- b. The Guard Supervisor and the Contract Officer through the Supervisor.

16.1.4 Sounding the Alarm. The first thing the guard(s) must do is to sound the fire alarm if a fire is discovered. Any person available may be instructed to sound the alarm while the guards carry out the instructions set forth in the preceding paragraphs.

16.2 ALL GUARDS WILL READ AND MUST HAVE FULL KNOWLEDGE OF THE UNSMS ORGANIZATION FIRE PLAN.

17. BOMBS, INCENDIARY DEVICES AND FIREARMS:

17.1 If a bomb or incendiary device, or what may have the appearance of a bomb or incendiary device, is discovered, the guard(s) should immediately clear the area (i.e., cordon off the area) and notify the Guard Supervisor and UNDSS through

the Supervisor. Use a land-line telephone or runner to notify the supervisor—do not use the radio or a cellular telephone.

- 17.2 Under no circumstances should guards touch or in any way disturb suspicious articles or packages. **DO NOT TOUCH** or move any item suspected to be a bomb or incendiary device. Guard(s) should stand by (at a safe distance from the item) to prevent it from being touched or disturbed by other persons. Employees working in the area where a suspicious article or package is located should be evacuated until the cause of the danger is removed. The general rule to follow is to clear the immediate area and call the appropriate authorities.
- 17.3 Explosive disposal assistance can be obtained by calling UNDSS or designee.
- 17.4 If a guard(s) receives a bomb threat, the guard will try to determine where the bomb is located, when the bomb is set to detonate, what it looks like, who placed the bomb and why the bomb was placed. The most important information is when the bomb is set to detonate and where the bomb is located. Guards must use the **bomb threat reporting form** as guidance. Other information like the description of the voice and the background noise is important for the guard to determine. This information will be reported in the post log and an incident report will be prepared. After the guard obtains as much information as possible regarding the threat, the guard should immediately contact the Guard Supervisor and UNDSS or his designee through the Supervisor.
- 17.5 Should a bomb explode on or near the guard post, keep the area clear of people.

REMEMBER, DURING THE CONFUSION OF A BOMB BLAST, THE GUARDS MUST STILL PROVIDE SECURITY FOR THE UNSMS ORGANIZATION FACILITY AND EMPLOYEES OR OTHER PEOPLE IN THE AREA.

- 17.6 The guards will not allow anyone to enter the UNSMS organization official facilities who has an open or concealed firearm, knife, explosive or any other type of weapon in his/her possession except for authorized UNSMS organization personnel. The guards will be especially watchful for attempted entry of firearms or explosives under cover. In the event that such devices are detected, the guard will immediately report it to the Supervisor on duty and UNDSS through the Supervisor.

18. CHEMICAL/BIOLOGICAL ATTACK AWARENESS AND COUNTERMEASURES:

- 17.1 All guard personnel shall stay alert for indications of chemical/biological attack or agent, which could include the following:
 - a. Unexplained dead or dying animals in the area;
 - b. Unusual liquid sprays or vapour or suspicious devices;

- c. Unexplained droplets or oily film on surfaces;
 - d. Unexplained odours or low flying clouds/fog unrelated to weather, some of which would be similar in scent to bitter almonds, peach kernels, newly mown hay or green grass;
 - e. A large number of strange insects or vermin not typical for the time of day or year;
 - f. Individuals displaying symptoms of nausea, difficulty breathing, convulsions, disorientation or patterns of illness inconsistent with natural disease, unexplained blisters or rashes or sudden difficulty in seeing, especially dimness of vision while in broad daylight; and/or
 - g. Unexplained casualties.
- 17.2 If any of the conditions identified above is discovered, the guard(s) must immediately clear the area and notify the Guard Supervisor and UNDSS or his designee through the Supervisor.

19. QUESTIONS

- 18.1 Refer any questions concerning General Orders or Site Specific Post Orders to the Shift Supervisor. Further clarification may be obtained from UNDSS.

***** POST ORDERS TO BE ADDED AFTER AWARD**

ANNEX B to Scope of Work: Contract Management and Performance Measurements

1. The following clauses apply for services and equipment required to be provided by the UPSS provider, as referenced in annex D of this Scope of Work.
 - a. Acceptable Levels of Performance. This contract is a key element of the United Nations Security Risk Management Programme. The security of UNSMS personnel and property demands that the UPSS provider comply fully with the contract terms and conditions. The UNSMS monitors the UPSS provider's performance for this purpose.
 - b. Failure to Provide Services. As with any time-and-materials contract, the UPSS provider may only bill for hours worked. For an unmanned post, not only is the UPSS provider prohibited from billing for such services, but the UNSMS may assess a further deduction, as shown in the first category of the matrix displayed below, due to the serious breach of security created by the unmanned post.
 - c. When the UPSS provider fails to provide the services required by this contract, the UNSMS shall assess a deduction for each instance of unacceptable performance or non-performance as described in annex C of this Scope of Work. The UNSMS shall deduct the amounts from the next monthly invoice payment.
 - d. Deduction for Unacceptable Performance. The deductions described in the matrix below are for billed services not performed in accordance with acceptable quality standards, resulting in:
 - the degradation in value of those services, and

- the anticipated loss of administrative time and cost in dealing with performance deficiencies.
- e. This contract may also contain line items for vehicles and communications equipment. These line items are paid at a fixed monthly rate. The matrix reflects the deductions for unacceptable services under these line items. These deductions reflect a pro rata deduction from the monthly rate.
- f. Computation of UNSMS Deduction Rate. The deduction value is based on the estimated cost for the UNSMS to provide that service in the absence of a contract employee or the additional administrative time for the UNSMS. Deduction rates are quoted in US dollars, however, they may be paid in local currency based on the published UNSMS currency conversion rates for the month of the infraction.
- g. The UNSMS reserves the unilateral right to modify the contract for the purpose of changing this rate with 30 days' notice. Changes will occur only to reflect changes in the cost on which the hourly rate is based.
- h. The acceptable quality and deduction guidelines do not imply that the UPSS provider may knowingly perform in a defective manner. Defective performance may cause the UNSMS to incur additional expenses with regard to the services or cause the UNSMS to withhold payment for services not properly or satisfactorily performed. When the COR observes deficient performance, as identified in the following items, the COR will immediately notify the UPSS provider and the UNSMS shall invoke the deduction value for that deficiency.

Tool 1 Key Performance Indicators for UPSS Provider Performance

Key Performance Indicators		
KPI 1	Manning: All posts specified in the contract to be manned at all times.	
	Method of measurement	UPSS provider to report immediately on any unmanned positions, which will be captured on monthly reports. Facilitation of random checks.
	Frequency of measurement and reporting	Performance is reported monthly. KPI scoring monthly.
	Source data	Daily manning reports and time sheets, monthly reports, incident reporting and random inspections by the organization.
	Calculation	Number of positions manned during the period / number of positions x 100
	Definition of KPI elements	All manned posts to be fully resourced as set out in the contract. Replacement personnel provided by UPSS provider immediately for
	Exceptions to KPI (data not included in measurement of KPI)	Considerations not under the control of UPSS provider—case-by-case basis.
	Target performance - Green	100% of self-reported compliance AND zero deviations from contractual requirements found in any inspection during the
	Amber	95-99% of self-reported compliance OR 1-3 deviations from contractual requirements found in any inspection during the month.
	Red	<95% of self-reported compliance OR more than 3 deviations from contractual requirements found in any inspection during the month.
KPI 2	Manning: All staff are vetted, trained, equipped and hold work permits and licenses in accordance with contract requirements.	
	Method of measurement	Personnel fully compliant with contract requirements.
	Frequency of measurement and reporting	Performance reported monthly. KPI scoring
	Source data	Personnel and training records. Training records must be available for inspection 2 hours after the request.
	Calculation	Compliant staff members / total staff members x 100
	Definition of KPI elements	Staff compliant with contract requirements, including those specific to role.
	Exceptions to KPI (data not included in measurement of KPI)	Considerations not under the control of UPSS provider—case-by-case basis.

	Target performance - Green	100% of self-reported compliance AND zero deviations from contractual requirements found in any inspection during the month.
	Amber	95-99% of self-reported compliance OR 1-3 deviations from contractual requirements found in any inspection during the month.

	Red	< 95% of self-reported compliance OR more than 3 deviations from contractual requirements found in any inspection during the month.
	Additional information	Personnel and training records available to UNDSS upon request.
KPI 3	Manning: Requests for emergency and additional personnel are addressed immediately by UPSS provider's management and accommodated within contract requirements.	
	Frequency of measurement and reporting	Discrepancies reported to UNDSS. KPI scoring monthly.
	Source data	Reported discrepancies.
	Calculation	Number of discrepancies reported by UNDSS.
	Definition of KPI elements	Individual discrepancies reported.
	Exceptions to KPI (data not included in measurement of KPI)	Considerations not under the control of UPSS provider—case-by-case basis.
	Target performance - Green	No discrepancies.
	Amber	1 reported discrepancy.
	Red	2 or more reported discrepancies.
KPI 4	Compliance: UPSS provider performance does not deviate from contract requirements and established procedures without proper authorization from the Contract Officer(s).	
	Method of measurement	Reported unauthorized deviations from contract requirements and
	Frequency of measurement and reporting	Deviations reported to UNDSS. KPI scoring monthly
	Source data	Reported deviations.
	Calculation	Number of deviations reported by UNDSS.
	Definition of KPI elements	Individual deviations reported.
	Exceptions to KPI (data not included in measurement of	Considerations not under the control of UPSS provider—case-by-case basis.
	Target performance - Green	No deviations.
	Amber	1 reported deviation.
	Red	2 or more reported deviations.
	Additional information	Proper authorization includes a written memo, modification, change in local standard operating procedures, etc., unless it is an emergency
KPI 5	Compliance: Professional appearance of guards and their uniforms/equipment; attitude/behaviour of guards.	
	Method of measurement	Lapses in compliance with professional appearance and behavioural
	Frequency of measurement and reporting	Discrepancies immediately corrected and documented, and UNDSS to be informed of anything more than an on-the-spot correction.

		KPI scoring monthly.
	Source data	Discipline or performance counselling documentation. Reports to UNDSS.
	Calculation	Number of discrepancies reported by the Contract Officer.
	Definition of KPI elements	Individual discrepancies reported.
	Exceptions to KPI (data not included in measurement of KPI)	Considerations not under the control of UPSS provider—case-by-case basis. Complaints subject to reasonableness and assessed by the Contract Officer.
	Target performance - Green	No incidents.
	Amber	1 reported incident.
	Red	2 or more reported incidents.
KPI 6	Compliance: Complaints investigated and dealt with in a timely manner.	
	Method of measurement	All complaints received by the UPSS highlighted and initially reported to the organization within 24 hours.
	Frequency of measurement and reporting	A full report on the investigation into the complaint received by the organization within 5 working days. KPI scoring monthly.
	Source data	Complaint reporting.
	Calculation	Number of complaints not investigated and dealt with in a timely manner.
	Definition of KPI elements	Reporting to include any findings, resultant disciplinary actions and preventative measures, within specified timelines.
	Exceptions to KPI (data not included in measurement of KPI)	No exceptions.
	Target performance - Green	100% - All complaints appropriately addressed.
	Amber	1 complaint not highlighted to the Contract Officer or inappropriately investigated within specified timelines.
	Red	2 or more complaints not highlighted to the Contract Officer or inappropriately investigated within specified timelines.
KPI 7	Operations: Entry control	
	Method of measurement	No unauthorized personnel are admitted to Organization

	Frequency of measurement and reporting	As per Serious Incident Reporting timelines. Incidents must initially be reported within 30 minutes of the incident being discovered, with a written report provided within 24 hours. KPI scoring monthly.
	Source data	Serious Incident Reports.

	Calculation	Number of incidents reported.
	Definition of KPI elements	Total incidents reported.
	Exceptions to KPI (data not included in measurement of	Considerations not under the control of UPSS provider—case-by-case
	Target performance - Green	No incidents.
	Amber	N/A
	Red	1 or more incidents.
KPI 8	Operations: All emergency alarms are responded to immediately in accordance with established procedures and contract requirements.	
	Method of measurement	Reported discrepancies relating to emergency alarms.
	Frequency of measurement and reporting	Discrepancies reported to UNDSS. KPI scoring monthly
	Source data	Reported discrepancies.
	Calculation	Number of discrepancies reported by UNDSS.
	Definition of KPI elements	Individual discrepancies reported.
	Exceptions to KPI (data not included in measurement of	Considerations not under the control of UPSS provider—case-by-case
	Target performance - Green	No discrepancies.
	Amber	N/A
	Red	1 or more reported discrepancies.
KPI 9	Operations: Serious Incident Reports must be submitted to the organization in a timely manner.	
	Method of measurement	Submission by way of written reports within 24 hours.
	Frequency of measurement and reporting	On occurrence of a serious incident the organization must initially be informed as soon as possible, but no later than 30 minutes after the occurrence. Serious incidents include those resulting in fatalities, serious injuries, equipment theft / loss or incidents that have the potential to impact the reputation or operating capability of the organization. The outcome of any investigation related to the Serious Incident Report must be submitted to the UNSMS organization within 5 working days.
	Source data	Written incident reports.
	Calculation	Report production.
	Definition of KPI elements	Reports must include a full description of the incident. Investigation reports must include causal factors and any corrective action.
	Exceptions to KPI (Data not included in measurement of	Considerations not under the control of UPSS provider—case-by-case
	Target performance - Green	All timelines are met.

	Amber	N/A
	Red	Timelines are not met.
KPI 10	Training: All staff to achieve training requirements as stipulated in the contract.	
	Method of measurement	Pre-contract initial deployment and ongoing monthly checks to ensure role relevant qualifications are up-to-date.
	Frequency of measurement and reporting	Performance reported monthly. KPI scoring
	Source data	Training records.
	Calculation	Staff members meeting training requirements / total staff members x 100
	Definition of KPI elements	All staff members will have passed mandatory tests, as outlined in the contract, within the timelines specified.
	Exceptions to KPI (data not included in measurement of	Considerations not under the control of UPSS provider—case-by-case
	Target performance - Green	100%
	Amber	95-99%
	Red	<95%
	Additional information	Failure will lead to retraining or subsequent removal from contract.
KPI 11	Training: Guard communication skills	
	Method of measurement	Guards are able to communicate with the organization personnel in routine and emergency situations, as appropriate to their assigned posts and duties. Guards meet language requirements stipulated in the
	Frequency of measurement and reporting	Discrepancies reported to UNDSS. KPI scoring monthly.
	Source data	Reported discrepancies. Training records.
	Calculation	Number of discrepancies reported by UNDSS. Guards meeting contractual language testing standards / total guards x
	Definition of KPI elements	Individual discrepancies reported and non-compliant guards
	Exceptions to KPI (data not included in measurement of KPI)	Considerations not under the control of UPSS—case-by-case basis. Complaints subject to reasonableness and assessed by UNDSS.

	Target performance - Green	No incidents and 100% compliance with contract language standards.
	Amber	1 reported incident and 95-99% compliance with contract language standards.
	Red	2 or more reported incidents and < 95% compliance with contract language

		standards.
KPI 12	Equipment: Critical equipment to be accounted for on a regular basis.	
	Method of measurement	Monthly equipment returns and random inspection/audit of the organization- owned assets and UPSS assets assigned to the contract.
	Frequency of measurement and reporting	Monthly equipment checks along with confirmation checks of radios, tracking devices, personal protective equipment (PPE), all other serial numbered operational equipment and government registered or otherwise sensitive equipment.
	Source data	Equipment registers and accountancy checks.
	Calculation	Serviceable and accounted for items / Full item list x 100
	Definition of KPI elements	The theft, loss or damage of mission critical assets, defined as: vehicles, communications equipment, trackers and GPS systems, body armour and helmets, weapon systems and ammunition, and high value and attractive items are to be recorded and investigated in full.
	Exceptions to KPI (data not included in measurement of	Considerations not under the control of UPSS provider—case-by-case
	Target performance - Green	All Equipment accounted for 100% of the time.
	Amber	1 - 5% of equipment unaccounted for 95-99% of the time.
	Red	> 5% of equipment unaccounted for < 95% of the time.
Method of calculation of applicable performance credits on the monthly invoice:		
KPIs 1 - 12 to be reviewed jointly by the Contract Officer and UPSS provider at the end of the month For each KPI evaluated as RED: 1% deduction of the monthly invoice as performance credit For each KPI evaluated as Amber: 0.5% reduction of the monthly invoice as performance credit Maximum deduction: 12%		

ANNEX C to Scope of Work: United Nations Use of Force Policy

USE OF FORCE POLICY

INTRODUCTION

1. The United Nations recognizes and respects the value and integrity of each and every human life. Deciding whether to utilize force when authorized in the conduct of official responsibilities is one of the most critical decisions made by a United Nations security official. It is a decision which must be made quickly and under difficult, often unpredictable and unique circumstances. Sound judgment and appropriate exercise of discretion will always be the foundation of decision making in the broad range of possible use of force situations. The official will necessarily have to select what type of action, ranging from verbal warnings or instructions to the use of a force, including deadly force, is appropriate based on the nature of the threat to be negated and the specific circumstances of the incident.
2. While detailed policy guidance is provided in training, and must serve as the basis for any official's decision on what type of force to use, if any, this is no substitute for good judgment that must be exercised at all times. The United Nations security official is always to bear in mind that when the use of force is unavoidable, he/she will act with restraint, respecting and preserving human life and causing the minimum harm to people and property.

PURPOSE

3. The purpose of this policy is to provide United Nations security officials with guidelines and restrictions for the use of force (both non-deadly force and deadly force). This policy is based on the highest standards of international guidelines and human rights law.

APPLICABILITY

4. This policy applies to United Nations security officials at the security service, general service, field service and professional levels as well as other contracted security personnel responsible for the protection of United Nations personnel, visitors and assets.

DEFINITIONS

5. Deadly force means any force that creates a substantial risk of causing death or serious bodily injury.
6. Non-deadly force means any use of force other than that which is considered deadly force. This includes any physical effort used to control or restrain another, or to overcome the resistance of another.
7. Serious bodily injury means physical injury which creates a substantial risk of death, or which causes serious and protracted (i.e. long-term) disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ.
8. Bodily injury means any physical injury other than that which is considered serious bodily injury.

ESSENTIAL CRITERIA FOR THE USE OF FORCE

9. The following essential criteria must be applied;
 - i) The force is reasonable, proportional to the threat offered and the minimum required to negate the

threat; **and**

- ii) The force is necessary, under all the circumstances known at the time, to negate the threat; **and**
- iii) There is no other reasonable alternative available.

CRITERIA FOR THE USE OF NON-DEADLY FORCE

10. Based on the three essential criteria above, a united nations security official may use non-deadly force:

- i) In defence of him/herself, other united nations personnel and/or others against imminent threat of bodily injury.
- ii) To maintain order and security within, and/or restrict access to united nations premises; and prevent damage to un premises or property.
- iii) To detain and/or prevent the escape of a person who constitutes a threat to order and security and/or who has committed a serious crime.

CRITERIA FOR THE USE OF DEADLY FORCE

11. Based on the three essential criteria in 9 above, a united nations security official may only use deadly force:

- i) To defend him/herself, other united nations personnel and/or others against an imminent threat of death or serious bodily injury and there is no other reasonable alternative available.

ADDITIONAL CONSIDERATIONS

DECISION TO USE FORCE

12. As a first step in the use of force, security officials will audibly instruct the subject to comply. If, however, giving such an instruction would pose a risk to the security official or others, it need not be given. When a decision is made to use force the security official should act decisively and without hesitation, using force proportional to the threat and the minimum required to negate the threat. A united nations security official is not required to place him / herself or others in unreasonable danger before acting.

POST APPLICATION OF FORCE

13. Once force has been applied and the threat negated, the security official must:

- i) Where feasible, arrange for appropriate medical aid to the person subjected to the use of force.
- ii) Follow all relevant procedures, including reporting the incident to the supervisor, and cooperate with united nations investigations.

14. A security official involved in the application of non-deadly or deadly force may be provided with stress and medical counseling as appropriate.

ANNEX D to Scope of Work: Special Contract Clauses and Pricing

SPECIAL CONTRACT CLAUSES AND PRICING

Contract Performance

1. Contract performance. The below clauses are measured with the contract compliance matrix found in annex C:
 - 1.1 Acceptable Levels of Performance. This contract is a key element of the United Nations Security Risk Management Programme. The security of UNSMS personnel and property demands that the UPSS provider comply fully with the contract terms and conditions. The UNSMS monitors the UPSS provider's performance for this purpose.
 - 1.2 Failure to Provide Services. As with any time-and-materials contract, the UPSS provider may only bill for hours worked. For an unmanned post, not only is the UPSS provider prohibited from billing for such services, but the UNSMS may assess a further deduction, as shown in the first category of the matrix displayed below, due to the serious breach of security created by the unmanned post.
 - 1.3 When the UPSS provider fails to provide the services required by this contract, the UNSMS shall assess a deduction for each instance of unacceptable or non- performance as described in annex C of this Scope of Work (SOW). The UNSMS shall deduct the amounts from the next monthly invoice payment.

Maximum Hours to be worked by Guards

2. No guard under this contract shall work more than 12 hours in one 24-hour period or 60 hours in 7 consecutive days without the express approval of UNDSS.

Rates of Services

3. SERVICES

- 3.1 The UPSS provider shall provide guard services in accordance with this SOW and its annexes. As described in the SOW, two types of services are required: standard services and ad hoc or emergency services. For the ad hoc or emergency services, the UNSMS organization may require the UPSS provider to supply additional materials or equipment, the costs for which shall be reimbursed under and in accordance with the terms and conditions of this contract.
 - 3.1.1 Standard Services. The rates for standard services are fully loaded rates, including:
 - a. all direct and indirect labor costs (including any premiums relating to overtime, holidays or night shifts, etc., and materials, excluding separately priced vehicles and communications equipment);
 - b. all direct and indirect material costs (except for separately priced vehicles and communications equipment);
 - c. insurance;
 - d. severance pay;

- e. all overhead and indirect costs, including general and administrative expenses (G&A); and
- f. profit.

3.1.2 Ad Hoc or Emergency Services. The rates for ad hoc or emergency services are fully loaded rates, including:

- a. all direct and indirect labor costs (including any premiums relating to overtime, holidays or night shifts, etc. and materials, excluding separately priced vehicles and communications equipment);
- b. all direct and indirect material costs (except for separately priced vehicles and communications equipment);
- c. insurance;
- d. all overhead and indirect costs, including general and administrative expenses (G&A); and
- e. profit.

3.1.3 Vehicles. The monthly rate for any vehicles incase required shall include all operating costs including, but not limited to fuel, lubricants, oil, routine and special maintenance, care and cleaning and insurance. **(NOTE: rarely will vehicles be used)**

3.1.4 Local Guard Force Radio Network Equipment. The monthly rate for any required radio network shall include all costs associated with radio/communications equipment including maintenance costs.

3.1.5 Materials or Equipment. These are items for which the UPSS provider shall be reimbursed at cost for all non-expendable equipment and expendable supplies, related to performance of additional or emergency services.

ANNEX E to Scope of Work: Definition of Language Levels

1. Definitions of Language Levels for UPSS Personnel

1.1 **(S2)** Speaking Level 2 – Limited Working Proficiency - Able to satisfy routine social demands and limited work requirements.

- a. Can handle routine work-related interactions that are limited in scope;
- b. In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker;
- c. Can handle with confidence, but not with facility, most normal high-frequency social conversational situations, including extensive but casual conversations about current events as well as work, family and autobiographical information;
- d. Can get the gist of most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge;
- e. Utterances are minimally cohesive;
- f. Linguistic structure is usually not very elaborate and not thoroughly controlled, and errors are frequent; and
- g. Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

1.1.1 Examples:

- a. Can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates;
- b. Can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed and extensive directions and make non-routine changes in travel and accommodation arrangements;
- c. Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness; and
- d. In the commonly taught languages, these [areas of weakness] may be simple markings such as plurals, articles, linking words and negatives, or more complex structures such as tense/aspect usage, case morphology, passive constructions, word order and embedding.

1.2 **(S3)** Speaking Level 3 – General Professional Proficiency – Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social and professional topics.

- a. Nevertheless, limitations generally restrict the professional contexts of language use to matters of shared knowledge and/or international convention;
- b. Discourse is cohesive;
- c. Uses the language acceptably but with some noticeable imperfections, yet errors virtually never interfere with understanding and rarely disturb the native speaker;
- d. Can effectively combine structure and vocabulary to convey his/her meaning accurately;
- e. Speaks readily and fills pauses suitably;
- f. In face-to-face conversation with natives speaking the standard dialect at a normal rate of speech, comprehension is quite complete;
- g. Although cultural references, proverbs and the implications of nuances and idioms may not be fully understood, the individual can easily repair the conversation;
- h. Pronunciation may be obviously foreign; and
- i. Individual sounds are accurate, but stress, intonation and pitch control may be faulty.

21.2.1 Examples:

- a. Can typically discuss particular interests and special fields of competence with reasonable ease;
- b. Can use the language as part of normal professional duties such as answering objections, clarifying points, justifying decisions, understanding the essence of challenges, stating and defending policy, conducting meetings, delivering briefings or other extended and elaborate informative monologues;
- c. Can reliably elicit information and informed opinions from native speakers;
- d. Structural inaccuracy is rarely the major cause of misunderstanding;
- e. Use of structural devices is flexible and elaborate;
- f. Without searching for words or phrases, the individual uses the language clearly and relatively naturally to elaborate concepts freely and make ideas easily understandable to native speakers; and
- g. Errors occur infrequently except in highly complex structures.

1.3 **(S4)** Speaking Level 4 – Advanced Professional Proficiency – Able to use the language fluently and accurately on all levels normally pertinent to professional needs.

- a. Language usage and ability to function are fully successful;
- b. Organizes discourse well, using appropriate rhetorical speech devices, native cultural references, and understanding;
- c. Language abilities only rarely hinders performance of any task, yet the individual would seldom be perceived as a native;

- d. Speaks effortlessly and smoothly and is able to use the language with a high degree of effectiveness, reliability and precision for all representational purposes within the range of personal and professional experience and scope of responsibilities;
- e. Can serve as an informal interpreter in a range of unpredictable circumstances; and
- f. Can perform extensive, sophisticated language tasks, encompassing most matters of interest to well-educated native speakers, including tasks that do not bear directly on a professional specialty.

1.3.1 Examples:

- a. Can discuss in detail concepts that are fundamentally different from those of the target culture and make those concepts clear and accessible to the native speaker;
- b. Similarly, can understand the details and ramifications of concepts that are culturally or conceptually different from his/her own;
- c. Can set the tone of interpersonal official, semi-official and non-professional verbal exchanges with a representative range of native speakers (in a range of varied audiences, purposes, tasks and settings);
- d. Can play an effective role among native speakers in such contexts as conferences, lectures and debates on matters of disagreement;
- e. Can advocate a position at length, both formally and in chance encounters using sophisticated verbal strategies;
- f. Understands and reliably produces shifts of both subject matter and tone; and
- g. Can understand native speakers of the standard and other major dialects in essentially any face-to-face interact.

ANNEX F : 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 _____, 200__.

Whereas, [security company] has entered into a written contract with UNDP dated the _____ day of _____, 200__, 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 _____	Signed on _____
On behalf of _____	On behalf of _____
by _____	by _____
in the capacity of _____	in the capacity of _____
in the presence of _____	in the presence of _____



ANNEX G: Contract for provision of Security Services

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: