

INVITATION TO BID PROVISION OF SECURITY SERVICES

ITB No.: SAU10-18-11

Project: Provision of Security Guards Services to the United Nations Building on Long Term Agreement.

Country: Riyadh, Saudi Arabia.

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Contents

Sectio	n 1. Le	ettei	of Invitation	4
Sectio	n 2. Ir	ıstru	ction to Bidders	5
	GE	NER/	AL PROVISIONS	5
		1.	Introduction	5
		2.	Fraud & Corruption, Gifts and Hospitality	5
		3.	Eligibility	5
		4.	Conflict of Interests	6
	В.	P	REPARATION OF BIDS	6
		5.	General Considerations	6
		6.	Cost of Preparation of Bid	6
		7.	Language	6
		8.	Documents Comprising the Bid	7
		9.	Documents Establishing the Eligibility and Qualifications of the Bidder	7
		10.	Technical Bid Format and Content	7
		11.	Price Schedule	7
		12.	Bid Security	7
		13.	Currencies	8
		14.	Joint Venture, Consortium or Association	8
		15.	Only One Bid	9
		16.	Bid Validity Period	9
		17.	Extension of Bid Validity Period	9
		18.	Clarification of Bid (from the Bidders)	9
		19.	Amendment of Bids	9
		20.	Alternative Bids	10
			Pre-Bid Conference	
	C.	S	UBMISSION AND OPENING OF BIDS	10
		22.	Submission	10
		Har	d copy (manual) submission	10
		23.	Deadline for Submission of Bids and Late Bids	11
		24.	Withdrawal, Substitution, and Modification of Bids	11
		25.	Bid Opening	11
	D.	Ε	VALUATION OF BIDS	11
		26.	Confidentiality	11
		27.	Evaluation of Bids	11
		28.	Preliminary Examination	12
		29.	Evaluation of Eligibility and Qualification	12
		30.	Evaluation of Technical Bid and prices	12

31	L. Due diligence	12
32	2. Clarification of Bids	12
33	3. Responsiveness of Bid	13
34	1. Nonconformities, Reparable Errors and Omissions	13
E.	AWARD OF CONTRACT	13
35	5. Right to Accept, Reject, Any or All Bids	13
36	5. Award Criteria	13
37	7. Debriefing	14
38	3. Right to Vary Requirements at the Time of Award	14
39	O. Contract Signature	
40). Contract Type and General Terms and Conditions	14
41	L. Performance Security	
42	2. Bank Guarantee for Advanced Payment	14
43	3. Liquidated Damages	14
44	1. Payment Provisions	14
45	5. Vendor Protest	
46	5. Other Provisions	15
Section 3. Bid I	Data Sheet	16
Section 4. Eval	uation Criteria	18
Section 5: Sche	edule of Requirements and Technical Specifications	21
Annex A: UNSN	MS	21
Annex A1: REC	QUIRED POSITIONS AND GUARD POSTS WITH HOURS/DAYS OF SERVICE	24
	tract Management and Performance Measurements	
Annex C: Tool	1 Key Performance Indicators for UPSS Provider Performance:	35
ANNEX D: Unit	red Nations Use of Force Policy	41
ANNEX E: Spec	cial Contract Clauses and Pricing and Performance Credit	42
ANNEX F: Defir	nition of Language Levels	43
Section 6: Retu	urnable Bidding Forms / Checklist	45
	A: Bid Submission Form	
Form	B: Bidder Information Form	47
	C: Joint Venture/Consortium/Association Information Form	
	D: Eligibility and Qualification Form	
	E: Format of Technical Bid	
	I F: Price Schedule Form	
Section 7: LIN 9	SUPPLIER CODE OF CONDUCT.	59

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet:

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Schedule of Requirements and Technical Specifications

Section 6: Returnable Bidding Forms

o Form A: Bid Submission Form

o Form B: Bidder Information Form

o Form C: Joint Venture/Consortium/Association Information Form

o Form D: Qualification Form

o Form E: Format of Technical Bid

o Form F: Price Schedule

Section 7: UN SUPPLIER CODE OF CONDUCT

If you are interested in submitting a Bid in response to this ITB, please prepare your Bid in accordance with the requirements and procedure as set out in this ITB and submit it by the Deadline for Submission of Bids set out in Bid Data Sheet.

Please acknowledge receipt of this ITB by sending an email to nafea.hosah@undp.org; CC: Wessam.faridi@undp.com, indicating whether you intend to submit a Bid or otherwise. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

UNDP looks forward to receiving your Bid and thank you in advance for your interest in UNDP procurement opportunities.

Name: Nafea Hosah

Title: Procurement Manager

Issued by

Date: December 6, 2018

Approved by

Name: Wessam Farid

Title: Operations Manager
Date: December 6, 2018

4

GE	NERAL PROVISIONS		
1.	Introduction	1.1	Bidders shall adhere to all the requirements of this ITB, including any amendments made in writing by UNDP. This ITB is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d
		1.2	Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.
		1.3	UNDP reserves the right to cancel the procurement process at any stage without any liability of any kind for UNDP, upon notice to the bidders or publication of cancellation notice on UNDP website.
		1.4	As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.
2.	Fraud & Corruption, Gifts and Hospitality	2.1	UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office of audit andinvestigation.html#anti
		2.2	Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.
		2.3	In pursuance of this policy, UNDP:
			(a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.
		2.4	All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at http://www.un.org/depts/ptd/pdf/conduct_english.pdf
3.	Eligibility	3.1	A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.
		3.2	It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility

			requirements as established by UNDP.
4.	Conflict of Interests	4.1	Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they: a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders
		4.2	must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
		4.4	 Similarly, the Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
	B. PREPARATION OF	BIDS	
5.	General Considerations	5.1	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
		5.2	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
6.	Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7.	Language	7.1	The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall
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			be written in the language (s) specified in the BDS.
8.	Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS: a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Bid; c) Price Schedule; d) Bid Security, if required by BDS; e) Any attachments and/or appendices to the Bid.
9.	Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10.	Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
		10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
		10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
		10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11.	Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
		11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12.	Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
		12.2	The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
		12.3	If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
		12.4	In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
		12.5	The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or

combination, of the following conditions:

- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or:
- b) In the event the successful Bidder fails:
 - i. to sign the Contract after UNDP has issued an award; or
 - ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.

13. Currencies

- 13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:
 - a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and
 - b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Joint Venture, Consortium or Association

- 14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
- 14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
- 14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
- 14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
- 14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
 - a) Those that were undertaken together by the JV, Consortium or Association; and
 - b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
- 14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials

		14.7	JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15.	Only One Bid	15.1	The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
		15.2	Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following: a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this ITB; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process; e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16.	Bid Validity Period	16.1	Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.
		16.2	During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17.	Extension of Bid Validity Period	17.1	In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing and shall be considered integral to the Bid.
		17.2	If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
		17.3	The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
18.	Clarification of Bid (from the Bidders)	18.1	Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
		18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
		18.3	UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19.	Amendment of Bids	19.1	At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in

		response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2	If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
	20.2	If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1	When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.
C. SUBMISSION AND	OPEN	ING OF BIDS
22. Submission	22.1	The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
	22.2	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	22.3	Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
		a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
		 (b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: Bear the name of the Bidder; Be addressed to UNDP as specified in the BDS; and Bear a warning not to open before the time and date for Bid opening as specified in the BDS.

		If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
23. Deadline for Submission of and Late Bid	of Bids	Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP
	23.2	UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
24. Withdrawal,	, and	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification	of Bids 24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3	Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.
	25.2	The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
D. EVALUA	TION OF BIDS	
26. Confidential	26.1	Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	26.2	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation o	f Bids 27.1	UNDP will conduct the evaluation solely on the basis of the Bids received.
	27.2	 Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility b) Arithmetical check and ranking of bidders who passed preliminary examination by price. c) Qualification assessment (if pre-qualification was not done) a) Evaluation of Technical Bids b) Evaluation of prices
		led evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be d for evaluation if necessary

28. Preliminary Examination	28.1	UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	29.1	Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). In general terms, vendors that meet the following criteria may be considered qualified: a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required; d) They are able to comply fully with the UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	30.1	The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	31.1	 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	32.1	To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.

		32.2	UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB. Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
33.	Responsiveness of Bid	33.1	UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
		33.2	If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34.	Nonconformities, Reparable Errors and	34.1	Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
	Omissions	34.2	UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		34.3	For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
			a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
			b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
			c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
		34.4	If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.
	E. AWARD OF CONT	RACT	
35.	Right to Accept, Reject, Any or All Bids	35.1	UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36.	Award Criteria	36.1	Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.

37.	Debriefing	37.1	In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38.	Right to Vary Requirements at the Time of Award	38.1	At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39.	Contract Signature	39.1	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40.	Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41.	Performance Security	41.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_L IBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42.	Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT L IBRARY/Public/PSU Contract%20Management%20Payment%20and%20VAT/ZAKATes Advanced%20Payment%20Guarantee%20Form.docx&action=default
43.	Liquidated Damages	43.1	If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44.	Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45.	Vendor Protest	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder

	believes that it was not treated fairly, the following link provides further details regarding UNDF vendor protest procedures http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
46. Other Provisions	In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA)) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence. UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence. The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer

The following data for the goods and/or services to be procured shall complement, supplement, or amend the provisions in the Invitation to Bid In the case of a conflict between the Instructions to Bidders, the Bid Data Sheet, and other annexes or references attached to the Bid Data Sheet, the provisions in the Bid Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English / Arabic
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted Date: December 17, 2018 10:30 AM Venue: UNDP Conference Hall. DQ. Rivadh. Saudi Arabia The UNDP focal point for the arrangement is: Mr. Nafea Hosah Telephone: (966) 11 4885301 # 118 E-mail: nafea.hosah@undp.org
5	16	Bid Validity Period	60 days
6	13	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Not Required
10	12	Currency of Bid	Local Currency (SAUDI RIYALS) Or US Dollars
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline

12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Procurement Officer E-mail address: <u>nafea.hosah@undp.orq</u> and CC: to wessam.faridi@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email
14	23	Deadline for Submission	December 26, 2018 12:00 PM
15	22	Allowable Manner of Submitting Bids	☑ Courier/Hand Delivery
16	22	Bid Submission Address	United Nations Development Programme 94623 Riyadh, 11614 Saudi Arabia, nafea.hosah@undp.org Attention: Mr. Nafea Hosah Subject: "Tender for Security Guard Services"
17	25	Date, time and venue for the opening of bid	TBD
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	February 1, 2019
20		Maximum expected duration of contract	Long Term Agreement would be for an initial period of one year with the option to extend up to 3 years subject to satisfactory performance and continuity of market conditions.
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	Contract for Goods and/or Services to UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
24		Other Information Related to the ITB	[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the ITB must be cited here, and any further entries that may be added below this table row]

Preliminary Examination Criteria

Bids will be examined to determine whether they are complete and submitted in accordance with ITB requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on a Pass/Fail basis.

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	Subject Criteria	
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form

Certificates and Licenses	 Company Profile, which should not exceed fifteen (20) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured Certificate of Incorporation/ Business Registration Authorization of installation to carry out security activities and guarding in the country issued by the administration (Ministry of the Interior or Equivalent) and valid at the time of submission. VAT/ZAKAT Registration/Payment Certificate issued by the General Authority of Zakat and Tax evidencing that the Bidder is updated with its VAT/ZAKAT payment obligations, or Certificate of VAT/ZAKAT exemption, if any such privilege is enjoyed by the Bidder Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney. Local Government permit to locate and operate in assignment location, if applicable Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country. 	Form B: Bidder Information Form
QUALIFICATION		
History of Non- Performing Contracts ¹		
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5 years of relevant experience.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 3 years.	Form D: Qualification Form
	(For JV/Consortium/Association, all Parties cumulatively should meet requirement).	

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Financial Standing	Minimum average annual turnover of SAR 1,500,000 (USD 400,000) for the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. Minimum quick ratio = 1. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications (Section 5) identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.	Form F: Price Schedule Form

Section 5: Schedule of Requirements and Technical Specifications

Terms of Reference (TOR)/Scope of Work (SOW)

Provision of Security Guards Services to the United Nations Building in Saudi Arabia, Riyadh

Annex A: UNSMS

1. BACKGROUND

- 1.1 The information in this Scope of Work (SOW) describes the objectives and requirements that the UNSMS organizations (UN Security Management System) represented by United Nations Development Progremme (UNDP), Saudi Arabia, have in seeking a UPSS company to provide general security guard services which should include providing security guards for the protection UNSMS organizations facilities in premises of the UNDP located in [Diplomatic Quarters, Riyadh Saudi Arabia]. This SOW shall become an integral part of any contract subscribed between the UNDP, Saudi Arabia and the awarded UPSS provider (Unarmed Private Security Services).
- 1.2 UNDP in [Diplomatic Quarters, Riyadh Saudi Arabia] is international organizations and require security management and other personnel with requisite experience, education and ability and other resources to plan and provide security services operations for the UN House, the service provider should also be responsible for ensuring the proper functioning of the security items located on the premises. days and hours shown in this document. The guard force is a key element of the UNSMS organizations' security program and one example of our commitment to providing a safe and secure working environment for our employees, UPSS providers and visitors. the service provider shall perform to the standards and shall follow all applications and directives as identified in this ITB.

2. SECURITY OPERATIONS AND FACILITIES

- 2.1 The following information describes the United Nations facilities requiring security operations arrangements. The chosen company, hereinafter referred to as the UPSS provider for purposes of this SOW, will be required to recruit, train and manage a guard force consisting of unarmed supervisory and subordinate security personnel at the United Nations House in DQ Area, Riyadh, Saudi Arabia.
- 2.2 The UPSS provider shall provide the security personnel for the designated posts and patrols described in this document. The security policies, practices and procedures related to the United Nations personnel, facilities and properties and other assets are contained in the General, Post, Supervisory and Special Orders are to be provided to the UPSS provider and updated as needed by the UPSS provider, consistent with this SOW and in conjunction with UNSMS.
- 2.3 Administration: The security management responsibility of the UN House in Saudi Arabia is assigned to the organization's Contract Officer Representative (CoR), the United Nations Department of Safety and Security (UNDSS) Security Advisor (SA).
- 2.4 Location of UNSMS Facility: Diplomatic Quarters, Riyadh Saudi Arabia, round-about #9.
- 2.5 Physical Description of Facilities, Security Concerns minimum products and services required by UNSMS:
- a) Perimeter Security: Although the perimeter of the building is managed by the security personnel employed by the building management, events in the area of the facility require number of additional security personnel to ensure that there are no impediments to entering or exiting the facility by performing regular patrols.
- b) Access Control: Access control is provided by an automated system operated by proximity card readers. Visitors are required to have their identities and reasons for the visit confirmed prior to gaining access to the facility. Visitors shall be issued with a visitor pass and escorted while on the UNSMS facility.
- c) Closed Circuit Television (CCTV) and/or Alarm System: The service provider personnel shall be tasked to monitor the Closed-Circuit Television (CCTV) system to prevent breach to the perimeter of the facilities.
- d) X- Ray machine: The service provider shall be tasked to operate the X-ray machine at the main entrance of UN House ARABIA premises.
- e) Hydraulic bollards system: The service provider shall be tasked to operate the hydraulic bollards system at the main

- entrance of UN House premises
- f) Infrared system: The service provider shall be tasked to operate the infrared system.
- g) Patrolling: The service provider personnel shall be tasked to provide security to the exterior of all offices, monitor facility fences and protect UN House SAUDI ARABIA owned equipment, using roving patrols where required. There will also be a requirement to escort visitors to/from offices within the facilities when needed.
- h) Prevention of the unauthorized removal of UN property: At each exit/entry point the service provider personnel shall be tasked to prevent the unauthorized removal of UN property. This shall entail a visual, non-destructive, and non-invasive search of vehicles as well as a search of hand carried items.
- i) Fire Prevention: The service provider personnel shall be tasked to assist UN security focal staff in ensuring evacuation of the UN House facilities in accordance with the UN Emergency Procedures, and also with the use of fire-fighting equipment prior to arrival of the Emergency Services.
- j) Medical Emergencies: The service provider shall be tasked to assist in ensuring that all their staff are adequately trained in first aid to a required level to ensure that each and every security staff member can confidently respond to a medical emergency. UNDSS shall ensure that the security personnel are adequately trained in their duties in the event of a mass casualty exercise.
- k) Hostile surveillance and reconnaissance detection: The service provider shall be tasked to assist in detecting hostile surveillance and reconnaissance incidents and report them to the UN security involved staff immediately. Such capacity shall be maintained and enhanced through delivering regular hostile surveillance and reconnaissance detection training to the security guards.
- l) Crime Scene Protection: The service provider personnel shall be tasked to mark and secure any scene of crime or incident, from unauthorized entry.
- m) Maintenance of Reports: The service provider personnel shall be tasked to track all incoming and outgoing UN personnel and Visitors in writing. In addition, the service provider personnel shall maintain a Daily Occurrence Book, detailing 'occurrences' and events which occur during each shift including their observations while conducting regular patrols around the UN Premise.

3. COMMENCEMENT OF CONTRACT

Performance of work against this SOW shall commence upon the UPSS provider's execution of the contract.

4. UPSS PROVIDER'S RESPONSIBILITIES

The UPSS provider shall provide all the necessary qualified security personnel on a 24/7 basis to carry out the following functions – mentioned in bellow number 5 -, supplies, equipment, materials and accessories needed to perform the execution of the services in this contract. UNDSS/UNDP - SAUDI ARABIA will approve equipment, uniforms and other materials prior to their use in the performance of this contract. The UPSS provider must comply with all applicable requirements established by the Government of Saudi Arabia. The UPSS provider shall comply with and enforce all orders, policies and/or procedures issued by the UNSMS.

4.1 The UPSS provider shall furnish the security services, in accordance with industry standards, including but not limited to:

- a) Providing access control to all UN owned, leased or controlled facilities and properties by visual inspection of UNDP/UNDSS issued building passes and other approved identification media;
- b) Performing luggage, handbag and suitcase searches and inspections manually or using a hand-held metal detector;
- c) Providing information and assistance to all UN House visitors, guests and employees;
- d) Responding to events such as security alerts, probable criminal acts, civil demonstrations and altercations occurring on United Nations property;
- e) Responding to life threatening situations such as medical alerts, fire alarms, suspected or actual crimes and other related situations occurring on United Nations property. This shall include:
 - Assuring that all the appropriate alarms are sounded and building occupants alerted in the event of an emergency;
 - Assisting in evacuating all occupants from buildings and other properties; and

- Assisting in coordinating communications and notifications among law enforcement personnel, United Nations personnel and other emergency response elements in the event of an emergency;
- f) Providing for checks and/or patrols to monitor security, safety and building systems. While patrolling the compound and perimeter of the compound, the guard should check for breaks in security (e.g., the perimeter, windows, doors, etc.);
- g) Performing package and other security related inspections, as directed;
- h) Directing and controlling vehicular and pedestrian traffic, as directed;
- i) Receiving, issuing and accounting for keys and locks issued to the United Nations facility, offices, gates and other controlled or restricted areas requiring key access;
- j) Monitoring the CCTV, recorders, intrusion alarms, fire alarms, guard monitoring system and other security or safety equipment owned or controlled by the UNSMS organization;
- k) Observing building occupants and reporting instances of non-compliance with security procedures to the UNSMS;
- l) Detecting and preventing, as authorized under law, persons attempting to gain unlawful entry to United Nations buildings and properties with the minimum force necessary;
- m) Reporting unsafe or hazardous conditions that require immediate corrective action by the building maintenance, landlord or other personnel;
- n) Summoning medical assistance (i.e., calling medical responders like ambulance services) for persons who are ill or injured on the United Nations property;
- o) Preparing and maintaining incident reports for events identified in General, Post, Supervisory and Special Orders. Incident reports will be submitted by the UPSS provider to the UNDP/UNDSS Contract Officer within 24 hours;
- p) Maintaining a 24-hour duty log of all security-related activities, violations or events;
- q) Conducting preliminary and follow-up investigations on incidents and/or complaints as directed by the UNDP Contract Officer;
- r) Ensuring that all reports and other documents, e.g., incident reports and logs, are written clearly, legibly and accurately;
- s) Conducting after-hours security inspections for building security, fire and safety purposes;
- t) Providing security personnel at fixed posts with fully trained and qualified replacement personnel (relief in post) to allow for comfort, personal needs, stress, meals or other situations requiring absences from posts;
- u) Assuring that General, Post, Supervisory and Special Orders and other documentation are maintained in good condition and kept updated as required;
- v) Performing security escort duties for persons on UN House properties, as directed;
- w) Ensuring compliance with local labor laws to ensure that no individual guard works more than the maximum allowable time in [As per Saudi Arabia labor laws] period and no more than the maximum allowable days without a break.
- x) Ensure that guards are provided rest and meal breaks in accordance with local regulations and per agreement with the Contract Officer.
- y) Working with the host Government police and other international organizations in furtherance of these duties as instructed by UNDSS; and/or
- z) Performing other duties as may be specified in this contract.

5. **INDEMNIFICATION**:

The UPSS provider shall indemnify, hold and save harmless, and defend, at its own expense, UN House Saudi Arabia, 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 subcontractors in the performance of this Contract. This indemnification shall also extend to claims and liability in the nature of workmen's compensation claims.

Annex A1: REQUIRED POSITIONS AND GUARD POSTS WITH HOURS/DAYS OF SERVICE

No.	Personnel	Function	Days per Week		Hours per Day	Total
						Posts
1	Security Guard	Access Control, CCTV	5 (Sunday to Th	ursday)	0800h – 1600h	1
	(Female)	monitoring, Female Searching				
	<u> </u>	<u> </u>			TOTAL	1
S/No.	Personnel	Function	"A" Shift	"B" Shift	"C" Shift	Total
			0700-1500 hrs	1500-2300 hrs	2300-0700 hrs	Posts
			(8hrs)/Daily	(8hrs)/Daily	(8hrs)/Daily	
1	Security Supervisor	Supervisor	1	1	-	2
2	Security Guard	Implementing access control	2	2	2	6
		and searching procedures, CCTV				
		Monitoring, Vehicle search, foot				
		patrolling.				
	TOTAL					8
	TOTAL NUMBER OF SECURITY GUARDS (male and female) REQUIRED					9

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

6. UPSS PROVIDER PERSONNEL GENERAL QUALIFICATIONS

- 6.1 The UPSS provider shall ensure that all personnel assigned to this contract have not been convicted of any serious criminal offence, including by a military tribunal, or found by a national or international authority to have breached criminal or humanitarian law in any jurisdiction. Further, in principle, they must not be subject to any ongoing judicial proceedings, including military, in respect of such offenses or violations and must meet the following minimum standards:
 - a) Pass a criminal background record check;
 - b) Be able to effectively understand and carry out written rules, orders and instructions;
 - c) Be able to effectively communicate with UN House employees and guests;
 - d) Be able to compose precise, short paragraphs for written reports that are required under this contract;
 - e) Possess or be eligible to obtain a valid driver's license for operating motor vehicles, as may be required in the performance of this contract;
 - f) Possess the physical and psychological stamina for prolonged walking, standing, sitting and stooping;
 - g) Be cognizant of the fact that guards may have to confront or challenge violent or potentially violent persons;
 - h) Be at least 21 years of age and in apparent good health;
 - i) Be able to relate and interact effectively and properly with members of the public;
 - j) Be of good reputation and character; and
 - k) Be trained prior to deployment up to basic level as a minimum set forth in the training requirements section of this SOW.

7. UPSS PROVIDER PERSONNEL SPECIFIC RESPONSIBILITIES AND QUALIFICATIONS.

7.1 UPSS Provider's Representative

7.1.1Responsibilities:

- a) Reports to the United Nations Contract Officer;
- b) Coordinates the administration of the contract from the UPSS provider's side and serves as principle contact person for the contract:
- c) Attends monthly performance meetings and quarterly contract review meetings with the UNDP/UNDSS to evaluate

- overall performance of the UPSS provider and address any security issues; and/or
- d) Recommends improvements in the performance and conduct of security services at the United Nations facility. Maintains accessibility for the UN House 24 hours per day, 7 days a week, 365 days a year to address any issues, situations or problems that may occur.

7.1.2 Qualifications:

- a) Minimum education requirement: the equivalent of a high school diploma;
- b) Minimum 10 years of police, security or military experience;
- c) Excellent oral and written communications skills and proficient in word processing, PowerPoint and spread sheets;
- d) Minimum of 3 years of experience in supervisory/managerial positions; and
- e) Minimum of 5 years of experience in dealing/liaising with international and government organizations.

7.2 Site Security Supervisor

- 1. Responsible for the day to day performance of the private security guard-force employed to secure UN House facility . His responsibilities are:
- 2. Manage the duties of the security guards ensuring that all guards conduct their duties competently
- 3. Manage the duty roster and schedules ensuring that the required number of personnel reports for duty each shift.
- 4. Reports to the UPSS provider's Representative and coordinates with the UNDSS on a day-to-day operational basis
- 5. Report all incidents to the UNDSS security focal point.
- 6. Submit all required reports promptly and properly.
- 7. Ensure that the daily occurrence log is properly maintained.
- 8. Ensure that the Visitor's log is properly maintained.
- 9. Ensure that the written reports submitted by the supervisor are in clear English, and that he enjoys fair communication skills and language skills in English & Arabic.
- 10. Ensure that the security procedures of UNSMS are properly executed.
- 11. Ensure that UN access control policies that are based on UNDSS ACP SOP are properly executed and adhered to.
- 12. Ensure that the guards are properly dressed at all times while on duty.
- 13. Ensure that the guards report for duty on time and do not leave their duty posts until properly relieved.
- 14. Ensure that all security guards have proper duty sheets and that they are properly trained to execute their duties.
- 15. Ensure that the correct number of security guards is present on duty at all times.
- 16. Ensure that security guards are properly trained by the service provider on their roles in the event of an emergency (medical, fire, bomb scare, etc).
- 17. Report any deficiencies in the performance of the guard-force to the UNDP/UNDSS security focal point.
- 18. Ensure that all necessary and required emergency equipment (fire alarm system, fire extinguishers, safety boxes, CCTV system, torches, etc) are in place and properly maintained and kept in proper working order.
- 19. Operate all UN House equipment provided for the guard-force (X-ray machine, hand-held metal detector, walk-through metal detector, CCTV system, vehicle inspecting mirror, hydraulic bollards' system, panic alarm system, infrared system).
- 20. Ensure the proper control and management of contractors and deliveries.
- 21. Ensure that all escape routes are kept clear and accessible and that escape door locks are maintained.
- 22. Ensure that all access doors and gates are kept locked when required.
- 23. Arrange with UNDSS security focal point to conduct regular training sessions for guards.
- 24. Execute any additional tasks and duties that may be delegated by UNDP/UNDSS security focal point from time to time.
- 25. Documents, counsels and takes appropriate disciplinary action when required; and/or.

7.2.1 Qualifications:

- a. Minimum education requirement: the equivalent of a 9th grade education;
- b. Minimum of 3 years of supervisory experience;
- c. Minimum of 5 years of work experience as a security guard;

- d. Good leadership skills and ability to exercise good judgment; and
- e. Trained at a minimum to have/show proficiency/knowledge in self-defense, report writing, occupational safety, threat evaluation, emergency and bomb threat response, protection of information, responding to emergencies, fire prevention and protection, legal aspects of providing security services, and telephone communications.

7.3 Unarmed Guards (including the Female):

7.3.1 Responsibilities:

- a. Provide access control by inspection of United Nations issued building passes or other approved identification;
- b. Provide information and assistance to personnel and all visitors;
- c. Respond to and alert bystanders of events such as security alerts, criminal acts, civil demonstrations and suspicious activity;
- d. Monitor and conduct after-hours inspections of internal security and fire/life safety and building environmental systems;
- e. Perform package and other security-related inspections;
- f. Report instances of non-compliance with security procedures and unsafe or hazardous conditions to the Security Supervisor / Shift Supervisor;
- g. Provide additional guard coverage during special events;
- h. Perform security escort duties for persons if directed by the Contract Officer; and/or
- i. Perform other duties as may be specified in this contract.
- j. Report on time for duty and remain at duty post until properly relieved.
- k. Report for duty properly dressed in a clean and neat uniform.
- I. Take proper care of all UN house equipment provided for the execution of duties.
- m. Must have a detailed knowledge of UNSMS security procedures and ensure that these procedures are properly executed.
- n. Ensure that UN access control policies are properly executed and adhered to.
- o. Be courteous and polite at all times.
- p. Must know the UNSMS emergency procedures.

7.3.2 Qualifications:

- a. Minimum of 2 years of experience in the same field of work with reputable international organization; and
- b. Trained at a minimum to have/show proficiency/knowledge in public relations, self-defence and minimum force, access control, searching techniques, basic firefighting and basic occupational safety.
- c. Must undergo due diligence and positive vetting before being assigned
- d. must have a clean record and may not have been convicted of any felony or misdemeanour during a five (5) year period preceding the date of submitting proposals.

8. AD HOC, EMERGENCY AND OTHER SERVICES REQUIREMENTS

- **8.1** Ad Hoc Requirements: The UPSS provider shall have the capability to provide additional guard coverage during special events and emergency situations to protect UN House facilities, employees, property and guests, as requested by the UNDP/UNDSS.
- **8.2** Quick/Emergency Response Team: The UPSS provider shall have the capability to provide a Quick/Rapid Response Team to respond to the activation of the linked panic/alarm system or call for emergency 24 hours per day, 7 days per week. The role of the response team will be limited to liaison presence, conducting preliminary observations, securing the site and communicating the needs to the police and/or other emergency services when they arrive. In addition to the security quick response team the UPSS provider shall have the capacity to respond to fire and medical emergencies with dedicated response teams, which are equipped and trained to render adequate assistance.
- **8.3** International Recruited Personnel Residences: As an option, the UPSS provider is requested to provide hourly rates for guards to be posted at the United Nations international personnel residences located outside the main UNSMS compounds throughout the country. This requirement will not be part of the main contract between the UNDP and

- the UPSS provider.
- **8.4** The provided rates should be based on the structure provided in the Price Schedule as an optional price calculated per hour of guard services (daytime versus weekends and nights, if applicable). The UPSS provider should indicate how many guards will be needed for one post (for back-up and/or rotation) and indicate the proposed shift hours. Should the hourly rates be considered competitive and acceptable, the United Nations international personnel may approach the UPSS provider directly and enter into a contract on an individual basis with the UPSS provider and obtain the same level of services and supervision as outlined in this SOW.

9. PRE-EMPLOYMENT SCREENING

- 9.1 The UPSS provider shall conduct an investigation of the reputation and character of each employee applying to work under this contract. The UPSS provider shall not assign personnel to this contract until the investigation is complete and the results determined to be favourable. Favourable, in this context, means that the applicant has no criminal record, there is no indication that the applicant has used illegal drugs or alcohol while working, personal references and former employers recommend the applicant for a position of trust and responsibility, and there are no other obvious disqualifying factors regarding the applicant's reputation and character. The UPSS provider shall maintain the results of the investigation during the life of the contract. UNDP/UNDSS shall have the right to review all investigative results and records for personnel assigned or proposed for this contract. The investigation shall include, as a minimum, the following elements:
 - a. A check of criminal files, as authorized by local law, at locations where the applicant has lived, worked or gone to school during the last seven years or up to the applicant's 18th birthday, whichever period is shorter;
 - b. An employment check going back five years or to the applicant's 18th birthday, whichever period is shorter; and
 - c. A check of at least three personal references.
- <u>9.2</u> The UPSS provider must maintain, at a minimum, the following documents in the personnel record of each employee assigned to work at the UN House facility:
 - a. Individual performance record;
 - b. Work application and supplemental data (copy of national identity card or other positive form of identification);
 - c. Background investigation information;
 - d. Individual training records;
 - e. Photograph; and
- **9.3** The UPSS provider shall update the above documents on an annual basis or more frequently as more information becomes available. The information and supporting documents shall be made available upon the request of UNDP/UNDSS.

10. PROFESSIONAL CONDUCT

- **10.1** All UPSS personnel assigned to this contract shall maintain the highest standards of employee competency, conduct, cleanliness and integrity. Assignments shall be performed in accordance with prescribed guard orders to the best of each guard's ability and in accordance with safe work place policies and practices.
- 10.2 The UPSS provider shall remove any of its employees from UN buildings or properties upon determination that such employees are found to be unfit for the performance of security duties. The UNDP/UNDSS reserves the right to direct the removal of any UPSS employee determined to be in non-compliance with the qualifications and standards set forth in the SOW or for any other reason at the United Nations sole, exclusive and non-negotiable discretion. A determination of unfitness may be made from incidents involving violations of General, Post, Supervisory and Special Orders6 and immediately identifiable types of misconduct or delinquency, without limiting the foregoing right of the UNSMS organization to have any UPSS employee removed for any reason.
- **10.3** The UPSS provider shall administer disciplinary action, up to and including removal, for those employees who commit the following offences, omissions or derelictions of duties. All disciplinary actions will be reported to UNDP/UNDSS. The following, but not limited to, may be considered as demonstrating unfit performance:
 - i. Knowingly and/or wilfully violating General, Post, Supervisory or Special Orders;

- ii. Failing to demonstrate courtesy and good manners toward UN House employees, visitors, guests or the general public. (Not displaying a respectful and helpful attitude in all endeavours will be cause for removal from a post. Continued complaints shall be cause for removal from the contract.);
- iii. Unauthorized use of UN House property, including telephones, communications equipment, security equipment, credit cards or vehicles. The UPSS provider shall reimburse the UN House for any loss, abuse or misuse of such property;
- iv. Leaving disturbing papers on desks and opening desk drawers or cabinets for any reason other than a bona fide security reason:
- v. Falsifying, unlawfully concealing, removing, mutilating or destroying any official documents or records;
- vi. Concealing material facts by wilful omission from official documents or records;
- vii. Disclosing UN House proprietary information or making any unauthorized news or press releases regarding the United Nations personnel or operations;
- viii. Disclosing duty assignment(s), particularly manpower, security precautions or procedures, except to persons authorized to have such knowledge or as approved by the UNDSS.
- ix. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties and unreasonably delaying or failing to carry out assigned tasks.
- x. Conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the United Nations security program;
- xi. Wilfully violating UN security procedures or policies;
- xii. Abandoning post prior to proper relief;
- xiii. Displaying disorderly or immoral conduct, e.g., using abusive or offensive language, quarrelling, intimidating by words or actions, fighting or otherwise participating in disruptive activities;
- xiv. Gambling or unlawfully wagering or promoting gambling in any UN House building or on UN House property;
- xv. Carrying a firearm, pepper spray or any other weapon on their person, without explicit approval of UNDSS, while on UN House property, even though such carriage may be legal in the jurisdiction where assigned;
- xvi. Using UNSMS organization issued identification improperly;
- xvii. Knowingly giving false or misleading statements or concealing material facts in connection with reports or records relating to investigative proceedings;
- xviii. Knowingly making false statement(s) about other contract employees, UN House employees or the general public;
- xix. Involvement in any form of discrimination or sexual harassment of other contract employees, UNSMS organization employees, visitors or members of the public while on UN House property;
- xx. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders;
- xxi. Eating, smoking or drinking while on post, or taking breaks in any location except those designated as authorized break areas;
- xxii. Using or selling intoxicants, illicit drugs or controlled substances while on duty or consuming alcoholic beverages eight hours prior to entering duty. An employee who has reason to believe that the person reporting as relief is intoxicated, under the influence of intoxicating drugs or of impaired effectiveness from having used intoxicating drugs, shall decline to be relieved and shall immediately notify the UNDP/UNDSS and the UPSS provider. Accepting relief by an individual known or suspected to be under the influence of alcohol or drugs shall require the UPSS provider to suspend and/or remove both employees from the contract;
- xxiii. Vandalizing or intentionally damaging the United Nations property through direct action or negligence;
- xxiv. Failure to cooperate with the UNDP/UNDSS or UPSS provider authorized investigation.
- xxv. Excessive absenteeism or tardiness; or
- xxvi. Soliciting or collecting monetary contributions during work time.

11. UNIFORMS

11.1 All UPSS personnel assigned as security guards to UN buildings and properties shall wear properly fitted uniforms when on duty. The UPSS provider shall provide all security personnel with a full set of uniform and ensure the security guards possess

a sufficient number of uniforms so as to result in a professional appearance. All uniforms shall be appropriate and take into account functionality, working environment and climatic conditions. The service provider personnel shall present a neat appearance and shall be easily recognized. Employees shall wear uniforms when on duty. Uniforms shall be in good repair, freshly laundered, well fitting, and colour coordinated. Employees shall wear fresh uniforms every day and the service provider shall have extra uniforms available to allow employees to change if a uniform should become heavily soiled. Uniforms shall not contain commercial advertising except that hats or name tags may contain the name of the service provider firm. Shoes shall be standardized and shall be clean and of sturdy construction and shall cover the foot completely. Employees shall wear socks or hose as appropriate. Open toe shoes, sandals, sneakers, canvas shoes, shoes with high platforms, spiked heels, or heels higher than two inches shall not be worn. The uniform will include:

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

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

The term "Security Personnel" refers to all UPSS security personnel, including uniformed and non-uniformed guards and supervisory personnel. Violations of these provisions shall be reported to the UPSS provider for remedial action.

12. TRAINING

- **12.1** The UPSS provider shall provide initial training and orientation to all security personnel prior to their assignment to any UN House building or property.
- **12.2** UPSS personnel shall be sufficiently trained, both prior to any deployment and on an ongoing basis, to respect relevant national laws of the country, international humanitarian law and human rights law and to establish goals to facilitate uniformity and standardization of training requirements. Training could include general and task- and context-specific topics, preparing personnel for performance under a specific contract and in a specific environment, including:
 - a. Rules on the use of force including restraints and detainment authorities and limitations;
 - b. International humanitarian law and human rights law as well as applicable host country laws;
 - Handling complaints by the civilian population, in particular by transmitting them to the appropriate authority;
 - b) Measures against bribery, corruption and other crime:
 - United Nations Standards of Conduct for the International Civil Service and the zero-tolerance policy on sexual exploitation and abuse; and
 - b. Religious, gender and cultural issues and respect all populations and ethnicities.
 - c. The role and function of Security Personnel.
 - d. Access control procedures.
 - e. Telephone procedures.
 - f. Emergency procedures (bomb threat, evacuation,

- fire, medical, demonstrations, unruly behaviour, etc).
- g. Patrolling procedures.
- h. Basic First Aid.
- i. Use of fire extinguishers.
- j. Incident reporting procedures.
- k. Keeping of proper security occurrence and incident logs.
- I. Uniform care and presentation.
- m. Personal hygiene and appearance.
- n. Operation of baggage X-ray machine.
- o. Operation of hand-held metal detectors.
- p. Operation of walk-through metal detectors.
- q. Operation of CCTV equipment.
- r. Operation of hydraulic bollards
- s. Operations of infrared system
- t. Operation of panic alarm system.
- u. Operation of fire alarm system.
- 12.3 The UPSS provider shall provide initial and periodic in-service training for security personnel to be agreed upon between UNDSS and the UPSS provider. The content and duration of such training shall also be determined between the parties. The UPSS provider will record and document all training. UNDSS shall be permitted to review all training records pertaining to this contract. The training period cannot be less than two days a year per employee. The UPSS provider shall include initial and recurring training and familiarization for the subjects listed below for all personnel assigned to this

contract.

- Access control policies and procedures, e.g., the building pass system, visitor control procedures, escort procedures, employee ingress/egress, after-hours access and vehicle access;
- b. Identity checks what constitutes valid identity, spotting false identity cards, etc.;
- Basic search techniques including those for pedestrians, vehicles and packages;
- d. Conduct of perimeter patrols;
- e. Actions to take when approaching a suspicious person(s);
- f. Actions to take when there is a belligerent visitor;
- g. Emergency response and evacuation procedures;
- h. Routine and emergency communications procedures;
- i. Police and fire liaison;
- j. Cardiopulmonary Resuscitation (CPR);
- k. Basic first aid instruction;
- I. Civil and criminal liability issues;
- m. Use of force and limitations, including citizens' apprehension8 authorities;
- n. Legal authorities and limitations;
- o. Professional behaviour and public relations;
- p. Communication, e.g., verbal, written and telephonic;

- q. General, Post and Special Orders and other directives;
- r. Handling of bomb threats and building evacuation procedures;
- s. Safeguarding proprietary information;
- t. Found property procedures;
- u. Basic report writing;
- v. Observation techniques, to include basic counter-hostile surveillance;
- w. Guard force supervision;
- x. Supervision and approval of reports;
- y. Incident investigations and reports;
- z. Standards for uniforms, personal dress and bearing; bb. Post inspection procedures;
- aa. Employee motivation;
- bb. Fundamentals of intrusion alarm systems, CCTV, recorders and manual or electronic guard monitoring equipment;
- cc. Fundamentals of X-ray machine operations and any other security and fire devices and equipment that the guard may be responsible for operating or carrying; and
- dd. Operation and use of fire extinguishers and other fire suppression equipment located on the UN House properties.

13. EMERGENCY DRILLS

- **13.1** The UPSS provider shall conduct periodic drills and critiques of guard performance to assure an acceptable level of training by security personnel for responses to various emergencies such as intruders, mob violence, bomb threats, medical events, natural disasters and evacuations. These drills should be coordinated with UNDSS to ensure minimum disruption to UNSMS operations.
- **13.2** The UPSS provider shall ensure that all employees maintain the required state of readiness to respond to these drills and to actual emergencies.
- **13.3** The UPSS provider shall conduct such drills at least each quarter or more frequently if directed by the UNSMS. The UPSS provider shall conduct some of these drills during hours of darkness.
- **13.4** The UPSS provider shall provide all necessary training materials, classrooms, instructors, and training aids to support initial and recurring training of security personnel working under this contract.
- **13.5** The UPSS provider shall document the nature, scope and results of all drills and provide such records to UNDSS upon completion.
- **13.6** The UNDP/UNDSS may provide post specific training for UPSS staff, as deemed appropriate. Post specific training provided by UNDP/UNDSS shall not be separately invoiced.

14. CONTRACT MANAGEMENT AND TRANSITION

- **14.1** The UPSS provider shall designate a UPSS provider's Representative as the focal contact person on all matters relating to this contract.
- 14.2 The service provider shall furnish all personnel to accomplish the duties and work required by this agreement. The

- personnel so furnished shall be employees of the service provider.
- **14.3** The service provider shall be able to provide relief personnel to cover for holidays or in the event of regular personnel not reporting for duty at the appropriate time for whatever reasons.
- 14.4 The service provider shall be able to provide appropriate relief staff within THREE (3) hour of notification of absenteeism.
- **14.5** The contractor shall provide and maintain all necessary insurance, including medical coverage for the security personnel.
- 14.6 The use of alcoholic beverages and/or illegal drugs by the service provider personnel, while on duty, is strictly forbidden.
- **14.7** Service provider personnel shall not loiter in any working area or patron area.
- 14.8 Upon completion of their assigned duty shift, employees shall depart the facility.
- **14.9** All security personnel shall wear identification badges with a minimum of the service provider's name and the employee's name.
- **14.10** The service provider shall immediately remove and replace any employee who is under, or strongly suspected of being under, the influence of alcohol or drugs.
- **14.11** The service provider remains responsible for any subcontractor personnel he/she may employ.
- **14.12** There will be no contractual relationship between UNDP-SAUDI ARABIA and any subcontractor used or employed by the service provider.
- **14.13** The service provider will remain the sole responsible agent for any and all elements of the contractual agreement, regardless of any arrangements between the service provider and the subcontractor.
- **14.14** The UPSS provider's recruitment, hiring and deployment of personnel will be in accordance with applicable rules, regulations and laws and the contract.
- 14.15 The UPSS provider shall within five working days from the date of the contract award, provide the UNDP/UNDSS with a Program Management Plan. The Plan shall, at a minimum, set forth the names, assignments and duties of all personnel at the supervisor level and above; tentative schedules for recruiting and training of personnel; schedules and format for monthly and other reporting requirements; and time-keeping, billing and accounting procedures. This Plan shall become effective when approved by the UNDP/UNDSS in its sole discretion.
- **14.3** The UPSS provider shall maintain an ongoing incentive program (human resources policy, benefit package, etc.) to better recruit candidates, deter attrition and promote stability in the work force.
- **14.4** A copy of all General, Post and Special Orders shall be given to the UPSS provider and copies of the Post Orders will be maintained at each post. The UPSS provider shall maintain and update all Orders as necessary.
- **14.5** 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.
- 14.6 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 SAUDI ARABIA 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 SAUDI ARABIA for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Contract.
- 14.7 UNDP- SAUDI ARABIA 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.

15. QUALITY ASSURANCE PROGRAM

- **15.1** The UPSS provider shall assure through a Quality Assurance Program that all personnel assigned to this contract are proficient in the contract requirements, General, Post, Supervisory and Special Orders and other directives, as applicable.
- **15.2** Each UPSS employee shall "sign-in" on the post log when reporting for duty and "sign-out" when leaving at the end of the work shift.

- **15.3** The UPSS provider shall obtain and maintain all licences and permits that may be required by any jurisdictions where it is required to operate under this contract, and it shall meet all applicable laws, rules and regulations.
- **15.4** All substitute security personnel assigned to UN House buildings and properties shall be at least equal in qualifications and training to regularly assigned personnel, as specified in this SOW. The UPSS provider shall not assign personnel who have not completed a favourable background investigation.
- 15.5 The UPSS provider shall furnish a guard-monitoring device for each post location identified in this SOW. The type of guard monitoring device will be listed in the List of UPSS Provider Furnished Property herein. The device shall be used by the guards to conduct tours, patrols and security checks of UN House buildings and properties. The records of these devices will be inspected by the UPSS provider, at a minimum, on a weekly basis. The UPSS provider shall take corrective and, as necessary, disciplinary action against those guards who are not performing their duties. The UPSS provider's General, Post and Supervisory Orders will specify the frequency of such guard rounds, patrols and other security checks.
- 15.6 The UPSS's supervisory personnel, including the Security Supervisor, shall inspect each identified guard post at least twice every eight hours to confirm that the post is properly staffed and that the guards are complying with General, Post, and Special Orders. The UPSS provider shall document each inspection to include the identity of the post, identity of the guard or guards, the date and time of the inspection and any irregularities. Serious infractions and security-related incidents shall be reported immediately by the UPSS provider to UNDSS. UNDSS shall be permitted to review these inspection records for completeness and accuracy upon request.
- **15.7** The UPSS provider shall ensure that all guards assigned to this contract will be relieved for breaks necessary for rest, meals and personal hygiene.
- 15.8 This contract is a key element of the United Nations Security Risk Management process and demands that the UPSS provider comply fully with the contract terms and conditions. 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 outlined in the attached Key Performance Indicators (annex C). When the UPSS provider fails to provide the services required by this contract, the UNDP/UNDSS shall assess a deduction for unacceptable or non-performance as outlined in the KPI. The UPSS provider shall deduct the appropriate amount from the next monthly invoice submission accordingly.
- **15.9** The UPSS provider shall use the attached KPIs (annex C) to assist in monitoring and documenting performance.

16. ORIENTATION MEETING

- **16.1** UNDSS will provide orientation to the UPSS provider on matters unique to United Nations properties and operations and necessary for UPSS performance. Orientation will be followed by a review of properties, including buildings and posts to be covered by the contract. During orientation, UNDSS will provide the UPSS provider with the following documentation and/or information to facilitate the implementation of the guard contract:
 - a. Instructions and directives for operating security equipment, if any, furnished by the UN House under the List of UN House Furnished Property herein;
 - b. Instructions pertaining to the location of installed security control equipment and systems, and instructions pertaining to the operation and location of utility cut-off valves, electrical switches, security controls, light switches, generator controls and other equipment, as necessary;
 - c. The locations and hours of guard posts as well as the expected duties of assigned security personnel consistent with the SOW;
 - d. Specific policies and procedures for responding to emergency alarms, bomb threats, suspected incendiary devices and other potential threats and hazards; and
 - e. Locations of any assembly sites used by the UN House for its personnel in the event of an emergency or evacuation situation. UNDSS will outline the roles and responsibilities of the security guards in this effort, as appropriate.

17. POST ORIENTATION MEETING.

Within five working days following the above orientation, the parties will meet to exchange information and documents, arrange for the transfer of equipment, establish the schedule for the assumption of security duties and clarify any outstanding issues. The UPSS provider shall provide the UNDP/UNDSS with proof of insurance at this time.

18. LIST OF UPSS PROVIDER FURNISHED PROPERTY

18.1 The following list of UPSS provider furnished security equipment and supplies are considered minimum requirements.

- a. Communications Equipment The UPSS provider shall furnish all communications equipment required for the performance of this contract. Such equipment includes base stations, hand-held units, cellular telephones and related items that may be required for communication with the UPSS provider's operations centre by the Security Manager, Security Supervisor and guards assigned to the UN House Communications Centre. Maintenance and repair of all such communications equipment will be the responsibility of the UPSS provider. The UPSS provider shall be responsible for obtaining and maintaining any permits or authorizations necessary to operate such equipment and as required by law or regulation;
- b. Miscellaneous Equipment Security handheld Metal Detector (for use at main entrance, Ceia model number PD140N or equivalent as approved by UNDSS), flashlights, batteries, air horns, whistles, batons and other miscellaneous security items required by the UNSMS organization under this contract;
- c. Guard Monitoring Devices The UPSS provider shall furnish and maintain guard monitoring devices at each guard post to validate guard rounds, patrols and other security checks. The UPSS provider will be responsible for having a sufficient number of these devices to ensure that each post has a device in good operating order. The UPSS provider shall be responsible for the maintenance and repair of these devices; and/or
- d. Direct Phone with the main security center of the UPSS provider. This should be in form of fixed and mobile panic buttons for the security desk at the main entrance, mobile patrols and static guards at the main entrance.

19. LIST OF UNSMS FURNISHED PROPERTY (NON- EXHAUSTIVE)

The UNDSS/UNDP shall provide the following equipment or materials:

- a. Copies of relevant security policies and practices; and
- b. For security guard positions located at the main entrance to the UNSMS organization facility:
 - Closed circuit television system monitors
 - System for transmitting technical and intrusion alarms
 - An intercommunication system
 - Communication with receptionists via telephone
 - Area containing a telephone that is for the exclusive shared use of security personnel

20. ADJUSTMENT OF POST/POSITIONS

The UNSMS reserves the right to require adjustments to the number of posts/positions in accordance with its security requirements. In such a case, any modifications needed to the Guard Schedule and any adjustments that affect the Price Schedule will require a contract modification.

21. BILLING AND PAYMENT TERMS

Full payment shall be made within thirty (30) days of receipt of the original invoice, unless UNDP-SAUDI ARABIA disputes the invoice or a portion thereof. With respect to disputes regarding only a portion of the invoice, UNDP- SAUDI ARABIA 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- SAUDI ARABIA shall pay the Contractor within thirty (30) days. The service provider shall be required to maintain a complete and separate financial record and accounts for all transactions pertaining to or materially relevant to the operation at UNDP-SAUDI ARABIA facilities in relation to this agreement. This will include, but not limited to, invoices, bills, receipts, vouchers, payroll records, disbursement records, general and sub ledgers and other documentation

pertaining to or substantiating expenditure and receipt of revenue on either an accrual or cash basis. The original financial ledgers and sub-ledgers and all original supporting documentation will be made available to inspection and audit by UNDP or any of its designated auditors, either internal, external or specialist, within 24 hours of a written request by the UNDP-SAUDI ARABIA Operation Manager to so present the records. This condition will be binding from commencement to twelve (12) months after expiry of the contract.

ANNEX B: Contract Management and Performance Measurements.

The following clauses apply for services and equipment required to be provided by the UPSS provider, as referenced in annex C 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. 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. The UNSMS reserves the unilateral right to modify the contract for the purpose of changing this rate with 30 days' notice.
- f. 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.

	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 guarding posts.		
	Exceptions to KPI (data not included in	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.		
KPI 2	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 monthly.		
	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	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	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 do	es 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 procedures.		
	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	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 situation.		
KPI 5				
	Compliance: Professional appearance of guards and their uniforms/equipment; attitude/behavior of guards.			
	Method of measurement	Lapses in compliance with professional appearance and behavioral standards.		
	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 de	ealt 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	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 properties/facilities.
	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	Considerations not under the control of UPSS provider—case-by-case basis.
	Target performance - Green	No incidents.
	Amber	N/A
	Red	1 or more incidents.
KPI 8	Operations: All emergency alarms are respo	nded 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	Considerations not under the control of UPSS provider—case-by-case basis.
	Target performance - Green	No discrepancies.
	Amber	N/A
	Red	1 or more reported discrepancies.
KPI 9	Operations: Serious Incident Reports must b	e 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.
		KPI scoring monthly.
	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.
	5	
	Exceptions to KPI (Data not included in	Considerations not under the control of UPSS provider—case-by-case basis.
	Target performance - Green	All timelines are met.
	Amber	N/A
	Red	Timelines are not met.
KPI 10	Training: All staff to achieve training require	ments 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 monthly.
	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	Considerations not under the control of UPSS provider—case-by-case basis.
	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 contract
	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 100
	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.
	raiget performance - Green	
	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 accoun	ted 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, tracking devices, personal protective equipment (PPE), all other serial numbered
		operational equipment and government registered or otherwise sensitive equipment.
		KPI scoring monthly.
	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	Considerations not under the control of UPSS provider—case-by-case basis.
	Target performance - Green	All Equipment accounted for 100% of the time.

> 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%

INTRODUCTION

- 1. The united nations recognize 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 un 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.
- 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.
- 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.
- 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 injur
- 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.
- 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.
 - iv) 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.
- 11. Based on the three essential criteria in 9 above, a united nations security official may only use deadly force: 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.
- 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.

- 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 E: Special Contract Clauses and Pricing and Performance Credit

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.

2. Maximum Hours to be worked by Guards

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.

3. RATES OF 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.
 - i. Ad Hoc or Emergency Services. The rates for ad hoc or emergency services are fully loaded rates, including:
 - g. 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);
 - h. all direct and indirect material costs (except for separately priced vehicles and communications equipment);
 - i. insurance;
 - j. all overhead and indirect costs, including general and administrative expenses (G&A); and
 - k. profit.

- 3.1.3 Vehicles. The monthly rate for any vehicles incases 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 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 such as fire alarm system, fire extinguishers, safety boxes, CCTV system, torches, etc.

ANNEX F: 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.

This form serves as a checklist for preparation of your Bid. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Bid submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Bid, please ensure compliance with the Bid Submission instructions of the BDS 22.

Technical Bid:

Have you duly completed all the Returnable Bidding Forms?	
Form A: Bid Submission Form	
Form B: Bidder Information Form	
Form C: Joint Venture/Consortium/ Association Information Form	
Form D: Qualification Form	
Form E: Format of Technical Bid	
[Add other forms as necessary]	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	٠

Price Schedule:

Form F: Price Schedule Form	

Form A: Bid Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

We, the undersigned, offer to supply the related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

Our attached Price Schedule is for the sum of [Insert amount in words and figures and indicate currency].

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this Bid are true and we accept that any misinterpretation or misrepresentation contained in this Bid may lead to our disqualification and/or sanctioning by the UNDP.

We offer to supply the related services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Schedule of Requirements and Technical Specifications/TORs.

Our Bid shall be valid and remain binding upon us for the period specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Bid you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Bid and bind it should UNDP accept this Bid.

Name:	
Title:	
Date:	
Signature:	

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	☐ Yes ☐ No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	☐ Yes ☐ No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]
Is your company a member of the UN Global Compact	[Complete]
Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]

Please attach the following documents:

- Company Profile, which should <u>not</u> exceed fifteen (20) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured
- Certificate of Incorporation/ Business Registration
- Authorization of installation to carry out security activities and guarding in the country issued by the administration (Ministry of the Interior or Equivalent) and valid at the time of submission.
- VAT/ZAKAT Registration/Payment Certificate issued by the General Authority of Zakat and Tax evidencing that the Bidder is updated with its VAT/ZAKAT payment obligations, or Certificate of VAT/ZAKAT exemption, if any such privilege is enjoyed by the Bidder
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures
- Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.
- Local Government permit to locate and operate in assignment location, if applicable
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

To be completed and returned with your Bid if the Bid is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of goods and/or services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner	
(with authority to bind the JV, Consortium,	
Association during the ITB process and, in	[Complete]
the event a Contract is awarded, during	
contract execution)	

We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture	OR	☐ JV/Consort	ium/A	Association	agreement
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We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:
Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:

Form D: Eligibility and Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

If JV/Consortium/Association, to be completed by each partner.

History of Non-Performing Contracts

□Non-performing contracts did not occur during the last 3 years				
☐ Contract(s) not performed in the last 3 years				
Year	Year Non- performed Contract Identification Total Contract Amount			
	portion of contract		(current value in US\$)	
	Name of Client:			
Address of Client:				
	Reason(s) for non-performance:			

Litigation History (including pending litigation)

Ü	, ,	0 ,			
☐ No litigati	☐ No litigation history for the last 3 years				
☐ Litigation	☐ Litigation History as indicated below				
Year of	Amount in dispute	Contract Identification	Total Contract Amount		
dispute	(in US\$)		(current value in US\$)		
		Name of Client:			
		Address of Client:			
		Matter in dispute:			
	Party who initiated the dispute:				
Status of dispute:					
		Party awarded if resolved:			

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD	SAR
	Year	USD	SAR
	Year	USD	SAR
Latest Credit Rating (if any), indicate the source			

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	Information from Balance Sheet		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Inf	ormation from Income Statem	nent
Total / Gross Revenue (TR)			
Profits Before VAT/ZAKAT (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
- b) Historic financial statements must be audited by a certified public accountant;
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

Form E: Format of Technical Bid

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder's Bid should be organized to follow this format of the Technical Bid. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Organization's commitment to sustainability.

1.1.	Company capacity (size, organization chart, number of	Corporate Profile Company Organization Chart
	staff by category, places,) and structure of the service	certificates of performing services with no more than two
	offer by your company. Focus on similar services required	(2) years current contract references + contact
	in this call for tenders	
1.0		
1.3.	Describe in detail the uniforms that will be worn by the	Detailed list and modalities of renewal
	staff as well as all the individual Equipment. Specify the	pictures of guards dressed in their outfits/uniforms
	number and frequency of renewal	
1.4.	Describe in detail the equipment that will be provided by	Detailed list and terms of renewal (if Applicable) and,
	the company for the performance of the Contract. Give	Images/photos of individual key equipment
	as many details as possible (model, brands, etc.).	

SECTION 2: Scope of Supply, Technical Specifications, and Related Services

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.

2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.

- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

2.1.	Describe the organization of the teams	Organizational Plan of the teams for the coverage of the
	as well as the roles and responsibilities	positions
	according to the staffing table	
2.2.	Describe your mobilization plan for this	Detailed technical submission, as indicated in Section 6
	project, including the hiring of staff	(technical submission Form)
	incorporating the required morality	
	surveys in the specifications, the	
	implementation process, the acquisition	
	of equipment, training schedules, etc.	

Services to be Supplied and Technical Specifications		
	Compliance with tech	nical specifications and requirements
	Yes, we comply	No, we cannot comply (indicate discrepancies)
As per Scope of Works		

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

	Describe your company's approach to staff	Related Documents (framework
3.1.	compensation, including benefits, social security, etc. Do	agreement/group/Conventions/etc.) To:
5.1.	not include salaries or financial information but	
		sickness insurance in case of accident and death by
	estimated ratio.	accident long-term disability
		attestation of the social security if applicable
		other benefits, distinctions, etc.
3.2.	Describe in detail the initial training program that will be	Training Plan and Training Modules on:
	offered to each member of the custodial staff,	General Description of protection actions for the
	depending on the role of each person – controller,	protection of installations
	supervisor, guard, as well as the continuing education	incident/offence handling procedure:
	program specifying Identification of training needs	emergency response
	among staff and frequency of training	others
3.3.	Describe your company's code of conduct in relation to	The code of conduct
	the rule of law, respect for human rights, protection of	
	the interests of the client and disciplinary measures	
	' /	
3.4.	Describe in detail your approach to emergency	Emergency operational Plan for three (3) cases listed
	exercises. Description of the Company's ability to	below:
	respond to emergencies	fire, bomb alert,
		riots, criminal intrusions and explosive incidents
		evacuation of the building
		-
3.5.	Qualifications of Focal Point / Representative of the	Curriculum Vitae of the representative of the security
	security company	company
3.6.	Qualifications of Company's supervisors	Curriculum Vitae of main Company's supervisors for this
		project
L		

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
	[Summarize college/university and other specialized education of personnel member, giving names of
Education/ Qualifications	schools, dates attended, and degrees/qualifications obtained.]
	[Insert]
	[Provide details of professional certifications relevant to the scope of goods and/or services]
Professional certifications	■ Name of institution: [Insert]
Professional certifications	■ Date of certification: [Insert]
	[List all positions held by personnel (starting with present position, list in reverse order),
	giving dates, names of employing organization, title of position held and location of
Employment Record/ Experience	employment. For experience in last five years, detail the type of activities performed, degree
	of responsibilities, location of assignments and any other information or professional
	experience considered pertinent for this assignment.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1:
References	[Insert]
	Reference 2:
	[Insert]

I, the undersigned, certify that to the best of my qualifications, my experiences, and other relevan	/ knowledge and belief, the data provided above correctly describes my at information about myself.
Signature of Personnel	Date (Day/Month/Year)

FORM F: Price Schedule Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	[Insert ITB Reference Number]		

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

Any estimates for cost-reimbursable items, such as travel of experts and out-of-pocket expenses, should be listed separately.

Currency of the Bid: [Insert Currency]

Price Schedule

			Monthly cost per	
	Post concerned	Quantity(A)	post(B)	Annual cost (A)*(B)*12
1	Security Guards (Male)	6		
2	Security Guard (Female)	1		
4	Supervisor	2		
	Total			

N.B.

- Minimum (NET PAY) salary for Supervisor (SAR 3,200) and for Guards (SAR 2,500);
- For each proposed position, indicate the details of the Costs. The Following table is given as an Indication;
- Monthly cost;
- The net salary paid to either the male or female guard should be the same;
- The rate shall cover all the cost elements associated with the provision of security services in accordance with the scope of work:
 - Gross salary;
 - any other costs related, VAT/ZAKAT or Fees;
 - Management Fee/profit margin.

COST BREAKDOWN

Bidders must provide the costing of the above prices for each product deliverable using the following format. UNDP will use the composition of costs as part of the assessment of the reasonableness of the price, as well as for the calculation of the price if the parties agree to add new deliverables to the content of the Services.

N°	Description	Monthly cost per post (A)	Net salary* "take home	VAT/ZAKAT	Company overhead and profit **
			salary"	(C)	(D)
			(B)		
1.1	Guards [male or female"				
1.2	Supervisor				
	Total monthly cost				
	Total year cost				

Monthly cost per post (A) = B+C+D

Please provide cost breakdown for "other charges" column F

- *The net salary is defined as the amount to be paid to staff every month after all statutory deductions. This is the amount to be deposited at the bank for each post, regardless of the Title.
- ** Company overhead shall be inclusive of medical coverage, annual/sick leave; end of service award; insurance costs, company over head; cost of equipment, uniforms, direct and indirect costs and profit except for VAT/Zakat that is recorded in column (C)

Name of Bidder:	
Authorised signature:	
Name of authorised signatory:	
Functional Title:	

Section 7: UN SUPPLIER CODE OF CONDUCT

Please review the following link:

 $\underline{https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.}\\ \underline{pdf}$