**Section 3: Terms of Reference (TOR)**

**UNSMS ORGANIZATIONS**

**South Africa**

**SCOPE OF WORK**

1. **BACKGROUND**

UNDP on behalf of UN system in South Africa is seeking provision of security services under Long Term Arrangement for a period of three (03) years renewable after one year, upon satisfactory performance. The service provider shall provide all supervisory, management and other personnel with requisite experience, education, trainings and ability and other resources to plan and provide security services operations to the UN buildings and International UN staff residences as defined in the Statement of Works. The service provider shall perform to the standards and shall follow all applications and directives as identified in the Statement of Works and in the Long Term Agreement. The Government of South Africa is a signatory to the Vienna Convention and the Convention on Privileges and Immunities for Specialized Agencies, the UN organizations are exempted from taxes and duties.

The UN Agencies with operations in South Africa which may benefit from this Long Term Agreement(s) (LTA) as per agreed terms and Conditions shall be: *UNHCR, UNDP, UNICEF, FAO; ILO; IOM; UNAIDS; UNDSS; UNFPA;*  *UNODC; UNWOMEN; and WHO.* Each UN agency shall nominate andauthorize one representative to act on its behalf with regard to administrative and contractual issues.

**OBJECTIVE**: **UNDP on behalf of the UN organizations in South Africa, shall engage two UPSS providers with the capacity to deliver high quality services, one for to the UN System office premises and second for International UN staff residences in South Africa.**

**As a result of this bidding process for provision of comprehensive security services, UNDP shall sign Long Term Agreements (LTAs) with two (02) successful UPSS providers one for UN system office premises and another for International UN staff residences (lot 1 & lot 2) respectively as per SOW. However, UN system has no obligation on the total number of required guards and also retains the right to change the number of the required guards at any time during the duration of this LTA. UN system in South Africa strongly encourage female security guard and should be part of deployment as a security guard at least 30% of the total requirements.**

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 UNDP, have in seeking two

1. UPSS companies to provide general security guard services for UNSMS organizations facilities in various locations and International UN staff residences in South Africa. This SOW shall become an integral part of any contract subscribed between the UNSMS organization and the awarded UPSS providers (Unarmed Private Security Services).

1.2 The UNSMS organizations in South Africa are international organizations whose fundamental mission is to provide humanitarian and development assistance. The UNSMS organizations require security management and guard services for the locations, 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.

1

1. **SECURITY OPERATIONS AND FACILITIES**

2.1 The following information describes the UNSMS organization’s facilities requiring security operations arrangements. The chosen companies, hereinafter referred to as the UPSS providers 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 UNSMS organization’s facilities in South Africa.

2.2 The UPSS providers shall provide the security personnel for the designated posts and patrols described in this document. Unanticipated changes may occur in the numbers and locations of sites belonging to the UNSMS organization, and the guard posts may change accordingly. The security policies, practices and procedures related to the UNSMS organization’s personnel, facilities and properties and other assets are contained in the General, Post, Supervisory and Special Orders are to be provided to the UPSS providers and updated as needed by the UPSS providers, consistent with this SOW and in conjunction with UNDSS.

2.3 **Administration:** The security management responsibility of the UNSMS organizations in South Africa isassigned 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:** The list is not exclusive and subject to change. Security services maybe required for the UNSMS country-wide, but specifically in the listed locations in LOT-1 and LOT-2.

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|  |  |  | |  |  |  |  | |  | |  | |
|  | **LOT-1** | : Pretoria | |  | Pretoria |  |  | |  | |  | |
| **LOCATION OF UNSMS FACILITIES** | | | | | | | | |  | |  | |
|  | (A) | | |  | | **FACILITIES** |  | |  | |  | |
|  | | |  |  | | | |  | |  | |
| **SR** | | |  | **AGENCY** | | | |  | | **LOCATION** | |
| 1 | |  | |  | UNWomen | | | |  | | UN House, Metro Park Building, 351 Francis Baard Street, Pretoria CBD | |
|  |  |  | |  | UNDSS | | | |  | |  | |
|  |  |  | |  | UNFPA | | | |  | |  | |
|  |  |  | |  | UNAIDS | | | |  | |  | |
|  |  |  | |  | FAO | | | |  | |  | |
|  |  |  | |  | UNDP  RCO  OHCHR  UNEP | | | |  | |  | |
| 2 | |  |  | UNICEF | | | |  | | Equity House, 659 Pienaar Street, Brooklyn | |
| 3 | |  |  | UNHCR | | | |  | | Waterkloof, House, 209 Waterkloof Road, Brooklyn | |
| 4 | |  |  | IOM | | | |  | | Sanlam Building, 353 corner of Festival Street and Arcadia Street, Hatfield, Pretoria | |
| 5 | |  |  | ILO | | | |  | | Block C, Crestway Office Park Hotel Street Pretoria | |
| 6 | |  |  | UNODC | | | |  | | 1059 Francis Baard Street, Hatfield, Pretoria | |
| 7 | |  |  | WORLD BANK | | | |  | | 442 Roderick Road, Lynwood, Pretoria | |

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|  |  |  |  |  |  |  | | |  |  | | |
|  | **LOT-1** | 2 |  | Johannesburg | | |  |  | | |  |  | |
| **LOCATION OF UNSMS FACILITIES** | | | | | | | | |  |  | | |
|  | (A) | | |  | **FACILITIES** |  | | |  |  | | |
|  | | |  |  | | | | |  |  | | |
| **SR** | | |  | **AGENCY** | | | | |  | **LOCATION** | | |
| 1 | |  |  | WFP | | | | |  | 1 EGLIN ROAD, SUNHILL PARK, SUNNINGHILL, JOHANNESBURG | | |
|  |  |  |  | FAO | | | | |  |  | | |
|  |  |  |  | IFAD | | | | |  |  | | |
|  |  |  |  | UNICEF | | | | |  |  | | |
|  |  |  |  | UNAIDS | | | | |  |  | | |
|  |  |  |  | UNESCO  UNDSS | | | | |  |  | | |
| 2 | |  |  | UNFPA | | | | |  | 9 SIMBA ROADS, SUNNINGHILL, JOHANNESBURG | | |
| 3 | |  |  | UNHCR | | | | |  | 10 ERWIN ROAD, MUSINA, LIMPOPO | | |
| 3 | |  |  | UNFPA | | | | |  | 01 AMATOLA BUSINESS VILLAGE, BHISHO, EASTERN CAPE | | |

**2.5 Physical Description of Facilities and Security Concerns:**

* 1. **Perimeter Security:** Although the perimeter of the building is managed by the security personnelemployed by the building management, events in the area of the facility require a number of additional security personnel to ensure that there are no impediments to entering or exiting the facility by performing regular patrols.
  2. **Access Control:** Access control is provided by an automated system operated by proximity cardreaders. 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.
  3. **Closed Circuit Television (CCTV) and/or Alarm System:** A CCTV system with recording capabilityis installed and operational at office facilities.

1. **COMMENCEMENT OF CONTRACT**

3.1 Performance of work against this SOW shall commence upon the UPSS providers’ execution of the contract.

3

1. **UPSS PROVIDERS’ RESPONSIBILITIES**

4.1 The UPSS providers shall provide all the necessary personnel, supplies, equipment and accessories needed to perform the services required in this contract. The UPSS providers must comply with all applicable requirements established by the Government of South Africa. The UPSS providers shall comply with and enforce all orders, policies and/or procedures issued by the UNSMS organization.

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

1. Providing access control to all UNSMS organization owned, leased or controlled facilities and properties by visual inspection of UNSMS organization issued building passes and other approved identification media;
2. Performing luggage, handbag and suitcase searches and inspections manually or using a hand-held metal detector;
3. Providing information and assistance to all UNSMS organization visitors, guests and employees;
4. Responding to events such as security alerts, probable criminal acts, civil demonstrations and altercations occurring on UNSMS organization’s property;
5. Responding to life threatening situations such as medical alerts, fire alarms, suspected or actual crimes and other related situations occurring on UNSMS organization’s 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 lawenforcement personnel, UNSMS organization’s personnel and other emergency response elements in the event of an emergency;

1. 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.);
2. Performing package and other security related inspections, as directed;
3. Directing and controlling vehicular and pedestrian traffic, as directed;
4. Receiving, issuing and accounting for keys and locks issued to the UNSMS organization’s facility, offices, gates and other controlled or restricted areas requiring key access;
5. Monitoring the CCTV, recorders, intrusion alarms, fire alarms, security radio net, guard monitoring system and other security or safety equipment owned or controlled by the UNSMS organization;

4

1. Observing building occupants and reporting instances of non-compliance with security procedures to the UNDSS;
2. Detecting and preventing, as authorized under law, persons attempting to gain unlawful entry to UNSMS organization’s buildings and properties with the minimum force necessary;
3. Reporting unsafe or hazardous conditions that require immediate corrective action by the building maintenance, landlord or other personnel;
4. Summoning medical assistance (i.e., calling medical responders like ambulance services) for persons who are ill or injured on the UNSMS organization’s property;
5. Preparing and maintaining incident reports for events identified in General, Post, Supervisory and Special Orders. Incident reports will be submitted by the UPSS providers to the UNSMS organization’s Contract Officer within 24 hours;
6. Maintaining a 24-hour duty log of all security-related activities, violations or events;
7. Conducting preliminary and follow-up investigations on incidents and/or complaints as directed by the UNSMS organization’s Contract Officer;
8. Ensuring that all reports and other documents, e.g., incident reports and logs, are written clearly, legibly and accurately;
9. Conducting after-hours security inspections for building security, fire and safety purposes;
10. 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;
11. Assuring that General, Post, Supervisory and Special Orders and other documentation are maintained in good condition and kept updated as required;
12. Performing security escort duties for persons on UNSMS organization properties, as directed;
13. Ensuring compliance with local labor laws to ensure that no individual guard works more than the maximum allowable time in a twenty-four hour period and no more than the maximum allowable days without a break.
14. Ensure that guards are provided rest and meal breaks in accordance with local regulations and per agreement with the Contract Officer;
15. Working with the host Government police and other international organizations in furtherance of these duties as instructed by UNDSS; and/or
16. Performing other duties as may be specified in this contract.

5

**LOT-1: Total Requirements for UN Offices Premises.**

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| --- | --- | --- |
| **5.** | **LOT-1** | **REQUIRED POSITIONS AND GUARD POSTS WITH HOURS/DAYS OF SERVICE** |

**Agency Name: UNDP/UNICEF/ UNFPA/FAO/ILO/UNAIDS/ UNHRC/UNDSS*/ UNODC/* *UNWOMEN/WHO/UNHCR/OHCHR/UNEP/IOM/UNODC/WORLD BANK/UNESCO/WFP/IFAD***

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Positions** |  | **No. of this** | **Location** | **Function** | **Language** | **Hours of** | **Hours a** | **Holiday** | **Total** |
|  |  |  | **Position** |  |  | **Requirement** | **Coverage** | **Week** | **Hours** | **Hours** |
|  |  |  |  |  |  |  |  |  |  | **Per Year** |
| **Agency:** | **UNICEF OFFICE** | |  |  |  |  |  |  |  |  |
| **Location** | **BROOKLYN** | | |  |  |  |  |  |  |  |
|  |  |  |  |  | Daily supervision of |  |  |  |  |  |
| 1 | Supervisor |  | 3 | UNICEF OFFICE | guard force | English | 0600-1800  18H00-06H00 | 252 | NA | 13,140 |
|  |  |  |  |  | Operating and |  |  |  |  |  |
|  |  |  |  |  | controlling the |  |  |  |  |  |
|  |  |  |  |  | pedestrian entrances. |  |  |  |  |  |
|  |  |  |  |  | Record and screen |  |  |  |  |  |
|  |  |  |  |  | visitors as |  |  |  |  |  |
|  |  |  |  |  | appropriate. Identify |  | 0600-1800 |  |  |  |
| 2 | Guard |  | 5 | UNICEF OFFICE | visitors. | English | 1800-0600 | 336 | NA | 17,520 |
| 2 | Alarm |  | 1 | UNICEF |  |  |  |  |  |  |
| **Agency:** | **UNDP** | |  |  |  |  |  |  |  |  |
| **Location** |  |  |  |  |  |  |  |  |  |  |
|  | **CITY CENTER, PRETORIA** | | |  |  |  |  |  |  |  |
|  |  |  |  |  | Daily supervision of |  | 0600-1800 |  |  |  |
| 1 | Supervisor +  Manager |  | 3 | UNDP OFFICE | guard force | English | 1800-0600 | 252 | NA | 13.140 |
|  |  |  |  |  | Operating and |  |  |  |  |  |
|  |  |  |  |  | controlling the |  |  |  |  |  |
|  |  |  |  |  | pedestrian entrances. |  |  |  |  |  |
|  |  |  |  |  | Record and screen |  | 0600-1800 |  |  |  |
| 2 | Guard |  | 17 | UNDP OFFICE | visitors as | English | 1800-0600 | 1008 | NA | 52,560 |

34

appropriate. Identify

visitors.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 2 | Alarm | | 1 | UNDP OFFICE |  |  |  |  |  |  |
| **Agency:** | **UNHCR, BROOKLYN, PRETORIA** | |  |  |  |  |  |  |  |  |
|  |  | |  |  |  |  |  |  |  |  |
|  |  |  |  |  | Daily supervision of |  | 0600-1800 |  |  |  |
| 1 | Supervisor |  | 3 | UNHCR OFFICE | guard force | English | 1800-0600 | 252 | NA | 13.856 |
|  |  |  |  |  | pedestrian entrances. |  |  |  |  |  |
|  |  |  |  |  | Record and screen |  |  |  |  |  |
|  |  |  |  |  | visitors as |  |  |  |  |  |
|  |  |  |  |  | appropriate. Identify |  | 0600-1800 |  |  |  |
| 2 | Guard |  | 10 | UNHCR OFFICE | visitors. | English | 1800-0600 | 504 | NA | 26.280 |
| 2 | Alarm | | 1 | UNHCR OFFICE |  |  |  |  |  |  |
|  |  | |  |  |  |  |  |  |  |  |
| **Agency:** | **WORLD BANK** | |  |  |  |  |  |  |  |  |
| **Location:** | **PRETORIA** | |  |  |  |  |  |  |  |  |
|  |  |  |  |  | Daily supervision of |  | 0600-1800 |  |  |  |
| 1 | Supervisor |  | 3 | WORLD BANK OFFICE | guard force | English | 1800-0600 | 252 | NA | 8.736 |
|  |  |  |  |  | Operating and |  |  |  |  |  |
|  |  |  |  |  | controlling the |  |  |  |  |  |
|  |  |  |  |  | pedestrian entrances. |  |  |  |  |  |
|  |  |  |  |  | Record and screen |  |  |  |  |  |
|  |  |  |  |  | visitors as |  |  |  |  |  |
|  |  |  |  | WORLD BANK | appropriate. Identify |  | 0600-1800 |  |  |  |
| 2 | Guard |  | 5 | OFFICE | visitors. | English | 1800-0600 | 336 | NA | 17.520 |
| 2 | Alarm |  | 1 | WORLD BANK |  |  |  |  |  |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Agency: IOM**  **Location** | **HATFIELD, PRETORIA** | |  |  |  |  |  |  |  |  |
|  |  |  |  |  | Operating and |  |  |  |  |  |
|  |  |  |  |  | controlling the |  |  |  |  |  |
|  |  |  |  |  | pedestrian entrances. |  |  |  |  |  |
|  |  |  |  |  | Record and screen |  |  |  |  |  |
|  |  |  |  |  | visitors as |  |  |  |  |  |
|  |  |  |  |  | appropriate. Identify |  | 0600-1800 |  |  |  |
| 1 | Guard |  | 2 | IOM OFFICES | visitors. | English | 1800-0600 | 168 | NA | 8.760 |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Agency:** | **UNODC** | |  |  |  |  |  |  |  |  |
| **Location** | **Hatfield, Pretoria** | |  |  |  |  |  |  |  |  |
|  |  |  |  |  | Operating and |  |  |  |  |  |
|  |  |  |  |  | controlling the |  |  |  |  |  |
|  |  |  |  |  | pedestrian entrances. |  |  |  |  |  |
|  |  |  |  |  | Record and screen |  |  |  |  |  |
|  |  |  |  |  | visitors as |  |  |  |  |  |
|  |  |  |  |  | appropriate. Identify |  |  |  |  |  |
| 1 | Guard |  | 1 | SABC OFFICE | visitors. | English | 06H00-18H00 | 60 | NA | 4.380 |

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| **Agency:** | **ILO** | |  |  |  |  | |  | |  | |  | |  | |
| **Location** | **Hatfield, Pretoria** | |  |  |  |  | |  | |  | |  | |  | |
|  |  |  |  |  | Operating and |  | |  | |  | |  | |  | |
|  |  |  |  |  | controlling the |  | |  | |  | |  | |  | |
|  |  |  |  |  | pedestrian entrances. |  | |  | |  | |  | |  | |
|  |  |  |  | Crestway Office Park | Record and screen |  | |  | |  | |  | |  | |
|  |  |  |  |  | visitors as |  | |  | |  | |  | |  | |
|  |  |  |  |  | appropriate. Identify |  | |  | |  | |  | |  | |
| 1 | Guard |  | 3 |  | visitors. | English | | 06H00-18H00 | | 252 | | NA | | 13,140 | |
| **Agency:** | **WFP** | |  |  |  |  |  | |  | |  | |  | |
| **Location** | **JOHANNESBURG** | |  |  |  |  |  | |  | |  | |  | |
|  |  |  |  |  | Daily supervision of |  |  | |  | |  | |  | |
|  |  |  |  | WFP | guard force |  | 0600-1800 | |  | |  | |  | |
| 1 | Supervisor |  | 3 | OFFICE |  | English | 1800-0600 | | 252 | | NA | | 13.140 | |
|  |  |  |  |  | Operating and |  |  | |  | |  | |  | |
|  |  |  |  |  | controlling the |  |  | |  | |  | |  | |
|  |  |  |  |  | pedestrian entrances. |  |  | |  | |  | |  | |
|  |  |  |  |  | Record and screen |  |  | |  | |  | |  | |
|  |  |  |  |  | visitors as |  |  | |  | |  | |  | |
|  |  |  |  | WFP | appropriate. Identify |  | 0600-1800 | |  | |  | |  | |
| 2 | Guard |  | 11 | OFFICE | visitors. | English | 1800-0600 | | 924 | | NA | | 48.180 | |
|  |  |  |  | WFP |  |  |  | |  | |  | |  | |
| 3 | Alarm |  | 1 | OFFICE |  |  |  | |  | |  | |  | |
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| **Agency:** | **UNFPA** | |  |  |  |  |  |  |  |  |  |
| **Location:** | **JOHANNESBURG** | |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | Daily supervision of |  | 06H00- 18H00 |  |  |  |  |
|  | Site Manager + |  |  |  | guard force |  | 18H00-06H00 |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| 1 | Supervisors |  | 3 | UNFPA HOUSE |  | English |  | 252 | NA | 13.140 |  |
|  |  |  |  |  | Operating and |  |  |  |  |  |  |
|  |  |  |  |  | controlling the |  | 06H00-18H00 |  |  |  |  |
|  |  |  |  |  | pedestrian entrances. |  | 18H00-06h00 |  |  |  |  |
|  |  |  |  |  | Record and screen |  |  |  |  |  |  |
|  |  |  |  |  | visitors as |  |  |  |  |  |  |
|  |  |  |  | UNFPA HOUSE | appropriate. Identify |  |  |  |  |  |  |
| 2 | Guard |  | 10 |  | visitors. | English |  | 840 | NA | 43.800 |  |
|  |  |  |  | UNFPA HOUSE |  |  |  |  |  |  |  |
| 2 | Alarm |  | 1 |  |  |  |  |  |  |  |  |
|  |  | |  |  |  |  |  |  |  |  |  |
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| **Agency:** |  | |  |  |  |  |  |  |  |  |
| **Location** | **MUSINA LIMPOPO** | |  |  |  |  |  |  |  |  |
|  |  |  |  |  | Operating and |  |  |  |  |  |
|  |  |  |  |  | controlling the |  |  |  |  |  |
|  |  |  |  |  | pedestrian entrances. |  |  |  |  |  |
|  |  |  |  |  | Record and screen |  |  |  |  |  |
|  |  |  |  |  | visitors as |  |  |  |  |  |
|  |  |  |  |  | appropriate. Identify |  | 0600-1800 |  |  |  |
| 1 | Guard |  | 4 | UNHCR OFFICE | visitors. | English | 1800-0600 | 336 | NA | 17.520 |
|  |  | |  |  |  |  |  |  |  |  |
| **Agency:** | **UNFPA** | |  |  |  |  |  |  |  |  |
| **Location** | **BHISHO EASTER CAPE** | |  |  |  |  |  |  |  |  |
|  |  |  |  |  | Operating and |  |  |  |  |  |
|  |  |  |  |  | controlling the |  |  |  |  |  |
|  |  |  |  |  | pedestrian entrances. |  |  |  |  |  |
|  |  |  |  |  | Record and screen |  |  |  |  |  |
|  |  |  |  |  | visitors as |  |  |  |  |  |
|  |  |  |  |  | appropriate. Identify |  | 0600-1800 |  |  |  |
| 1 | Guard |  | 2 | UNHCR OFFICE | visitors. | English | 1800-0600 | 168 | NA | 8.760 |
|  |  | |  |  |  |  |  |  |  |  |

9

**LOT-1: Total Requirements for UN System office premises**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **S.N.** | **Descriptions/services** | **Unit/quantity** |
|  | 1 | SUPERVISORS | 18 |
|  | 2 | GUARDS | 63 |
|  | 3 | PANIC ALARMS | 13 |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

10

1. **UPSS PROVIDERS PERSONNEL GENERAL QUALIFICATIONS3**

6.1 The UPSS providers shall ensure that all personnel4 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:

1. Pass a criminal background record check;
2. Be able to effectively understand and carry out written rules, orders and instructions;
3. Be able to effectively communicate with UNSMS organization employees and guests;
4. Be able to compose precise, short paragraphs for written reports that are required under this contract;
5. 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;
6. Possess the physical and psychological stamina for prolonged walking, standing, sitting and stooping;
7. Be cognizant of the fact that guards may have to confront or challenge violent or potentially violent persons;
8. Be at least 21 years of age and in apparent good health;
9. Be able to relate and interact effectively and properly with members of the public;
10. Be of good reputation and character; and
11. Be trained prior to deployment up to basic level as a minimum set forth in the training requirements section of this SOW.
12. UNSMS, Guidelines on the Use of Unarmed Private Security Services, Section E 13-16
13. The UPSS providers shall ensure the same level of vetting of any approved sub-contractors used in this contract.

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1. **UPSS PROVIDERS PERSONNEL SPECIFIC RESPONSIBILITIES AND QUALIFICATIONS**

**7.1** **UPSS providers’ Representative (not located at the UNSMS facility)**

7.1.1 Responsibilities:

1. Reports to the UNSMS organization’s Contract Officer;
2. Coordinates the administration of the contract from the UPSS providers’s side and serves as principle contact person for the contract;
3. Attends monthly performance meetings and quarterly contract review meetings with the UNDSS to evaluate overall performance of the UPSS providers and address any security issues; and/or
4. Recommends improvements in the performance and conduct of security services at the UNSMS organization’s facility. Maintains accessibility for the UNSMS organization 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:

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

**7.2** **Site Security Supervisor**

7.2.1 Responsibilities:

1. Reports to the UPSS providers’ Representative and coordinates with the UNDSS on a day-to-day operational basis;
2. Schedules work hours and days for guard personnel;

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1. Conducts inspections of guard posts to ensure all personnel meet the requirements of the contract;
2. Documents, counsels and takes appropriate disciplinary action when required; and/or
3. Takes the lead in coordinating with other building security providers (where applicable, e.g., if UNSMS organization’s facility is located in a building shared with other tenants)

7.2.2 Qualifications:

1. Minimum education requirement: the equivalent of a United States 9th grade education;
2. Minimum of 3 years of supervisory experience;
3. Minimum of 5 years of work experience as a security guard;
4. Good leadership skills and ability to exercise good judgment; and
5. 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 radio/telephone communications.

**7.3 Unarmed Guards**

7.3.1 Responsibilities:

1. Provide access control by inspection of UNSMS organization’s issued building passes or other approved identification;
2. Provide information and assistance to personnel and all visitors;
3. Respond to and alert bystanders of events such as security alerts, criminal acts, civil demonstrations and suspicious activity;
4. Monitor and conduct after-hours inspections of internal security and fire/life safety and building environmental systems;
5. Perform package and other security-related inspections;
6. Report instances of non-compliance with security procedures and unsafe or hazardous conditions to the Security Supervisor / Shift Supervisor;
7. Provide additional guard coverage during special events;
8. Perform security escort duties for persons if directed by the Contract Officer; and/or
9. Perform other duties as may be specified in this contract.

7.3.2 Qualifications:

1. Minimum of 2 years of experience in the same field of work with reputable international organization; and
2. Trained at a minimum to have/show proficiency/knowledge in public relations, self-defense and minimum force, radio communication, access control, searching techniques, basic firefighting and basic occupational safety.

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1. **AD HOC, EMERGENCY AND OTHER SERVICES REQUIREMENTS**

**Ad Hoc Requirements:** The UPSS providers shall have the capability to provide additional guardcoverage during special events and emergency situations to protect UNSMS organization facilities, employees, property and guests, as requested by the UNDSS.

8.1 **Quick/Emergency Response Team:** The UPSS providers shall have the capability to provide aQuick/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 providers shall have the capacity to respond to fire and medical emergencies with dedicated response teams, which are equipped and trained to render adequate assistance.

8.2 **International Recruited Personnel Residences:** As an option, the UPSS providers is requestedto provide hourly rates for guards to be posted at the UNSMS organization’s international personnel residences located outside the main UNSMS organization compounds throughout the country. This requirement will not be part of the main contract between the UNSMS organization and the UPSS providers.

8.3 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 providers 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 UNSMS organization’s international personnel may approach the UPSS providers directly and enter into a contract on an individual basis with the UPSS providers and obtain the same level of services and supervision as outlined in this SOW.

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1. **PRE-EMPLOYMENT SCREENING5**

9.1 The UPSS providers shall conduct an investigation of the reputation and character of each employee applying to work under this contract. The UPSS providers shall not assign personnel to this contract until the investigation is complete and the results determined to be favorable. Favorable, 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 providers shall maintain the results of the investigation during the life of the contract. 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:

1. 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;
2. An employment check going back five years or to the applicant’s 18th birthday, whichever period is shorter; and
3. A check of at least three personal references.

9.2 The UPSS providers must maintain, at a minimum, the following documents in the personnel record of each employee assigned to work at the UNSMS organization facility:

1. Individual performance record;
2. Work application and supplemental data (copy of national identity card or other positive form of identification);
3. Background investigation information;
4. Individual training records;
5. Photograph; and
6. One set of fingerprints.

9.3 The UPSS providers 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 UNDSS.

1. UNSMS, “Guidelines on the Use of Unarmed Private Security Services”, Section E 13-16

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1. **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.

10.1 The UPSS providers shall remove any of its employees from UNSMS organization buildings or properties upon determination that such employees are found to be unfit for the performance of security duties. The UNSMS organization 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 UNSMS organization’s 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.

10.2 The UPSS providers 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 UNDSS. The following, but not limited to, may be considered as demonstrating unfit performance:

1. Knowingly and/or willfully violating General, Post, Supervisory or Special Orders;
2. Failing to demonstrate courtesy and good manners toward UNSMS organization employees, visitors, guests or the general public. (Not displaying a respectful and helpful attitude in all endeavors will be cause for removal from a post. Continued complaints shall be cause for removal from the contract.);
3. Unauthorized use of UNSMS organization property, including telephones, communications equipment, security equipment, radios, credit cards or vehicles. The UPSS providers shall reimburse the UNSMS organization for any loss, abuse or misuse of such property;
4. Leaving disturbing papers on desks and opening desk drawers or cabinets for any reason other than a bona fide security reason;
5. Falsifying, unlawfully concealing, removing, mutilating or destroying any official documents or records;
6. Concealing material facts by willful omission from official documents or records;
7. Disclosing UNSMS organization proprietary information or making any unauthorized news or press releases regarding the UNSMS organization’s personnel or operations;
8. Disclosing duty assignment(s), particularly manpower, security precautions or procedures, except to persons authorized to have such knowledge or as approved by the

UNDSS;

1. UNSMS, “Guidelines on the Use of Unarmed Private Security Services”, Section G

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1. 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.
2. Conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the UNSMS organization’s security program;
3. Willfully violating UNSMS organization security procedures or policies;
4. Abandoning post prior to proper relief;
5. Displaying disorderly or immoral conduct, e.g., using abusive or offensive language, quarreling, intimidating by words or actions, fighting or otherwise participating in disruptive activities;
6. Gambling or unlawfully wagering or promoting gambling in any UNSMS organization building or on UNSMS organization property;
7. Carrying a firearm, pepper spray or any other weapon on their person, without explicit approval of UNDSS, while on UNSMS organization property, even though such carriage may be legal in the jurisdiction where assigned;
8. Using UNSMS organization issued identification improperly;
9. Knowingly giving false or misleading statements or concealing material facts in connection with reports or records relating to investigative proceedings;
10. Knowingly making false statement(s) about other contract employees, UNSMS organization employees or the general public;
11. Involvement in any form of discrimination or sexual harassment of other contract employees, UNSMS organization employees, visitors or members of the public while on UNSMS organization property;
12. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders;
13. Eating, smoking or drinking while on post, or taking breaks in any location except those designated as authorized break areas;
14. 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 UNSMS organization and the UPSS providers. Accepting relief by an individual known or suspected to be under the influence of alcohol or drugs shall require the UPSS providers to suspend and/or remove both employees from the contract;
15. Vandalizing or intentionally damaging the UNSMS organization’s property through direct action or negligence;
16. Failure to cooperate with the UNSMS organization or UPSS providers authorized investigation.
17. Excessive absenteeism or tardiness; or
18. Soliciting or collecting monetary contributions during work time.
19. **UNIFORMS**

11.1 All UPSS personnel assigned as security guards to UNSMS organization buildings and properties shall wear properly fitted uniforms when on duty. The UPSS provider

shall ensure the security guards possess a sufficient number of uniforms so as to result in a professional appearance. 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 providers for remedial action.

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1. **TRAINING7**

12.1 The UPSS providers shall provide initial training and orientation to all security personnel prior to their assignment to any UNSMS organization 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:

1. Rules on the use of force including restraints and detainment authorities and limitations;
2. International humanitarian law and human rights law as well as applicable host country laws;
3. Handling complaints by the civilian population, in particular by transmitting them to the appropriate authority;
4. Measures against bribery, corruption and other crime;
5. United Nations Standards of Conduct for the International Civil Service and the zero-tolerance policy on sexual exploitation and abuse; and
6. Religious, gender and cultural issues and respect all populations and ethnicities.

12.3 The UPSS providers shall provide initial and periodic in-service training for security personnel to be agreed upon between UNDSS and the UPSS providers. The content and duration of such training shall also be determined between the parties. The UPSS providers 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 providers shall include initial and recurring training and familiarization for the subjects listed below for all personnel assigned to this contract.

7 UNSMS, Guidelines on the Use of Unarmed Private Security Services, Section I

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1. 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;
2. Identity checks – what constitutes valid identity, spotting false identity cards, etc.;
3. Basic search techniques – including those for pedestrians, vehicles and packages;
4. Conduct of perimeter patrols;
5. Actions to take when approaching a suspicious person(s);
6. Actions to take when there is a belligerent visitor;
7. Emergency response and evacuation procedures;
8. Routine and emergency communications procedures;
9. Police and fire liaison;
10. Cardiopulmonary Resuscitation (CPR);
11. Basic first aid instruction;
12. Civil and criminal liability issues;
13. Use of force and limitations, including citizens’ apprehension8 authorities;
14. Legal authorities and limitations;
15. Professional behaviour and public relations;
16. Communication, e.g., verbal, written and telephonic;
17. Radio protocol, procedures and discipline;
18. General, Post and Special Orders and other directives;
19. Handling of bomb threats and building evacuation procedures;
20. Safeguarding proprietary information;
21. Found property procedures;
22. Basic report writing;
23. Observation techniques, to include basic counter-hostile surveillance;
24. Guard force supervision;
25. Supervision and approval of reports;
26. Incident investigations and reports;
27. Standards for uniforms, personal dress and bearing; bb. Post inspection procedures;

cc. Employee motivation;

dd. Fundamentals of intrusion alarm systems, CCTV, recorders and manual or electronic guard monitoring equipment;

ee. 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

ff. Operation and use of fire extinguishers and other fire suppression equipment located on the UNSMS organization properties.

1. Apprehension, sometimes referred to as detention, is the temporary holding by force of an aggressive or non- compliant person by security guards to be immediately handed over to local police authorities. All such actions must be compliant with the United Nations Use of Force Policy and host Government laws. See annex A to SOW, General Orders at paragraph 15*.*

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1. **MERGENCY DRILLS**

13.1 The UPSS providers 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 organization operations.

13.2 The UPSS providers shall ensure that all employees maintain the required state of readiness to respond to these drills and to actual emergencies.

13.3 The UPSS providers shall conduct such drills at least each quarter or more frequently if directed by the UNSMS organization. The UPSS providers shall conduct some of these drills during hours of darkness.

13.4 The UPSS providers 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 providers shall document the nature, scope and results of all drills and provide such records to UNDSS upon completion.

13.6 The UNSMS organization may provide post specific training for UPSS staff, as deemed appropriate.

Post specific training provided by UNSMS organization shall not be separately invoiced.

1. **CONTRACT MANAGEMENT AND TRANSITION**

14.1 The UPSS providers shall designate a UPSS providers’s Representative as the focal contact person on all matters relating to this contract.

14.2 The UPSS providers’s recruitment, hiring and deployment of personnel will be in accordance with applicable rules, regulations and laws and the contract.

14.3 The UPSS providers shall within five working days from the date of the contract award, provide the UNSMS organization 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 UNSMS organization in its sole discretion.

14.3 The UPSS providers 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 providers and copies of the Post Orders will be maintained at each post. The UPSS providers shall maintain and update all Orders as necessary.

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1. **QUALITY ASSURANCE PROGRAM9**

15.1 The UPSS providers 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 providers 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 UNSMS organization buildings and properties shall be at least equal in qualifications and training to regularly assigned personnel, as specified in this SOW. The UPSS providers shall not assign personnel who have not completed a favorable background investigation.

15.5 The UPSS providers 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 providers Furnished Property herein. The device shall be used by the guards to conduct tours, patrols and security checks of UNSMS organization buildings and properties. The records of these devices will be inspected by the UPSS providers, at a minimum, on a weekly basis. The UPSS providers shall take corrective and, as necessary, disciplinary action against those guards who are not performing their duties. The UPSS providers’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 providers 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 providers to UNDSS. UNDSS shall be permitted to review these inspection records for completeness and accuracy upon request.

15.7 The UPSS providers shall ensure that all guards assigned to this contract will be relieved for breaks necessary for rest, meals and personal hygiene.

1. UNSMS, “Guidelines on the Use of Unarmed Private Security Services”, Section I

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15.8 This contract is a key element of the UNSMS organization’s Security Risk Management process and demands that the UPSS providers comply fully with the contract terms and conditions. The UPSS providers may only bill for hours worked. For an unmanned post not only is the UPSS providers prohibited from billing for such services, but the UNSMS may assess a further deduction as outlined in the attached Key Performance Indicators (annex 3A). When the UPSS providers fails to provide the services required by this contract, the UNSMS organization shall assess a deduction for unacceptable or non-performance as outlined in the KPI. The UPSS providers shall deduct the appropriate amount from the next monthly invoice submission accordingly.

15.9 The UPSS providers shall use the attached KPIs (annex 3A) to assist in monitoring and documenting performance.

1. **ORIENTATION MEETING**

16.1 UNDSS will provide orientation to the UPSS providers on matters unique to UNSMS organization 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 providers with the following documentation and/or information to facilitate the implementation of the guard contract:

* 1. Instructions and directives for operating security equipment, if any, furnished by the UNSMS organization under the **List of UNSMS organization Furnished Property herein**;
  2. 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;
  3. The locations and hours of guard posts as well as the expected duties of assigned security personnel consistent with the SOW;
  4. Specific policies and procedures for responding to emergency alarms, bomb threats, suspected incendiary devices and other potential threats and hazards; and
  5. Locations of any assembly sites used by the UNSMS organization 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.

1. **POST ORIENTATION MEETING**

17.1 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 providers shall provide the UNSMS organization with proof of insurance at this time.

1. **LIST OF UPSS PROVIDERS FURNISHED PROPERTY**

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

1. **Communications Equipment** –The UPSS providers shall furnish all communicationsequipment required for the performance of this contract. Such equipment includes base

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stations, hand-held units, cellular telephones and related items that may be required for communication with the UPSS providers’s operations center by the Security Manager, Security Supervisor and guards assigned to the UNSMS organization Communications Center. Maintenance and repair of all such communications equipment will be the responsibility of the UPSS providers. The UPSS providers shall be responsible for obtaining and maintaining any permits or authorizations necessary to operate such equipment and as required by law or regulation;

1. **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;
2. **Guard Monitoring Devices** –The UPSS providers shall furnish and maintain guardmonitoring devices at each guard post to validate guard rounds, patrols and other security checks. The UPSS providers 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 providers shall be responsible for the maintenance and repair of these devices; and/or
3. **Direct Phone/Alarm Line** (via radio transmitter preferred) with the main security centerof the UPSS providers. 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.

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1. **LIST OF UNSMS ORGANIZATION FURNISHED PROPERTY (NON- EXHAUSTIVE)**

19.1 The UNSMS organization shall provide the following equipment or materials:

* 1. Copies of relevant security policies and practices; and
  2. 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

1. **ADJUSTMENT OF POST/POSITIONS**

20.1 The UNSMS organization 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.

1. **BILLING AND PAYMENT TERMS**

22.1 The UPSS providers shall submit monthly invoices no earlier than the 1st day of each month and no later than the 5th day of each month for the services rendered in the preceding month. The UNSMS organization processes payments within 30 days of receipt of a correct invoice and approval by UNDSS.

22.2 The UNSMS organization reserves the right to adjust payments pro rata if the service is not rendered in accordance with the conditions of the contract or any other annexes (e.g., the Guard Schedule). Furthermore, the UNSMS organization shall not pay any duplicate time spent by the UPSS providers on any assignment as a result of its staff changes or inefficiencies.

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

**UNSMS ORGANIZATIONS, South Africa GUARD**

**INSTRUCTIONS**

**GENERAL ORDERS10**

1. **PURPOSE:**

1.1 General Orders: General Orders for the guard force provide directions and instructions of general application to all members of the guard force at all posts. Each member of the guard force is responsible for being fully familiar with and responsive to the General and Site Specific Post Orders. These orders will not be modified or revised without the written authority of the Contract Officer.

1.2 Failure to comply with any General Order will result in the permanent removal from the contract of the delinquent guard.

1. **MISSION:**

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

1. **MANNER OF PERFORMANCE OF DUTY AND UNIFORM:**

3.1 Guard personnel will be firm yet courteous, efficient and tactful at all times while in the performance of their duties. They will never engage in arguments with any person and will refer disagreements and misunderstandings to their Supervisor and UNDSS. They must read, fully understand and comply with all General and Site Specific Post Orders.

3.2 Guard personnel will, at all times, maintain a neat and clean appearance and, while on duty, be fully dressed in the prescribed guard uniform and equipment. Uniforms must be neat and serviceable, without rips, tears, patches, holes or other discrepancies. Assigned equipment shall be presentable and functioning. Guards will maintain their post in a neat and tidy manner. The guards and post will remain subject to inspection by UNDSS at any time.

1. UNSMS, “Guidelines on the Use of Unarmed Private Security Services”, Section G 28a

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3.3 The guards must not participate in or support any activities which would be disruptive to the performance of their duties or would decrease the efficiency of the guard force operation.

3.4 Guard personnel will perform only those security duties identified by the guard UPSS providers and UNDSS. Guards will not perform any other non-security related or unauthorized functions during duty hours or acts which distract the guard from his/her intended purpose.

3.5 Where appropriate, guards will maintain, in a neat, orderly and legible fashion, all logbooks, ledgers, record books, incident reports or any other written record of duties performed or of any security event.

3.6 Guard personnel will not offer or divulge any information about UNSMS organization operations or personnel to anyone, including any Government of South Africa authorities. Guards will report immediately to their Supervisor and UNDSS after any attempt by individuals to solicit information regarding UNSMS organization personnel or facilities. Reports will be given verbally and through official incident reports.

3.7 The relief guard will take complete charge of duties from the guard being relieved, including the post logbooks and all other equipment maintained at the post. Guards will not abandon their post until properly relieved.

3.8 Guards will brief and pass on any special instructions to their relief guard concerning outstanding or significant events that occurred during the previous shift.

3.9 Guards will be alert to their surroundings and immediately report to their supervisor any suspicious activity, which may be vehicles or individuals acting in a suspicious manner.

3.10 Guard personnel will control access to UNSMS organization facilities and properties, protect life, maintain order and resist criminal attacks against mission personnel, visitors, dependents and property. In addition, guards will, as outlined in Site Specific Post Orders, resist any other form of violent attacks, including terrorist attacks, against the same all in accordance with the UNSMS organization’s policies.

3.11 Guard personnel will intercept, identify and make the proper log of entries for visitors and other appropriate persons to UNSMS organization facilities. Further, guards will conduct inspections of persons, property and vehicles; confiscate unauthorized items; and issue appropriate access control grounds passes according to established policies. Prohibited items (including explosive devices, flammable liquids, firearms and edged weapons) are never allowed into a UNSMS organization without express approval from UNDSS.

3.12 Guards will ensure that only authorized persons displaying a valid form of identification and legitimate visitors enter the area they are assigned to protect.

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

3.13 Guard personnel will conduct periodic, non-routine inspections of their area of responsibility and immediately report any unusual incidents or circumstances, or emergency situation to their Supervisor and UNDSS.

3.14 Guards will not leave their assigned post until a relief guard properly relieves them.

3.15 Guard personnel will maintain a high standard of professionalism while on duty. Guards will be polite and courteous in the performance of their duties. They will not use abusive language, be late for work or be inattentive. Guard personnel will not act in any manner detrimental to the reputation of their company or the UNSMS organization.

3.16 Guard personnel at UNSMS organization facilities must be able to demonstrate a working knowledge of the UNSMS organization’s emergency action plans (fire, bomb, intruder, etc.). Basic training in emergency action response will be the responsibility of the UPSS providers.

3.17 Guard personnel will comply with all orders or instructions given to them by their supervisors and UNDSS.

3.18 Guards will not abuse their authority for personal or monetary gain.

3.19 Guard personnel will not gamble or engage in any illegal activity while on duty or in uniform.

3.20 Off-duty guards shall not loiter or be present at any post outside their regularly scheduled shift hours.

3.21 Guard personnel will not provide information about UNSMS organization personnel or facilities to anyone without the specific approval of UNDSS.

1. **GUARD CONDUCT:**

4.1 *GENERAL AND SITE SPECIFIC POST ORDERS.* The guards will follow the GeneralOrders and the Site Specific Post Orders for each guard post.

4.2 *REPORT FOR WORK.* Guard personnel will be punctual in reporting for duty at the start ofeach shift. Oncoming guards will report to their posts on time and prepared to assume duties at their assigned posts.

4.3 *HONESTY.* The guards willnotremove anyitemfrom an office, room,residence or facility,except under the direction of his or her supervisor or UNDSS.

4.4 *PROPER USE OF OFFICIAL TIME.* Guards willremainalert and vigilant atalltimes. Theywill not nap or sleep, engage in personal conversations in person or on

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

4.5 *RESPONSIBILITY FOR ASSIGNED UNIFORMS AND EOUIPMENT.* Guards are responsible forthe uniforms and equipment assigned to them and for property in their custody. The guards will wear clean, neat and complete uniforms while on duty.

Any discrepancies will be subject to corrective action by UNDSS.

4.6 *SUPPORT OF UNSMS ORGANIZATION AND HOST GOVERNMENT RELATIONS.* The guardsmust not become involved in activities which would prompt public criticism or cause discredit or interference with the UNSMS organization/host Government relations.

4.7 *PERSONAL ACTIVITY ON POST.* Guards will notengage inany unofficial business on post(i.e., soliciting, canvassing, peddling, sales promotion of a commercial item, loan money for interest, etc.). Any discrepancies will be subject to corrective action by UNDSS and cause for immediate dismissal.

4.8 *SEXUAL HARASSMENT.* Guard personnel will not engage in any conversation or activitywhich may be interpreted as sexual harassment against members of the same or opposite sex.

4.9 *COUNTERMANDING OF ORDERS.* Any countermanding of ordersbyanyoneotherthan theContract Officer or his designated representatives must be reported to a Supervisor and

UNDSS.

4.10 *GUARD* *POST LOGS.* Guards will maintain the post log upon assuming duty, during the time assigned and at the time of relief as prescribed in the General Orders.

4.11 *INCIDENT REPORTS.* Guards will immediately prepare an incident report after observing a security incident and forward the report to UNDSS or his designee. The incident report is given to the Supervisor during post inspection. Report any possible security incident and anything requested by UNDSS.

4.12 *REPORT TO THE CONTRACT OFFICER.* Guards will report immediately to UNDSS, through the supervisor, any attempt to elicit information regarding the UNSMS organization or its personnel.

4.13 *SURVEILLANCE* *DETECTION.* Guards will be aware of surveillance attempts directed at UNSMS organization facilities and personnel. Information regarding surveillance will be entered in the logbook and an incident report will be prepared. The Supervisor and UNDSS will be notified immediately.

1. **ALCOHOLIC BEVERAGES, NARCOTICS AND DANGEROUS DRUGS:**

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

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

5.2 Relief by an intoxicated person is prohibited. Guards will not allow themselves to be relieved and will immediately notify their supervisor if a guard has reason to believe that their relief is intoxicated.

5.3 The use of controlled substances, such as narcotics or dangerous drugs (e.g., marijuana, hashish, etc.), at any time by members of the guard force is strictly prohibited. Any guard who is observed using or is in possession of any controlled substance shall be removed from the UNSMS organization’s contract immediately.

5.4 When a guard is required to take medication on the order of his/her physician, the guard supervisor must be notified. If it is determined that such medication may adversely affect the guard's ability to perform his/her duties, the guard will be prohibited from being assigned to a post.

1. **ROLL CALL TRAINING:**

6.1 Roll call training will be conducted for 10-20 minutes when guards report for duty. The

training should emphasize retention of learned skills and should pass on relevant information for the performance of duty that day. The UPSS providers is responsible for ensuring that this training occurs.

1. **POST LOGS:**

7.1 Each guard post has a post log, provided by the UPSS providers. Post logs provide specific instructions relating to the guard service to be provided at the guard post. It is the responsibility of each guard assigned to maintain the post log in the following manner.

7.1.1 Upon assuming duty, the guard must enter the time, date and his/her name.

7.1.2 Upon assuming duties at a post, the relief guard will inspect the post to ensure that all guard equipment and supplies are present and that all guard/security equipment is in good working condition. Such equipment may include telephones, radios, flashlights, vehicle inspection mirrors, hand-held metal detectors (HHMD), walk-through metal detectors (WTMDs), CCTV monitors and anti-ram vehicle barriers. Any malfunctioning or broken security equipment will be noted in the post log and will be reported to a supervisor immediately and an incident report prepared.

7.1.3 During the time assigned to the post, the guard is required to note the time and make an entry regarding any event considered to be of a security nature. For example: an attempt to enter the facility or destroy UNSMS organization property or direct attacks by force on the guard post or guard personnel.

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7.1.4 Where any security event occurs, guards must:

* 1. Notify the Supervisor and others as instructed in the Post Orders;
  2. Take appropriate emergency or reactive countermeasures;

1. Make the appropriate entry in the post log;
2. Prepare an incident report; and
   1. Report orally to the Supervisor at the time of the next post inspection and provide him/her with the incident report.

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

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

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

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

1. **RESPONSIBILITIES OF THE SHIFT SUPERVISOR:**

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

8.1.1 Inspect the guard post;

8.1.2 Examine the post log;

8.1.3 Enter the time; and

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

1. **OFFICIAL INCIDENT REPORT:**

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

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9.2 An incident report will be prepared as a supplemental report to the required entries in the post log. In no case will they be used in lieu of an entry in the post log.

9.3 It is important that all available information be recorded. Frequently, this is the sole source of information on which a more complete investigation can be based. Accuracy is of prime importance in all cases. Where feasible, guard personnel shall obtain and note the full name, complete date of birth and contact information of any personnel (except the personnel of the UNSMS organization, guard company or police) referred to in an incident report.

9.4 When it appears that immediate action is required concerning any incident that arises, the guard supervisor, the guard on duty and UNDSS will be notified at once.

1. **IDENTIFICATION OF PERSONS:**

10.1 All personnel of the UNSMS organization are required to show proper identification or authorization before being permitted to enter the UNSMS organization facility or perimeter environs.

10.2 All visitors must have approved access to the UNSMS organization compound and be issued visitor badges – these can either be approved by UNDSS or UNSMS organization personnel. Proper identification from the visitor is required to receive a UNSMS organization visitor ID badge.

10.3 The process will follow the specific procedures established by the UNSMS organization for the facility.

1. **TELEPHONE AND RADIO COMMUNICATION:**

11.1 Any guard who is on duty and handling official telephone calls or inquires will be courteous and polite and assist the caller if possible. All official information calls and inquires will be referred to the proper person or UNDSS.

11.2 Request from host government law enforcement agencies concerning personnel will be

referred to UNDSS. UPSS personnel are not to release any information on UNSMS personnel.

11.3 If persons other than UNSMS organization employees request telephone numbers, the guard will take the caller's name and telephone number and advise the caller that the employee will call the individual back (i.e., to the caller's office or home phone number). If further information is requested, the caller will be referred to UNDSS.

11.4 The telephones located at guard posts and radios issued to the guards or the guard posts will be used for official business only.

1. **REMOVAL OF UNSMS ORGANIZATION PROPERTY:**

12.1 The guards will be observant of all employees or visitors departing the UNSMS

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organization to prevent unauthorized removal of any UNSMS organization property. Guards will investigate the removal of property from the UNSMS facility in strict accordance with the procedures established for that facility.

1. **SAFEGUARDING OFFICIAL INFORMATION, RECORDS AND DOCUMENTS:**

13.1 The guards must not disclose official information, records and documents to unauthorized personnel. Guards will neither discuss the nature of their duties nor repeat to others what they may have seen or heard while on duty, except as necessary to conduct their duties.

Guards will provide correct and valid information and documents acquired in connection with their duties only to their immediate supervisors or UNDSS or his designee. Should unauthorized personnel question guards as to their duties, the guard will immediately bring the matter to the attention of the Contract Officer or designee through the Guard Supervisor.

1. **THE USE OF FORCE:**

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

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

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

1. **APPREHENSION OF INDIVIDUALS11**

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

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

1. **FIRE PREVENTION AND REPORTING:**

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

1. Adapted from the International Code of Conduct for Private Security Providers’

Associatio*n* (ICoCA), Apprehension at paragraph 34.

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

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

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

*16.1.2* *Preventive Measures:*

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

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

1. Fire Department (within the United Nations and/or local)
2. The Guard Supervisor and the Contract Officer through the Supervisor.

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

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

1. **BOMBS, INCENDIARY DEVICES AND FIREARMS:**

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

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

17.2 Under no circumstances should guards touch or in any way disturb suspicious articles or packages. **DO** **NOT TOUCH** or move any item suspected to be a bomb or incendiary device. Guard(s) should stand by (at a safe distance from the item) to prevent it from being touched or disturbed by other persons. Employees working in the area where a suspicious article or package is located should be evacuated until the cause of the danger is removed. The general rule to follow is to clear the immediate area and call the appropriate authorities.

17.3 Explosive disposal assistance can be obtained by calling UNDSS or designee.

17.4 If a guard(s) receives a bomb threat, the guard will try to determine where the bomb is located, when the bomb is set to detonate, what it looks like, who placed the bomb and why the bomb was placed. The most important information is when the bomb is set to detonate and where the bomb is located. Guards must use the bomb threat reporting form as guidance. Other information like the description of the voice and the background noise is important for the guard to determine. This information will be reported in the post log and an incident report will be prepared. After the guard obtains as much information as possible regarding the threat, the guard should immediately contact the Guard Supervisor and UNDSS or his designee through the Supervisor.

17.5 Should a bomb explode on or near the guard post, keep the area clear of people.

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

17.6 The guards will not allow anyone to enter the UNSMS organization official facilities who has

an open or concealed firearm, knife, explosive or any other type of weapon in his/her possession except for authorized UNSMS organization personnel. The guards will be especially watchful for attempted entry of firearms or explosives under cover. In the event that such devices are detected, the guard will immediately report it to the Supervisor on duty and UNDSS through the Supervisor.

1. **CHEMICAL/BIOLOGICAL ATTACK AWARENESS AND COUNTERMEASURES:**

17.1 All guard personnel shall stay alert for indications of chemical/biological attack or agent, which could include the following:

1. Unexplained dead or dying animals in the area;
2. Unusual liquid sprays or vapour or suspicious devices;

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1. Unexplained droplets or oily film on surfaces;
2. Unexplained odours or low flying clouds/fog unrelated to weather, some of which would be similar in scent to bitter almonds, peach kernels, newly mown hay or green grass;
3. A large number of strange insects or vermin not typical for the time of day or year;
4. Individuals displaying symptoms of nausea, difficulty breathing, convulsions, disorientation or patterns of illness inconsistent with natural disease, unexplained blisters or rashes or sudden difficulty in seeing, especially dimness of vision while in broad daylight; and/or
5. Unexplained casualties.

17.2 If any of the conditions identified above is discovered, the guard(s) must immediately clear the area and notify the Guard Supervisor and UNDSS or his designee through the Supervisor.

1. **QUESTIONS**

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

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

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

1. The following clauses apply for services and equipment required to be provided by the UPSS providers, as referenced in annex D of this Scope of Work.
   * 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 providers comply fully with the contract terms and conditions. The UNSMS monitors the UPSS providers's performance for this purpose.
     2. Failure to Provide Services. As with any time-and-materials contract, the UPSS providers may only bill for hours worked. For an unmanned post, not only is the UPSS providers 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.
     3. When the UPSS providers fails to provide the services required by this contract, the UNSMS shall assess a deduction for each instance of unacceptable performance or non-performance as described in annex C of this Scope of Work. The UNSMS shall deduct the amounts from the next monthly invoice payment.
     4. 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.

* 1. This contract may also contain line items for vehicles and communications equipment. These line items are paid at a fixed monthly rate. The matrix reflects the deductions for unacceptable services under these line items. These deductions reflect a pro rata deduction from the monthly rate.
  2. Computation of UNSMS Deduction Rate. The deduction value is based on the estimated cost for the UNSMS to provide that service in the absence of a contract employee or the additional administrative time for the UNSMS. Deduction rates are quoted in US dollars, however, they may be paid in local currency based on the published UNSMS currency conversion rates for the month of the infraction.
  3. The UNSMS reserves the unilateral right to modify the contract for the purpose of changing this rate with 30 days’ notice. Changes will occur only to reflect changes in the cost on which the hourly rate is based.
  4. The acceptable quality and deduction guidelines do not imply that the UPSS providers 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 providers and the UNSMS shall invoke the deduction value for that deficiency.

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**Tool 1 Key Performance Indicators for UPSS providers Performance**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **Key Performance Indicators** | |
|  | **KPI** | **Manning: All posts specified in the contract to be manned at all times.** | |
|  | **1** |  |  |
|  |  | Method of measurement | UPSS providers 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 providers immediately for |
|  |  |  |  |
|  |  | Exceptions to KPI (data not included in measurement of | Considerations not under the control of UPSS providers—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** | **Manning: All staff are vetted, trained, equipped and hold work permits and licenses in accordance with contract requirements.** | |
|  | **2** |  |  |
|  |  | 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 measurement of | Considerations not under the control of UPSS providers—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. |
|  |  |  |  |

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|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | 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** | **Manning: Requests for emergency and additional personnel are addressed immediately by UPSS providers’s management and** | |  |  |
| **3** | **accommodated within contract requirements.** |  |  |  |
|  | Frequency of measurement and reporting | Discrepancies reported to UNDSS. KPI scoring | |  |
|  |  | monthly. | |  |
|  | Source data | Reported discrepancies. | |  |
|  | Calculation | Number of discrepancies reported by UNDSS. | |  |
|  | Definition of KPI elements | Individual discrepancies reported. | |  |
|  | Exceptions to KPI (data not included in measurement of | Considerations not under the control of UPSS providers—case–by-case basis. | |  |
|  | Target performance - Green | No discrepancies. | |  |
|  | Amber | 1 reported discrepancy. | |  |
|  | Red | 2 or more reported discrepancies. | |  |
|  |  | | |  |
| **KPI** | **Compliance: UPSS providers performance does not deviate from contract requirements and established procedures without proper** | |  |  |
| **4** | **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 measurement of | Considerations not under the control of UPSS providers–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** | **Compliance: Professional appearance of guards and their uniforms/equipment; attitude/behaviour of guards.** | |  |  |
| **5** |  |  |
|  |  |  |  |
|  | Method of measurement | Lapses in compliance with professional appearance and behavioural standards. | |  |

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|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | 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 | Considerations not under the control of UPSS providers—case-by-case basis. |  |  |
|  | KPI) | 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** | **Compliance: Complaints investigated and dealt with in a timely manner.** | |  |  |
| **6** |  |  |
|  |  |  |  |
|  | Method of measurement | All complaints received by the UPSS highlighted and initially reported to the |  |  |
|  |  | organization within 24 hours. |  |  |
|  |  |  |  |  |
|  | Frequency of measurement and reporting | A full report on the investigation into the complaint received by the organization |  |  |
|  |  | within 5 working days. |  |  |
|  |  | KPI scoring monthly. |  |  |
|  |  |  |  |  |
|  | Source data | Complaint reporting. |  |  |
|  | Calculation | Number of complaints not investigated and dealt with in a timely manner. |  |  |
|  | Definition of KPI elements | Reporting to include any findings, resultant disciplinary actions and preventative |  |  |
|  |  | measures, within specified timelines. |  |  |
|  |  |  |  |  |
|  | Exceptions to KPI (data not included in measurement of | 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** | **Operations: Entry control** |  |  |  |
| **7** |  |  |  |
|  |  |  |  |
|  | Method of measurement | No unauthorized personnel are admitted to Organization properties/facilities. |  |  |

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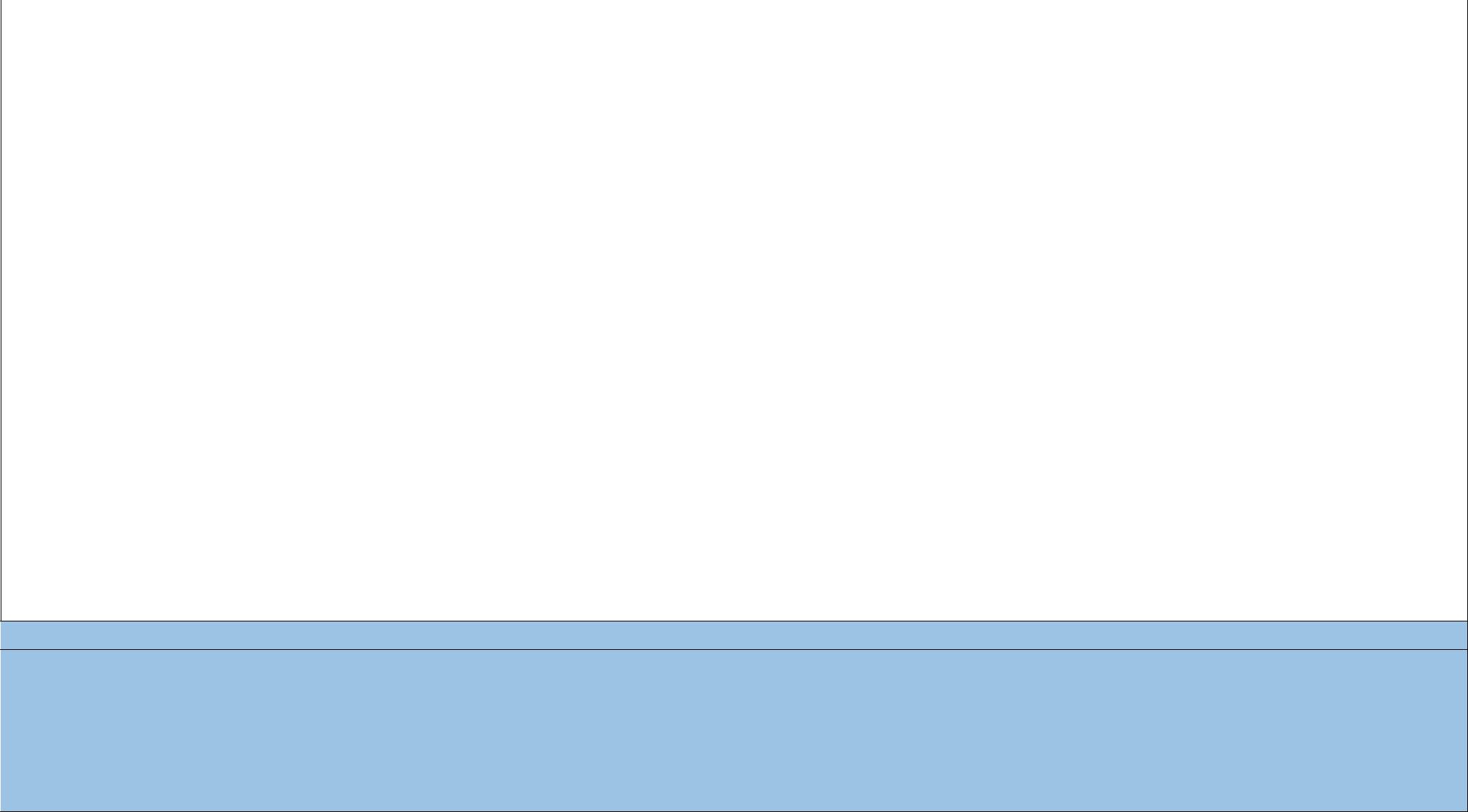
|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Frequency of measurement and reporting | As per Serious Incident Reporting timelines. Incidents must initially be reported |  |  |
|  |  | within 30 minutes of the incident being discovered, with a written report provided |  |  |
|  |  | within 24 hours. |  |  |
|  |  | KPI scoring monthly. |  |  |
|  |  |  |  |  |
|  | Source data | Serious Incident Reports. |  |  |
|  |  |  |  |  |
|  | Calculation | Number of incidents reported. |  |  |
|  | Definition of KPI elements | Total incidents reported. |  |  |
|  | Exceptions to KPI (data not included in measurement of | Considerations not under the control of UPSS providers—case-by-case basis. |  |  |
|  | Target performance - Green | No incidents. |  |  |
|  | Amber | N/A |  |  |
|  |  | 1 or more incidents. |  |  |
|  | Red |  |  |
|  |  | |  |  |
| **KPI** | **Operations: All emergency alarms are responded to immediately in accordance with established procedures and contract requirements.** | |  |  |
| **8** |  |  |  |  |
|  | Method of measurement | Reported discrepancies relating to emergency alarms. |  |  |
|  | Frequency of measurement and reporting | Discrepancies reported to UNDSS. KPI scoring |  |  |
|  |  | monthly. |  |  |
|  | Source data | Reported discrepancies. |  |  |
|  | Calculation | Number of discrepancies reported by UNDSS. |  |  |
|  | Definition of KPI elements | Individual discrepancies reported. |  |  |
|  | Exceptions to KPI (data not included in measurement of | Considerations not under the control of UPSS providers—case-by-case basis. |  |  |
|  | Target performance - Green | No discrepancies. |  |  |
|  | Amber | N/A |  |  |
|  | Red | 1 or more reported discrepancies. |  |  |
|  |  |  |  |  |
| **KPI** | **Operations: Serious Incident Reports must be submitted to the organization in a timely manner.** | |  |  |
| **9** |  |  |
|  |  |  |  |
|  | 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. |  |  |

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|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Definition of KPI elements | Reports must include a full description of the incident. Investigation reports must |  |  |
|  |  | include causal factors and any corrective action. |  |  |
|  |  |  |  |  |
|  | Exceptions to KPI (Data not included in measurement of | Considerations not under the control of UPSS providers—case-by-case basis. |  |  |
|  | Target performance - Green | All timelines are met. |  |  |
|  |  |  | |  |
|  | Amber | N/A | |  |
|  | Red | Timelines are not met. | |  |
|  |  |  |  |  |
| **KPI** | **Training: All staff to achieve training requirements as stipulated in the contract.** | |  |  |
| **10** |  |  |
|  |  |  |  |
|  | 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 measurement of | Considerations not under the control of UPSS providers—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** | **Training: Guard communication skills** |  |  |  |
| **11** |  |  |  |
|  |  |  |  |
|  | 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 | |  |

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|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | Exceptions to KPI (data not included in measurement of | Considerations not under the control of UPSS—case-by-case basis. Complaints subject |  |  |
|  |  | KPI) | to reasonableness and assessed by UNDSS. |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |
|  |  | Target performance - Green | No incidents and 100% compliance with contract language standards. |  |  |
|  |  |  |  |  |  |
|  |  | Amber | 1 reported incident and 95-99% compliance with contract language standards. |  |  |
|  |  |  |  |  |  |
|  |  | Red | 2 or more reported incidents and < 95% compliance with contract language |  |  |
|  |  |  |  |  |  |
|  |  |  |  | |  |
|  |  |  | standards. | |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | **KP** | **Equipment: Critical equipment to be accounted for on a regular basis.** | |  |  |
|  | **I** |  |  |
|  |  |  |  |  |
|  |  | Method of measurement | Monthly equipment returns and random inspection/audit of the organization- | |  |
|  |  |  | owned assets and UPSS assets assigned to the contract. | |  |
|  |  | Frequency of measurement and reporting | Monthly equipment checks along with confirmation checks of radios, tracking | |  |
|  |  |  | devices, personal protective equipment (PPE), all other serial numbered | |  |
|  |  |  | operational equipment and government registered or otherwise sensitive | |  |
|  |  |  | equipment. | |  |
|  |  | Source data | Equipment registers and accountancy checks. | |  |
|  |  | Calculation | Serviceable and accounted for items / Full item list x 100 | |  |
|  |  | Definition of KPI elements | The theft, loss or damage of mission critical assets, defined as: vehicles, | |  |
|  |  |  | communications equipment, trackers and GPS systems, body armour and helmets, | |  |
|  |  |  | weapon systems and ammunition, and high value and attractive items are to be | |  |
|  |  |  | recorded and investigated in full. | |  |
|  |  | Exceptions to KPI (data not included in measurement of | Considerations not under the control of UPSS providers—case-by-case basis. | |  |
|  |  | Target performance - Green | All Equipment accounted for 100% of the time. | |  |
|  |  |  |  |  |  |
|  |  | Amber | 1 - 5% of equipment unaccounted for 95-99% of the time. | |  |
|  |  |  |  |  |  |
|  |  | Red | > 5% of equipment unaccounted for < 95% of the time. | |  |
|  |  |  |  |  |  |



**Method of calculation of applicable performance credits on the monthly invoice:**

**KPIs 1 - 12 to be reviewed jointly by the Contract Officer and UPSS providers 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%**

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

**USE OF FORCE POLICY**

**INTRODUCTION**

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

**PURPOSE**

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

**APPLICABILITY**

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

**DEFINITIONS**

1. Deadly force means any force that creates a substantial risk of causing death or serious bodily injury.
2. 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.
3. 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.
4. Bodily injury means any physical injury other than that which is considered serious bodily injury.

**ESSENTIAL CRITERIA FOR THE USE OF FORCE**

1. The following essential criteria must be applied;
2. The force is reasonable, proportional to the threat offered and the minimum required to negate the

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threat**; and**

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

**CRITERIA FOR THE USE OF NON-DEADLY FORCE**

1. Based on the three essential criteria above, a united nations security official may use non-deadly force**:**
   1. In defence of him/herself, other united nations personnel and/or others against imminent threat of bodily injury.
   2. To maintain order and security within, and/or restrict access to united nations premises; and prevent damage to un premises or property.
   3. To detain and/or prevent the escape of a person who constitutes a threat to order and security and/or who has committed a serious crime.

**CRITERIA FOR THE USE OF DEADLY FORCE**

1. Based on the three essential criteria in 9 above, a united nations security official may only use deadly force**:**
   1. To defend him/herself, other united nations personnel and/or others against an imminent threat of death or serious bodily injury and there is no other reasonable alternative available.

**ADDITIONAL CONSIDERATIONS**

**DECISION TO USE FORCE**

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

**POST APPLICATION OF FORCE**

1. Once force has been applied and the threat negated, the security official must:
   1. Where feasible, arrange for appropriate medical aid to the person subjected to the use of force.
   2. Follow all relevant procedures, including reporting the incident to the supervisor, and cooperate with united nations investigations.
2. A security official involved in the application of non-deadly or deadly force may be provided with stress and medical counseling as appropriate.

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

**SPECIAL CONTRACT CLAUSES AND PRICING**

**Contract Performance**

1. Contract performance. The below clauses are measured with the contract compliance matrix found in annex C:

1.1 Acceptable Levels of Performance. This contract is a key element of the United Nations Security Risk Management Programme. The security of UNSMS personnel and property demands that the UPSS providers comply fully with the contract terms and conditions. The UNSMS monitors the UPSS providers's performance for this purpose.

1.2 Failure to Provide Services. As with any time-and-materials contract, the UPSS providers may only bill for hours worked. For an unmanned post, not only is the UPSS providers 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 providers fails to provide the services required by this contract, the UNSMS shall assess a deduction for each instance of unacceptable or non- performance as described in annex C of this Scope of Work (SOW). The UNSMS shall deduct the amounts from the next monthly invoice payment.

**Maximum Hours to be worked by Guards**

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

**Rates of Services**

1. **SERVICES**

3.1 The UPSS providers 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 providers 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 hourly rates for standard services are fully loaded rates, including:

1. 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);
2. all direct and indirect material costs (except for separately priced vehicles and communications equipment);

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1. insurance;
2. severance pay;
3. all overhead and indirect costs, including general and administrative expenses (G&A); and
4. profit.

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

1. 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);
2. all direct and indirect material costs (except for separately priced vehicles and communications equipment);
3. insurance;
4. all overhead and indirect costs, including general and administrative expenses (G&A); and
5. profit.

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

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

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

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**ANNEX E to Scope of Work: Definition of Language Levels**

1. Definitions of Language Levels for UPSS Personnel

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

1. Can handle routine work-related interactions that are limited in scope;
2. In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker;
3. 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;
4. Can get the gist of most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge;
5. Utterances are minimally cohesive;
6. Linguistic structure is usually not very elaborate and not thoroughly controlled, and errors are frequent; and
7. Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

1.1.1 Examples:

1. Can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates;
2. 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;
3. Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness; and
4. 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.

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

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

21.2.1 Examples:

1. Can typically discuss particular interests and special fields of competence with reasonable ease;
2. 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;
3. Can reliably elicit information and informed opinions from native speakers;
4. Structural inaccuracy is rarely the major cause of misunderstanding;
5. Use of structural devices is flexible and elaborate;
6. 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
7. Errors occur infrequently except in highly complex structures.

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

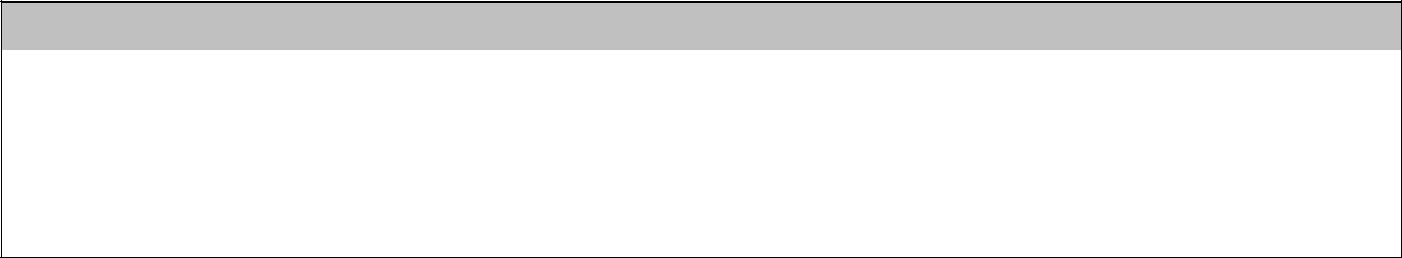
1. Language usage and ability to function are fully successful;
2. Organizes discourse well, using appropriate rhetorical speech devices, native cultural references, and understanding;
3. Language abilities only rarely hinders performance of any task, yet the individual would seldom be perceived as a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

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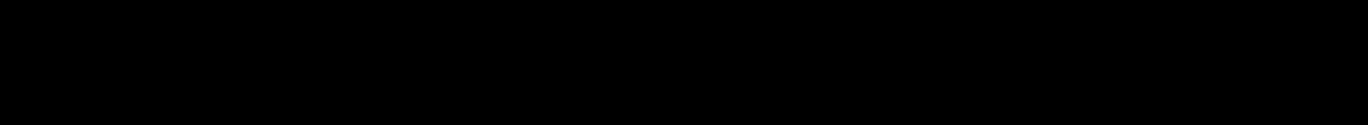
1. Speaks effortlessly and smoothly and is able to use the language with a high degree of effectiveness, reliability and precision for all representational purposes within the range of personal and professional experience and scope of responsibilities;
2. Can serve as an informal interpreter in a range of unpredictable circumstances; and
3. 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:

1. 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;
2. Similarly, can understand the details and ramifications of concepts that are culturally or conceptually different from his/her own;
3. 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);
4. Can play an effective role among native speakers in such contexts as conferences, lectures and debates on matters of disagreement;
5. Can advocate a position at length, both formally and in chance encounters using sophisticated verbal strategies;
6. Understands and reliably produces shifts of both subject matter and tone; and
7. Can understand native speakers of the standard and other major dialects in essentially any face-to-face interact.



**NB! Please provide the list of Key Personnel as per requirement as the technical assessment/ verification and site visits will be conducted by the UNDSS.**



\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the Nominated Team Leader/Member

Dat

**Financial Submissions**

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

The Proposer is required to prepare the Financial Proposal in **LOT-WISE** and clearly mentioned the LOT 1 & 2.

The Financial Proposal must provide a detailed cost breakdown according to lot. Provide separate figures for each functional grouping or category.

The format shown below, is suggested for use as a guide in preparing the Financial Proposal.

**Financial proposal must be submitted as per the format below according to LOT-1 and LOT-2:**

**LOT-1: FOR UN SYSTEM OFFICE PREMISES**

**Table A: Total Price Schedule**

**LOT-1: FOR UN SYSTEM OFFICE PREMISES**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **No:** | **Description of Service** | **Requirements** | | **Unit cost Monthly** | **Total Cost -Monthly** |  |  |
|  | **(R or USD)** | **(R or USD)** |  |  |
|  | **UN Office Premises** | |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  | UPSS providers’s |  |  |  |  |  |  |
|  | 1. | Representative (Manager for |  |  |  |  |  |  |
|  |  | City/country) |  |  |  |  |  |  |
|  | 2. | Supervisor (UNSMS Facility) 12 | 18 |  |  |  |  |  |
|  | Hour/7 days |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | 3. | Guard- 12 Hour/7 days | 63 |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

**GRAND TOTAL (R or USD)**

*\*All prices quoted by the proposer shall* ***exclude*** *VAT, as UN and its’ subsidiary organs are exempt from all taxes.*

1. *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.*

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**Table B: Cost Breakdown for personnel services:**

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

|  |  |  |
| --- | --- | --- |
|  | **Comprehensive Breakdown - Security Supervisor (Price per 12HR/7)** | |
| **Descriptions** | **Fees.** |  |
|  | **For Lot -1** | **Total rate per month in R/USD** |
| Net Salary | Per Supervisor/Month |  |
| Uniforms | Per Supervisor/Month |  |
| Protection Gear/Warm clothing | Per Supervisor/Month |  |
| Medical | Per Supervisor/Month |  |
| Technical, Vocational Education | Per Supervisor/Month |  |
| and Training cost. |  |  |
| Pension cost | Per Supervisor/Month |  |
| Holiday pay | Per Supervisor/Month |  |
| Transportation | Per Supervisor/Month |  |
| Other cost | Per Supervisor/Month |  |
| Overhead cost/Admin cost | Per Supervisor/Month |  |
| **Total charged to UN** | Per Supervisor/Month |  |
|  | **Comprehensive Breakdown - Security Guard (Price per 12HR/7)** | |
| **Descriptions** | **Fees.** |  |
|  | **For Lot-1** | **Total rate per month in R/USD** |
| Net Salary | Per Guard/Month |  |
| Uniforms | Per Guard/Month |  |
| Protection Gear/Warm clothing | Per Guard/Month |  |
| Medical | Per Guard/Month |  |
| Technical, Vocational Education | Per Guard/Month |  |
| and Training cost. |  |  |
| Pension cost | Per Guard/Month |  |
| Holiday pay | Per Guard/Month |  |
| Transportation | Per Guard/Month |  |
| Rapid Responses - 24 Hours | Per Guard/Month |  |
| Panic Alarms/buttons | Per Guard/Month |  |
| Other cost | Per Guard/Month |  |
| Overhead cost/Admin cost | Per Guard/Month |  |
| **Total charged to UN** | Per Guard/Month |  |

Note:

The Contractor’s Management shall ensure that its Security Guards deployed and operating with UN Organizations are remunerated in line with the emanating cost of living standards in South Africa, to avoid any personal dealings on UN premises for the purposes to supplement their income. The UN deserves the right to verify on request the remuneration paid to guards.

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**LOT-2: FOR INTERNATIONAL UN STAFF RESIDENCES**

**Table A: Total Price Schedule**

**LOT-2: FOR INTERNATIONAL UN STAFF RESIDENCES**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **No:** | **Description of Service** | **Requirements** | **Unit cost Monthly** | **Total Cost -Monthly** |  |  |
|  | **(R or USD)** | **(R or USD)** |  |  |
|  | **UN Office Premises** | |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  | UPSS providers’s |  |  |  |  |  |
|  | 1. | Representative (Manager for |  |  |  |  |  |
|  |  | City/country) |  |  |  |  |  |
|  | 3. | Guard- 12 Hour/7 days |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**GRAND TOTAL (R or USD)**

*\*All prices quoted by the proposer shall* ***exclude*** *VAT, as UN and its’ subsidiary organs are exempt from all taxes.*

1. *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.*



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**Table B: Cost Breakdown for personnel services:**

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

|  |  |  |
| --- | --- | --- |
|  | **Comprehensive Breakdown - Security Guard (Price per 12HR/7)** | |
| **Descriptions** | **Fees.** |  |
|  | **For lot-2** | **Total rate per month in R/USD** |
| Net Salary | Per Guard/Month |  |
| Uniforms | Per Guard/Month |  |
| Protection Gear/Warm | Per Guard/Month |  |
| clothing |  |  |
| Medical | Per Guard/Month |  |
| Technical, Vocational | Per Guard/Month |  |
| Education and Training cost. |  |  |
| Pension cost | Per Guard/Month |  |
| Holiday pay | Per Guard/Month |  |
| Transportation | Per Guard/Month |  |
| Rapid Responses - 24 Hours | Per Guard/Month |  |
| Panic Alarms/buttons | Per Guard/Month |  |
| Other cost | Per Guard/Month |  |
| Overhead cost/Admin cost | Per Guard/Month |  |
| **Total charged to UN** | Per Guard/Month |  |

Note:

The Contractor’s Management shall ensure that its Security Guards deployed and operating with UN Organizations are remunerated in line with the emanating cost of living standards in South Africa, to avoid any personal dealings on UN premises for the purposes to supplement their income. The UN deserves the right to verify on request the remuneration paid to guards.



**Contract for provision of Security Services**



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

**CONTRACT NO**

**BETWEEN**

**UNDP**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FOR THE PROVISION OF SECURITY SERVICES FOR**

**THE UNDP IN\_\_\_\_\_\_\_\_\_**

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

**WITNESSETH**

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

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

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

**Section 1**

**TERM OF CONTRACT**

This Contract shall be in force for a period of [twelve months] commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. It shall remain in full force and effect until\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated earlier in accordance with Section 7 below. UNDP may, at its option, decide to extend the term of this Contract for subsequent

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periods of up to \_\_\_\_\_\_\_\_. In such case, UNDP shall provide the Contractor with at least thirty (30) days written notice of its intent to exercise this option.

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**Section 2**

**SERVICES TO BE PROVIDED BY THE CONTRACTOR**

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

1. A security force of [eight (8) guards] shall patrol the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| (b) | The | guards | shall | be | properly trained | and | licensed, in | accordance with local |
|  | law, to perform security services, including but not limited to, the carrying of | | | | | | | |
|  | firearms. | |  |  |  |  |  |  |
| (c) | The | guards | shall | be | uniformed and | wear | appropriate | identification badges. |
|  | The names of the guards shall be given to UNDP for verification purposes well in advance | | | | | | | |
|  | of assignment to perform services under this Contract. | | | | | | |  |

1. The guards shall have the following shifts: [four (4) guards at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

from 0600 hrs. to 1800 hrs. and four (4) guards at\_\_\_\_\_\_\_\_\_\_\_ from 1800 hrs. to 0600 hrs.]

1. For the performance of the security services herein, the guards may be given keys to the [offices/main and rear entrance gates at UNDP Offices/ Warehouse /Residences]. In such case, the Contractor shall issue a written receipt to the guards indicating that the keys have been handed over.
2. In the event that patrol cars or other vehicles are required for the performance of security services under this Contract, the Contractor shall provide and maintain such vehicles. At the request of the Contractor, UNDP will provide radio communication equipment for each vehicle. UNDP agrees to maintain and repair the equipment as necessary.
3. The Contractor shall communicate with its security guards on duty during the day shift by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and during the night shift by\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. In the event of an emergency, the Contractor shall contact UNDP.

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**Section 3 CONTRACTOR'S PERSONNEL**

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

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

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

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

**Section 4**

**PAYMENT FOR CONTRACTOR'S SERVICES**

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

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

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**Section 5**

**INSURANCE AND LIABILITIES TO THIRD PARTIES**

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 5.2 | The Contractor shall provide | and | thereafter maintain third | | party liability insurance | | in |
| an adequate amount for personal injury | | | or death, or | loss of, or damage to, | | property arising | |
| from | the acts or omissions of | the | Contractor, | its agents, | servants, | employees | or |

subcontractors performing work or services in connection with this Contract, including the operation of any vehicles or other equipment, or the use of firearms.

**Section 6 INDEMNIFICATION**

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

**Section 7**

**SERVICE OF NOTICES**

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

**For UNDP**

**For the Contractor**

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**Section 8**

**LEGAL STATUS**

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

**Section 9**

**SOURCE OF INSTRUCTIONS**

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

**Section 10**

**ASSIGNMENT**

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

**Section 11 SUBCONTRACTING**

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

**Section 12**

**OFFICIALS NOT TO BENEFIT**

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

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**Section 13**

**OBSERVANCE OF THE LAW**

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

**Section 14**

**AUTHORITY TO MODIFY**

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

**Section 15**

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

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

**Section 16**

**TERMINATION**

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

**Section 17**

**SETTLEMENT OF DISPUTES**

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

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**Section 18**

**PRIVILEGES AND IMMUNITIES**

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

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

For UNDP:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_