



*Empowered lives.  
Resilient nations.*

# INVITATION TO BID

## PROVISION OF ARMED GUARD SECURITY SERVICES FOR UNCC GAROWE, PUNTLAND- SOMALIA

ITB No.: **UNDP/SOM/ITB/2019/004/OPS-GRW- REVISION 1**

Project: **UN Common Services**

Country: **Somalia**

Issued on: **14 June 2019**

# Contents

---

<b>SECTION 1. Letter of Invitation .....</b>	<b>5</b>
<b>SECTION 2. Instruction to Bidders .....</b>	<b>6</b>
<b>GENERAL PROVISIONS.....</b>	<b>6</b>
1. Introduction .....	6
2. Fraud & Corruption, Gifts and Hospitality .....	6
3. Eligibility .....	6
4. Conflict of Interests .....	7
<b>B. PREPARATION OF BIDS.....</b>	<b>7</b>
5. General Considerations .....	7
6. Cost of Preparation of Bid .....	8
7. Language .....	8
8. Documents Comprising the Bid .....	8
9. Documents Establishing the Eligibility and Qualifications of the Bidder .....	8
10. Technical Bid Format and Content .....	8
11. Price Schedule.....	8
12. Bid Security .....	8
13. Currencies .....	9
14. Joint Venture, Consortium or Association.....	9
15. Only One Bid .....	10
16. Bid Validity Period.....	10
17. Extension of Bid Validity Period .....	10
18. Clarification of Bid (from the Bidders).....	11
19. Amendment of Bids .....	11
20. Alternative Bids.....	11
21. Pre-Bid Conference.....	11
<b>C. SUBMISSION AND OPENING OF BIDS.....</b>	<b>12</b>
22. Submission .....	12
Hard copy (manual) submission.....	12
Email and eTendering submissions.....	12
23. Deadline for Submission of Bids and Late Bids .....	12
24. Withdrawal, Substitution, and Modification of Bids.....	13
25. Bid Opening.....	13
<b>D. EVALUATION OF BIDS.....</b>	<b>13</b>
26. Confidentiality.....	13
27. Evaluation of Bids .....	13
28. Preliminary Examination .....	14

29. Evaluation of Eligibility and Qualification .....	14
30. Evaluation of Technical Bid and prices .....	14
31. Due diligence .....	14
32. Clarification of Bids .....	15
33. Responsiveness of Bid .....	15
34. Nonconformities, Reparable Errors and Omissions .....	15
<b>E. AWARD OF CONTRACT .....</b>	<b>16</b>
35. Right to Accept, Reject, Any or All Bids .....	16
36. Award Criteria .....	16
37. Debriefing .....	16
38. Right to Vary Requirements at the Time of Award .....	16
39. Contract Signature .....	16
40. Contract Type and General Terms and Conditions .....	16
41. Performance Security .....	16
42. Bank Guarantee for Advanced Payment .....	16
43. Liquidated Damages .....	17
44. Payment Provisions .....	17
45. Vendor Protest .....	17
46. Other Provisions .....	17
<b>SECTION 3. Bid Data Sheet .....</b>	<b>18</b>
<b>SECTION 4. Evaluation Criteria .....</b>	<b>22</b>
<b>SECTION 5a: Schedule of Requirements and Technical Specifications .....</b>	<b>24</b>
<b>SECTION 5b: Other Related Requirements .....</b>	<b>27</b>
<b>SECTION 6: Returnable Bidding Forms / Checklist .....</b>	<b>28</b>
Form A: Bid Submission Form .....	29
Form B: Bidder Information Form .....	30
Form C: Joint Venture/Consortium/Association Information Form .....	32
Form D: Eligibility and Qualification Form .....	33
Form E: Format of Technical Bid .....	35
Form F: Price Schedule Form .....	39
<b>ANNEX 1 - Statement of Requirement for the Provision of Armed and Unarmed Security Guards to the United Nations Common Compounds in Garowe, Puntland .....</b>	<b>41</b>
Introduction .....	41
Objective .....	41
Scope .....	41
Contractor Responsibilities .....	42
UN Responsibilities .....	48

Technical Bid.....	49
Financial Bid.....	49
<b>APPENDIX 1- Static Protection of UN Personnel, Premises and Property by Armed Security Guards ..</b>	<b>50</b>
<b>APPENDIX 2- Armed Guard Supervisor- National .....</b>	<b>52</b>
<b>APPENDIX 3- Training Manager/Instructor .....</b>	<b>53</b>
<b>APPENDIX 4 - Guidelines on Training Programme .....</b>	<b>54</b>
<b>APPENDIX 5 – Guarding Numbers.....</b>	<b>56</b>

## SECTION 1. Letter of Invitation

---

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

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

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Schedule of Requirements and Technical Specifications
- Section 6: Returnable Bidding Forms
  - o Form A: Bid Submission Form
  - o Form B: Bidder Information Form
  - o Form C: Joint Venture/Consortium/Association Information Form
  - o Form D: Qualification Form
  - o Form E: Format of Technical Bid
  - o Form F: Price Schedule

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

Please acknowledge receipt of this ITB by sending an email to [procurement.so@undp.org](mailto:procurement.so@undp.org) indicating whether you intend to submit a Bid or otherwise. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Issued by

Approved by:

---

Name: Mary Okello  
Title: Procurement Associate  
Date: **June 14, 2019**

---

Name: Iryna Malykh  
Title: Head of Procurement  
Date: **June 14, 2019**

## SECTION 2. Instruction to Bidders

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

	<p>these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
<b>4. Conflict of Interests</b>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.</p>
<b>B. PREPARATION OF BIDS</b>	
<b>5. General Considerations</b>	<p>5.1 In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.</p>

<b>6. Cost of Preparation of Bid</b>	6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
<b>7. Language</b>	7.1 The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
<b>8. Documents Comprising the Bid</b>	8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS: <ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
<b>10. Technical Bid Format and Content</b>	10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB. 10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified. 10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS. 10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
<b>11. Price Schedule</b>	11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB. 11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
<b>12. Bid Security</b>	12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid. 12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.



	<p>12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul style="list-style-type: none"> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> </ul>
<b>13. Currencies</b>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:</p> <ul style="list-style-type: none"> <li>a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and</li> <li>b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</li> </ul>
<b>14. Joint Venture, Consortium or Association</b>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience</p>

	<p>should clearly differentiate between:</p> <ul style="list-style-type: none"> <li>a) Those that were undertaken together by the JV, Consortium or Association; and</li> <li>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</li> </ul> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<b>15. Only One Bid</b>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture. <b>Subcontracting is not allowed for this contract.</b></p> <p>15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this ITB; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;</li> <li>e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.</li> </ul>
<b>16. Bid Validity Period</b>	<p>16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>17. Extension of Bid Validity Period</b>	<p>17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.</p> <p>17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case,</p>

	the Bid shall not be further evaluated.
<b>18. Clarification of Bid (from the Bidders)</b>	<p>18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.</p>
<b>19. Amendment of Bids</b>	<p>19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.</p>
<b>20. Alternative Bids</b>	<p>20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.</p> <p>20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"</p>
<b>21. Pre-Bid Conference</b>	<p>21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.</p>

## C. SUBMISSION AND OPENING OF BIDS

<b>22. Submission</b>	<p>22.1 The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.</p> <p>22.2 The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
<b>Hard copy (manual) submission</b>	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:</p> <ol style="list-style-type: none"> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> <p>If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.</p>
<b>Email and eTendering submissions</b>	<p>22.5 Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:</p> <ol style="list-style-type: none"> <li>Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;</li> <li>Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.</li> </ol> <p>22.6 Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a></p>
<b>23. Deadline for Submission of Bids and Late Bids</b>	<p>23.1 Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Bid that is received after the deadline for the</p>

	submission of Bids.
<b>24. Withdrawal, Substitution, and Modification of Bids</b>	<p>24.1 A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.</p> <p>24.4 Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.</p>
<b>25. Bid Opening</b>	<p>25.1 UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.</p> <p>25.2 The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.</p> <p>25.3 In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.</p>
<b>D. EVALUATION OF BIDS</b>	
<b>26. Confidentiality</b>	<p>26.1 Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<b>27. Evaluation of Bids</b>	<p>27.1 UNDP will conduct the evaluation solely on the basis of the Bids received.</p> <p>27.2 Evaluation of Bids shall be undertaken in the following steps:</p> <ul style="list-style-type: none"> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done) <ul style="list-style-type: none"> <li>a) Evaluation of Technical Bids</li> <li>b) Evaluation of prices</li> </ul> </li> </ul>

	Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary
<b>28. Preliminary Examination</b>	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> <li>a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,</li> <li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li> <li>d) They are able to comply fully with the UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>30. Evaluation of Technical Bid and prices</b>	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
<b>31. Due diligence</b>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where</li> </ul>

	<p>business transpires, with or without notice to the Bidder;</p> <p>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
<b>32. Clarification of Bids</b>	<p>32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.</p>
<b>33. Responsiveness of Bid</b>	<p>33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.</p> <p>33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<b>34. Nonconformities, Repairable Errors and Omissions</b>	<p>34.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>34.3 For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</li> </ul> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.</p>

## E. AWARD OF CONTRACT

<b>35. Right to Accept, Reject, Any or All Bids</b>	35.1 UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
<b>36. Award Criteria</b>	36.1 Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
<b>37. Debriefing</b>	37.1 In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
<b>38. Right to Vary Requirements at the Time of Award</b>	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
<b>39. Contract Signature</b>	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
<b>40. Contract Type and General Terms and Conditions</b>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
<b>42. Bank Guarantee for Advanced Payment</b>	42.1 Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=de">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=de</a>



	<a href="#">fault</a>
<b>43. Liquidated Damages</b>	43.1 If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
<b>44. Payment Provisions</b>	44.1 Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
<b>45. Vendor Protest</b>	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>
<b>46. Other Provisions</b>	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>

## SECTION 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English
2		Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)	<b>Not Allowed</b>
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	<b>Completed activity on 10<sup>th</sup> June 2019 from 11.00 a.m. to 12.00 hours East African time (GMT +3)</b>
5	16	Bid Validity Period	120 days
6	13	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Required in the amount: 10% of semi-annual contract value within 10 days after the contract award and will be valid beyond three months of expiry of the contract. The Performance Security will be released three months after expiry of the contract if not otherwise extended on mutual understanding.
10	12	Currency of Bid	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	5 working days before the submission deadline

12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Mary Okello Address: UNDP Somalia support office in Nairobi E-mail address: procurement.so@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Bidders by email and Posting on the website <a href="https://www.ungm.org">https://www.ungm.org</a> and the UNDP corporate website at <a href="http://www.so.undp.org/content/somalia/en/home/operations/procurement.html">http://www.so.undp.org/content/somalia/en/home/operations/procurement.html</a> . Bidders are advised to frequently check the above-mentioned websites for any addenda/clarifications that may be posted
14	23	Deadline for Submission	<b>12.00 p.m. East African Time (GMT+3) on 21/06/2019</b>
14	22	Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> Electronic submission for Bids
15	22	Bid Submission Address	Please refer to Electronic submission as per DS 16
16	22	Electronic submission (email or eTendering) requirements	<p><input checked="" type="checkbox"/> <b>Mandatory email address for electronic submission:</b> <a href="mailto:bids.so@undp.org">bids.so@undp.org</a>.</p> <p><input checked="" type="checkbox"/> Format: <b>PDF files only. Zip-RAR and JPEG must not be used.</b></p> <p>Bidders are encouraged to check the attachment formats prior to submission as UNDP will not be responsible if attachments are in other formats that cannot be opened without additional software.</p> <p>After preparing the Bid in paper format as specified in Sections 4, 5, and 6, the entire Bid should be scanned or converted into one or more electronic.pdf (Adobe Acrobat) format file(s) and attached to one or more e-mails. This is inclusive of Form F – Price Schedule Form.</p> <p><input checked="" type="checkbox"/> <b>Mandatory subject of e-mail:</b></p> <p>The subject line of the e-mail(s) for the Bid should state <b>“ITB Ref: UNDP/SOM/ITB/2019/004/OPS-GRW- REVISION 1 for Provision of Armed Security Guards Services to the United Nations Common Compounds in Garowe, Puntland. DO NOT OPEN BEFORE June 21, 2019, 12.00 p.m. East Africa Time (GMT +3).”</b></p> <p><input checked="" type="checkbox"/> Max. File Size per transmission: <b>20MB</b></p> <p><input checked="" type="checkbox"/> Max. No. of transmission: There is no limit on the number of email messages for each Bid.</p>

			<p>Bidders may send as many emails as needed but the size of each e-mail <b>should not exceed twenty megabytes (20MB)</b> and the first and subsequent messages should state the total number of messages comprising the Bid, <b>e.g. email 1 of x., 2 of x, etc.</b></p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted: (one) <b>1</b></p> <p><input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <b>ANY</b></p> <p>Bidders are solely responsible for ensuring that any and all files sent to UNDP are readable, i.e. uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the Bid being rejected.</p> <p><input checked="" type="checkbox"/> Digital Certification/Signature: <b>Signed and stamped copy</b></p> <p><input checked="" type="checkbox"/> Time Zone to be Recognized: <b>Somalia Time (GMT: +3.00)</b></p> <p>Since delays in email transmission can occur, Bidders are advised to send electronic submissions well in advance of the deadline. Offers emailed to UNDP and received after the submission deadline will be rejected.</p> <p><b>NB: BIDS SENT TO OR COPIED TO PERSONAL EMAILS OF UNDP STAFF WILL BE DISQUALIFIED.</b></p>
17	25	Date, time and venue for the opening of bid	<p>Date and Time: June 21, 2019 3 p.m.</p> <p>Venue: UNDP Somalia Office in Nairobi</p> <p><b>NB: Bidders are invited to witness the Public bid opening session.</b></p>
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid
19		Expected date for commencement of Contract	<i>October 1, 2019</i>
20		Maximum expected duration of contract	The ITB will result in a Long-Term Agreement (LTA) with an initial term of one (1) year, renewable for four terms of similar duration subject to satisfactory performance and availability of funds
21	35	UNDP will award the contract to:	One Bidder Only
22	39	Type of Contract	<p>Contract for Goods and/or Services for/to UN Entities</p> <p><a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>
23	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Contracts</p> <p><a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>
24		Other Information Related to the ITB	<p>Administrative Requirements: Bids will be first reviewed on "Pass" or "Fail" criteria to determine compliance with the following formal criteria / requirements:</p> <p><input checked="" type="checkbox"/> Timely receipt of Bid (date and time): Bids submitted on time.</p>

			<input checked="" type="checkbox"/> Bid is properly submitted as per instructions <input checked="" type="checkbox"/> Completeness of bid: completed, signed, stamped and submission of the following; - Bid Submission sheet (Section 6- Form A) - Bidder Information Form (Section 6- Form B) - Joint Venture/Consortium/ Association Information Form (where applicable) - Eligibility document form (Section 6- Form D) - Technical Bid (Section 6- Form E) - Financial Bid (Section 6- Form F) - Supporting documents e.g. company profile, legal registration, Licences, audited financial statements, CVs etc <input checked="" type="checkbox"/> Bid meeting the required Bid Validity (Section 6- Form A) <input checked="" type="checkbox"/> Acceptance of UNDP General Terms & Conditions
--	--	--	--

## SECTION 4. Evaluation Criteria

### Preliminary Examination Criteria

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

- Appropriate signatures
- Minimum Bid documents provided and authorized appropriately
- Bid Validity

### Minimum Eligibility and Qualification Criteria

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

**If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified. Please note that subcontracting is not allowed for this kind of service.**

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
<b>Bankruptcy</b>	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
<b>Certificates and Licenses</b>	<ul style="list-style-type: none"> <li>▪ Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>▪ Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>▪ Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>▪ Export/Import Licenses</li> <li>▪ Firearms permits – authorizing the Contractor to import, carry and use firearms and the appropriate ammunition in pursuance of their contracted duties in the location for each guard assigned to the location where the services will be provided.</li> <li>▪ Proof of compliance of membership of the bidder to the International Code of Conduct for Private Security Service Providers (the “Code”)</li> </ul>	Form B: Bidder Information Form

	<ul style="list-style-type: none"> <li>▪ Proof that the Bidder has been in the business of providing armed security services for at least five years prior to submission of its bid (attach evidence of the licenses within the 5-year period).</li> <li>▪ Valid and current licenses to provide armed security services in their Home State as defined by the Montreux Document (the State where the Bidder is registered or incorporated).</li> <li>▪ Valid and current licenses to provide armed security services and import, carry and use firearms and ammunition in the Territorial State, as defined by the Montreux Document (the States on whose territory the Bidder will operate).</li> <li>▪ For Joint Venture, the Lead company must be registered and licensed to operate in Puntland.</li> </ul>	
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 5 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 5 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 5 years of relevant experience.	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 5 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
<b>Financial Standing</b>	Minimum average annual turnover of USD 500,000 for the last 3 years <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
<b>Technical Evaluation</b>	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications (Section 5a) identified in the bid document.	Form E: Technical Bid Form
<b>Financial Evaluation</b>	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable)	Form F: Price Schedule Form

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

## SECTION 5a: Schedule of Requirements and Technical Specifications

### 1 - See ANNEX 1 – STATEMENT OF REQUIREMENTS

### 2 – TECHNICAL REQUIREMENTS

Criteria		Minimum Required	Supporting Documents to be provided	Type of criteria
<b>1.</b>	<b>Section 1 : Bidder's qualification, capacity and expertise</b>			
1.1.	Company capacity (size, organization chart, number of staff by category, places,) and structure of the service offer by your company. Focus on similar security services required in this ITB.	Have a minimum of 5 years of experience, specialized in armed security; in government, NGOs, International Institutions or companies considered to be of significant size (more than 50 employees) and be able to carry out similar projects of the same Complexity at the time of submission	- Corporate Profile Company - Organization Chart - Certificates/letters (from 3 clients) of performing services with no more than five (5) years current contract references + contact	<b>MANDATORY - YES</b>
1.2.	Describe in detail the uniforms that will be worn by the staff as well as all the individual Equipment. Specify the number and frequency of renewal	Uniforms must appear professional and conform to UN standard safety standards (trousers, short-sleeved shirt, jacket, Safety shoes...) -at Least 2 complete kit (as cap/ hat/ beret/helmet, jacket, raincoat, trousers, shirt and boots etc. minimum of 2 pairs of shoes- their renewal must be effective every year. Refer to clause 18 to 31 in the Statement of Requirements (Annex 1)	- Detailed list and explain the modalities of renewal; - Photos or pictures of guards dressed in their outfits/uniforms	<b>MANDATORY - YES</b>
1.3 a.	Describe in detail the equipment that will be provided by the company for the performance of the Contract. Give as many details as possible (model, brands, etc.).	The equipment list must meet the expectations described in the Statement of Requirements (Annex 1) and the type of equipment is low risk. The supplier will dispose of the equipment in inventory or commit to supply them within the maximum 45 days following the signing of the Contract.	- Detailed list and terms of renewal (if Applicable) and, Images/photos of individual key equipment.  - Detail of mobilization strategy, indicate the number of days for mobilization.	<b>MANDATORY - YES</b>
1.3 b.	Firm's capacity to comply with all the required insurances in performance of the contract as per the Terms and condition of the contract	Insurance requirement listed in the terms and conditions of contract as well as the Statement of Requirements: Professional indemnity insurance (USD 5 million), Fidelity bond (1 million), public and employer's liability insurance, personal accident, medical insurance/ hospitalization and repatriation insurance	Confirmation letter on ability to provide the following within 45 days (mobilization period): Professional indemnity insurance (USD 5 million), Fidelity bond (1 million), public and employer's liability insurance, personal accident, medical insurance/ hospitalization and repatriation insurance.	<b>MANDATORY - YES</b>



Criteria		Minimum Required	Supporting Documents to be provided	Type of criteria
1.4	Firm's capacity to provide Armed Security Services	Firm must provide Proof of compliance of membership to the International Code of Conduct for Private Armed Security Service Providers (the "Code").	Provide the ICoCA certificate	<b>MANDATORY - YES</b>
1.5	Firm's capacity to provide the services in Puntland	<ul style="list-style-type: none"> <li>- The company must be registered in Puntland. In case of Joint Venture, the lead company should be registered in Puntland.</li> <li>- Licenses to provide armed security services in their Home State as defined by the Montreux Document (State in which the company is registered)</li> </ul>	<ul style="list-style-type: none"> <li>- Company registration and licenses for Puntland.</li> <li>- Firearms permit in Puntland</li> <li>- Company Registration and Licenses to provide security services in the company's home state.</li> </ul>	<b>MANDATORY - YES</b>
<b>2</b>	<b>SECTION 2: Scope of Supply</b>			
2.1.	Describe the organization of the teams as well as the roles and responsibilities according to the staffing table	The organizational plan must conform to the staffing table detailed in Annex 1 in the Statement of Requirements.	- Organizational Plan of the teams for the coverage of the positions.	<b>MANDATORY - YES</b>
2.2.	Describe your mobilization plan for this project, including the hiring of staff incorporating the required morality surveys in the specifications, the implementation process, the acquisition of equipment, training schedules, etc.	The mobilization plan must be comprehensive and cover all aspects to ensure the start-up of high-quality services and be considered as Low-risk. This mobilization programme must clearly indicate the number of calendar days to complete the full deployment and which may not exceed 45 days	<ul style="list-style-type: none"> <li>- Mobilization plan</li> <li>- Human resources policy,</li> <li>- Ethics and harassment policy,</li> <li>- Firearms acquisition and storage policy</li> <li>- Training manual</li> </ul>	<b>MANDATORY - YES</b>
<b>3</b>	<b>SECTION 3: Management Structure and Key Personnel</b>			
3.1.	Describe your company's approach to staff compensation, including benefits, social security, Do not include salaries or financial information.	The approach must comply with all legal requirements relating to the code collection of Labour Convention and thus cover insurance, social benefits, training costs, benefits in kind, etc.	<ul style="list-style-type: none"> <li>- Related Documents (framework agreement/group/Conventions/etc.)</li> <li>- sickness insurance in case of accident and death by accident long-term disability</li> <li>- attestation of the social security (where applicable)</li> </ul>	<b>MANDATORY - YES</b>
3.2.	Describe in detail the initial training program that will be offered to each member of staff, depending on the role of each person – project manager, supervisor,	The training plan must meet the expectations described in Statement of Works, so that the safety risk associated with the non-training of staff is low	Training Plan and Training Modules on: <ul style="list-style-type: none"> <li>- General Description of protection actions for the protection of installations</li> <li>- incident/ offence handling procedure:</li> </ul>	<b>MANDATORY - YES</b>

Criteria		Minimum Required	Supporting Documents to be provided	Type of criteria
	guard, as well as the continuing education program specifying Identification of training needs among staff and frequency of training		procedures for the use of radio equipment - emergency response Others	
3.3.	Describe your company's code of conduct in relation to the rule of law, respect for human rights, protection of the interests of the client and disciplinary measures	The code of conduct exists and is accessible	- The code of conduct - Human resource framework - Ethics and Harrassment policy	<b>MANDATORY</b> - YES
3.4.	Describe in detail your approach to emergency exercises. Description of the Company's ability to respond to emergencies	The contingency plan must meet the expectations described in the Statement of Requirements- Annex 1	Emergency operational Plan for three (3) cases listed below: fire, bomb alert, riots, criminal intrusions and explosive incidents evacuation of the building	<b>MANDATORY</b> - YES
3.5.	Qualifications of Project manager / Representative of the security company	Level of Education: Bachelor or more Minimum of 10 years of police, security or military experience excellent oral and written communication skills; Minimum of 3 years' experience in Supervisory/management positions; And at least five years of experience in the negotiation and liaison with international and governmental organizations.	Curriculum Vitae of the Project manager (Please refer to Section 3 of Form E: Format of Technical Bid)	<b>MANDATORY</b> - YES
3.6.	Qualifications of Company's armed guard supervisors	Minimum of 3 years' experience in supervision; Minimum of 3 years of work experience as a security guard; Good leadership skills and ability to exercise judgement and at least have the skills and knowledge necessary for self-defense, workplace safety, threat assessment, emergency response and bomb alerts, Information protection, emergencies, Fire prevention and protection and Radio/telephone communications	Curriculum Vitae of Company's armed guard supervisors for this project (Please refer to Section 3 of Form E: Format of Technical Bid)	<b>MANDATORY</b> - YES

Criteria		Minimum Required	Supporting Documents to be provided	Type of criteria
3.7.	Qualifications of Company's Training manager / instructor	Be certified in security related courses i.e. general protection courses, weapons training, combat first-aid, emergency response management Minimum of 3 years' experience in training security related topics;	Curriculum Vitae of Company's training manager for this project. (Please refer to Section 3 of Form E: Format of Technical Bid)	<b>MANDATORY - YES</b>

### 3 – QUANTITIES EXPECTED (ESTIMATED VOLUME)

#### a. GUARDING NUMBERS FOR UNCC IN GAROWE

Location	Project Manager	Armed Guard Supervisors	Armed Guards	Unarmed Guards
Garowe	1	2	43	30

## SECTION 5b: Other Related Requirements

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

Payment Terms	100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Services based on full compliance with ITB requirements

## SECTION 6: Returnable Bidding Forms / Checklist

---

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

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

### Technical Bid:

<b>Have you duly completed all the Returnable Bidding Forms?</b>	
▪ Form A: Bid Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Bid	<input type="checkbox"/>
▪ CVs of the listed key personnel: Project manager Training manager Armed Guard Supervisors	<input type="checkbox"/>
<b>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</b>	<input type="checkbox"/>

### Price Schedule:

▪ Form F: Price Schedule Form	<input type="checkbox"/>
-------------------------------	--------------------------

## Form A: Bid Submission Form

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

We, the undersigned, offer to supply the related services required for **Provision of Armed Guards Security Services to the United Nations Common Compounds in Garowe, Puntland** in accordance with your Invitation to Bid No. **UNDP/SOM/ITB/2019/004/OPS-GRW-REVISION 1** and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

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

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

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

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

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

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

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

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

*[Stamp with official stamp of the Bidder]*

## Form B: Bidder Information Form

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No      If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No      If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Does your organization demonstrate significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues</b>	[Complete]
<b>Is your company a member of the UN Global Compact</b>	[Complete]
<b>Contact person that UNDP may contact for requests for clarifications during Bid evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> </ul>

- Certificate of Incorporation/ Business Registration (For Joint Venture, the lead company must be registered in Puntland)
- Authorization of installation to carry out security activities and guarding in the country issued by the administration (Ministry of the Interior or Equivalent) and valid at the time of submission.
- Firearms permits – authorizing the Contractor to import, carry and use firearms and the appropriate ammunition in pursuance of their contracted duties in the location for each guard assigned to the location where the services will be provided.
- Proof of compliance of membership of the bidder to the International Code of Conduct for Private Armed Security Service Providers (the “Code”).
- Proof that the Bidder has been in the business of providing armed security services for at least five years prior to submission of its bid.
- Valid and current licenses to provide armed security services in their Home State as defined by the Montreux Document (the State where the Bidder is registered or incorporated)
- Valid and current licenses to provide armed security services and import, carry and use firearms and ammunition in the Territorial State, as defined by the Montreux Document (the States on whose territory the Bidder will operate).
- Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder.
- Trade name registration papers, if applicable.
- Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures (If applicable).
- Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder (If applicable).
- Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.
- Local Government permit to locate and operate in assignment location.
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country

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

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

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

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

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

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

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

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

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

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

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

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

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

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

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

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



## Form D: Eligibility and Qualification Form

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

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

## History of Non- Performing Contracts

**Note: Please indicate the non-performing contracts under armed guard security services. Tick the appropriate box**

<input type="checkbox"/> Non-performing contracts did not occur during the last 5 years			
<input type="checkbox"/> Contract(s) not performed in the last 5 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

## Litigation History (including pending litigation). Tick the appropriate box

<input type="checkbox"/> No litigation history for the last 5 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

## Previous Relevant Experience

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

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

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

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

testimonials each for Armed guard security services.

## Financial Standing

<b>Annual Turnover for the last 3 years</b>	Year	USD
	Year	USD
	Year	USD
<b>Latest Credit Rating (if any), indicate the source</b>		

<b>Financial information</b> (in US\$ equivalent)	<b>Historic information for the last 3 years</b>		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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

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

## Form E: Format of Technical Bid

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

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

### SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls.
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.3 Quality assurance procedures and risk mitigation measures.
- 1.4 Firm's capacity to offer armed guard security services
- 1.5 Firm's capacity to offer services in the area of operation

1.1.	Company capacity (size, organization chart, number of staff by category, places,) and structure of the service offer by your company. Focus on similar security services required in this ITB.	<ul style="list-style-type: none"> <li>- Corporate Profile</li> <li>- Company Organization Chart</li> <li>- Certificates/letter (from 3 clients) of performing services with no more than five (5) years current contract references + contact</li> </ul>
1.2.	Describe in detail the uniforms that will be worn by the staff as well as all the individual Equipment. Specify the number and frequency of renewal.	Detailed list and modalities of renewal pictures of guards dressed in their outfits/uniforms
1.3 a.	Describe in detail the equipment that will be provided by the company for the performance of the Contract. Give as many details as possible (model, brands, etc.).	Detailed list and terms of renewal (if Applicable) and, Images/photos of individual key equipment
1.3 b.	Firm's capacity to comply with all the required insurances in performance of the contract as per the Terms and condition of the contract	Confirmation letter on ability to provide Professional indemnity insurance (USD 5 million), Fidelity bond (1 million), public and employer's liability insurance, personal accident, medical insurance/ hospitalization and repatriation insurance.
1.4	Firm's capacity to provide Armed Security Services	Membership to the International Code of Conduct for Private Armed Security Service Providers (the "Code").
1.5	Firm's capacity to provide the services in Puntland	<ul style="list-style-type: none"> <li>- The company must be registered in Puntland. Incase of Joint Venture, the lead company should be registered in Puntland.</li> </ul>

## SECTION 2: Scope of Supply.

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

- 2.1 A detailed description of how the Bidder will deliver the required services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.

2.1.	Describe the organization of the teams as well as the roles and responsibilities according to the staffing table	The organizational plan must conform to the staffing table detailed in Annex 1 in the Statement of Requirements.
2.2.	Describe your mobilization plan for this project, including the hiring of staff incorporating the required morality surveys in the specifications, the implementation process, the acquisition of equipment, training schedules, etc.	The mobilization plan must be comprehensive and cover all aspects to ensure the start-up of high-quality services and be considered as Low-risk. This mobilization programme must clearly indicate the number of calendar days to complete the full deployment and which may not exceed 45 days

Services to be Supplied and Technical Specifications	Compliance with technical specifications and requirements	
	Yes, we comply	No, we cannot comply (indicate discrepancies)
Scope of Works		
Mobilization to take at least 45 days from contract award		
Performance Security: 10% of semi-annual contract value within 10 days after the contract award and will be valid beyond three months of expiry of the contract.		
Professional indemnity insurance (USD 5 million), Fidelity bond (1 million),		
Bid Validity- 120 days from bid submission date		
Acceptance of Terms and Condition of Contract		

Other Related services and requirements (based on the information provided in Section 5b)	Compliance with requirements		Details or comments on the related requirements
	Yes, we comply	No, we cannot comply (indicate discrepancies)	
Payment Terms: 100% within 30 days upon UNDP's acceptance of the goods delivered as specified and receipt of invoice			

### SECTION 3: Management Structure and Key Personnel

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

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

## Format for CV of Proposed Key Personnel

<b>Name of Personnel</b>	[Insert]
<b>Position for this assignment</b>	[Insert]
<b>Nationality</b>	[Insert]
<b>Language proficiency</b>	[Insert]
<b>Education/Qualifications</b>	<p><i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i></p> <p>[Insert]</p>
<b>Professional certifications</b>	<p><i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i></p> <ul style="list-style-type: none"> <li>▪ Name of institution: [Insert]</li> <li>▪ Date of certification: [Insert]</li> </ul>
<b>Employment Record/Experience</b>	<p><i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last 10 years (for the project manager), detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i></p> <p>[Insert]</p>
<b>References</b>	<p><i>[Provide names, addresses, phone and email contact information for two (2) references]</i></p> <p>Reference 1: [Insert]</p> <p>Reference 2: [Insert]</p>

I, the undersigned, certify that to the best of my knowledge and belief, the data provided above correctly describes my qualifications, my experiences, and other relevant information about myself.

\_\_\_\_\_  
Signature of Personnel

\_\_\_\_\_  
Date (Day/Month/Year)

## Form F: Price Schedule Form

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

The Bidder is required to prepare the Price Schedule following the below format.

The Price Schedule **must** include a detailed cost breakdown of all goods and related services to be provided. 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 to the contract agree to add new deliverables to the contract.

Separate figures must be provided for each functional grouping or category, if any.

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

**Currency of the Bid:** United States Dollar (USD)

## Price Schedule - UNCC Garowe

### Award Criteria:

Evaluation will be based on lowest-priced technically responsive offer.

1	Post concerned	Quantity(A)	Monthly cost per post (B)	Annual cost in USD = (A)*(B)*12	
1.1	Project Manager	1			
1.2	Armed Guard Supervisors	2			
1.3	Armed Guards	43			
1.4	Unarmed Guards	30			
	<b>Sub-Total 1</b>				
2	Travel (please indicate routing on most direct economy class ticket, if applicable)	Number of Personnel (A)	No. of tickets/ person /year (B)	Unit cost in USD (C)	Annual cost in USD = (A)*(B)*(C)
2.1	Round trip ticket from home country to duty station in Somalia	1	4		
2.2	Other travel related costs from home country to duty station (please describe if applicable and add lines if required)				
	<b>Sub-Total 2</b>				
3.1	Mobilization cost (one off cost)				
3.1	demobilization cost (one off cost)				
	<b>Sub-Total 3</b>				
	<b>GRAND TOTAL= Sub-totals (1 + 2 + 3)</b>				

**REIMBURSABLE COSTS**

Reimbursable services will be requested by UNDP on an "as and when required" basis therefore will not be part of the financial evaluation.

	REIMBURSABLE COSTS	UNIT COST (USD)
1	Training manager cost per day	
2	Overtime cost per day	

**N.B.**

(1) For each proposed position, indicate the details of the Costs. The following table is given as an Indication.

(2) Monthly cost: The rate shall cover all the cost elements associated with the provision of security services in accordance with the scope of work:

- Gross salary
- any other costs related, taxes or Fees.
- Management Fee/profit margin

**COST BREAKDOWN**

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

N°	Description	Monthly cost per post (B)	Insurance (medivac, casevac personal) (C)	Social contributions (D)	Taxes (E)	Net salary * (F)	Other charges (uniform, weapons, ammunition etc.) (G)	Management fees (H)
1.1	Project Manager	.....	.....	.....	.....		.....	.....
1.2	Armed Guard Supervisors	.....	.....	.....	.....		.....	.....
1.3	Armed Guards	.....	.....	.....	.....		.....	.....
1.4	Unarmed Guards	.....	.....	.....	.....		.....	.....
	<b>Total</b>	.....	.....	.....	.....		.....	.....

**Monthly cost per post (B) = C+D+E+F+G+H**

\*The net salary is defined as the amount to be paid to staff every month after all statutory deductions. This is the amount to be deposited at the bank for each post, regardless of the Title.

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



# **ANNEX 1 - Statement of Requirement for the Provision of Armed and Unarmed Security Guards to the United Nations Common Compounds in Garowe, Puntland**

## **Introduction**

### **General**

1. As an international organisation, the United Nations (UN) has its own security standards which are at times modified according to the level of risk to UN staff, premises, assets and activities. These risks may vary from region to region within Somalia and at the present date, Puntland is assessed as HIGH risk. The UN Principle Security Adviser (hereinafter referred to as the "PSA") or separately each Head of Security for all missions, agencies, funds and programmes operating in Somalia, requires that all UN staff, premises, assets and activities operate with a high degree of armed protection.
2. The United Nations Development Programme (UNDP) in Somalia is seeking the services of professional Armed Private Security Companies (APSC) herein referred to as contractor to provide Armed Security Guards for its compound at United Nations Common Compound (UNCC) in Garowe to enable internal protection. The UNCCs act as the official coordination centre vis-à-vis the government and local authorities in the regions. The compound hosts high-level meetings involving Counterparts, Donors, Embassies and other international organizations.
3. A Long-Term Agreement (LTA) will be awarded to the successful contractor for up to five years at the discretion of the UNDP Somalia. Contractor performance will be assessed on a yearly basis. The contract will be awarded, through a competitive selection process, to the service provider that can clearly demonstrate through a written response to this Statement of Requirement (SoR) a high level of experience, professionalism, ability, competency and best practice in security services.
4. The primary risks to UN staff include abduction, complex attack using BBIED & VBIED against premises, attacks against UN convoy movement, targeted killing and theft.

### **Objective**

5. The primary objective is to provide a visible deterrent to potential attackers and an armed response capable to fend off any attack for up to sixty (60) minutes in a manner consistent with the UN's "Use of Force Policy", any relevant legislation enacted in Somalia and international law.

### **Scope**

6. The scope of work shall be **Armed and Unarmed guard services for UNCC in Garowe- Puntland**. The staffing requirement for this contract includes the following, and each is addressed separately thereafter:
  - Unarmed guards – Somali nationals; (Appendix 1)
  - Armed guards – Somali nationals; (Appendix 2)
  - Armed Guard Supervisors – Somali nationals (Appendix 3)
  - Project Manager – Third country national (Appendix 4)
  - Training Manager/Instructor (Appendix 3)
7. The contract is **not to be further subcontracted** nor are employment agencies to be used for recruitment. Payment of salaries and entitlements must be made directly to the employee from the Contractor. The company is to ensure a mixed clan representation of employees in each location and, when requested, provide proof that this has been achieved.

8. The contractor is required to provide a "per unit" price for each employee required to perform services under this contract. Coverage must be assured for leave, sickness, unscheduled absences and weekends. All shifts will not be longer than eight (8) hours. Definitions of each "per unit" cost can be found in the Appendices.
9. The Contractor must provide within their bid the length of time needed to mobilise and be fully operational from date of contract signature.

## Contractor Responsibilities

### Administrative Planning

10. Standard Operating Procedures. The contractor in close coordination with the UNDP shall be responsible for familiarization and updating its guards with the relevant UNDSS premises Standard Operating Procedures (SOP's) related to all security functions covered in the contract. UN security staff will periodically exercise and review the contractor's SOP relevant to their security functions.
11. Emergency Plans. The contractor shall demonstrate a familiarity with operational plans to meet emergencies including, but not limited to, those caused by an armed attack using vehicle borne or body borne suicide bombers, improvised explosive devices and small arms fire, stand-off attacks using rockets, mortars and machine guns, demonstrations and riots, earthquakes and attempted felonious intrusions. The UNDP Security representative will have such plans made available to the contractor upon commencement of work under the contract.
12. Records and Reports. A summary of required reports is listed below. The contractor shall demonstrate familiarity with these formats and may propose to combine reports for efficiency in preparation, insofar as the basic information is provided within the specified timeframe. All administrative files, including details of internal armed guards on duty at each location at any given time, complaints, incidents, investigations, post and radio logs, shift reports, work schedules, equipment inventories, lost and found property, etc., shall be maintained at the UNDP facilities and will be the property of the UNDP.
  - a. Incident reports: Where a security incident occurs within its area of security responsibility as per the terms of the contract, the Contractor shall produce and submit to UNDP a written report of that particular incident within 24 hours.
  - b. Daily Reports:
    - Material gate passes.
    - Daily incident log.
  - c. Weekly Reports: Submit a weekly progress report to the UNDP Operations Manager with copies to the head of Area Office and UNDPs SFSA. This should be a simple report showing bullet points in relation to progress, challenges and achievements.
  - d. Monthly Reports: The Contractor shall submit a monthly progress report within five working days of the next month to the head of Area Office with a copy to UNDPs SFSA. This should be a substantive report with a detailed narrative supported by statistics. It should include the following information; -
    - Preventive security measures carried out during the month
    - Challenges encountered and suggested solutions
    - Achievements
    - Equipment performance and serviceability
    - Incidents/Accidents
    - Staff attendance sheets (contractor employees will sign daily in the standard log book for Contractor staff).
  - e. Final Report:
    - Final report submitted within two weeks of the end of the contract

- A detailed narrative of the duration of the contract, configured in a format similar to the monthly report
  - A sequence of events for the life of the contract
  - Tables showing all relevant statistics covering the duration of the contract
  - Any comments or suggestions that may be relevant
- f. Personnel and Training Records: The Contractor shall maintain administrative files, which shall at a minimum include personnel and training records of the employees assigned under the proposed contract. The UNDP shall be authorized to examine the Contractor's administrative files.
13. Regular performance meetings will be held between UNDP and the contractor, not less than once per month and written minutes of the meetings shall be prepared by UNDP and forwarded to the contractor.
14. Ensure that the guard post is clean and orderly at all times and must not be used as storage for equipment or personal property. Loitering is prohibited in this area.

#### **Minimum Contractor Employee Qualifications**

15. Unless specified elsewhere the following minimum qualifications of the Contractor's employees shall be observed:
- All personnel must have security vetting or clearances from their country of origin and written confirmation of this must be provided for each employee.
  - Guards must be at least 25 years of age and not older than 50 years. Supervisors are not to be older than 55 years.
  - Must be physically fit for their duties and be well proportioned as to weight and height.
  - Be in good general health, without physical defects or abnormalities that would interfere in the performance of their duties.
  - All armed guards must be verified as prior experience in handling and firing weapons.
  - Armed Somali nationals must demonstrate previous training and experience in a Somali formed armed unit.
  - Have binocular vision correctable using glasses or contact lenses to 20/30.
  - Have adequate colour acuity and be capable of hearing normal conversation at three (3) metres with either ear, without the benefit of a hearing aid.
  - National (Somali) guards should have completed primary school and preferably some secondary school with an ability to understand basic English. They must at minimum understand and respond to supervisor's verbal instructions.
  - Armed guards supervisor shall have completed secondary school and be literate in English to the extent that they read and understand printed instructions and understand and communicate in English.
  - No employee shall have been terminated from previous employment for any reason other than honourable.
  - No employee shall have been convicted of a crime or have been a party to any conflict against the Somali government authorities.
16. The successful contractor shall demonstrate a plan to conduct pre-employment physical examinations at its own expense to ensure compliance with the above requirements.

#### **Personal Appearance**

17. The successful contractor shall provide at its own cost all uniform apparel and equipment to its personnel. Uniformed personnel are expected to keep a clean, neat appearance and present a professional bearing, with well fitting, clean and properly presented colour coordinated uniforms, and

with black or brown boots properly brushed and polished. Sport or training shoes are not to be worn whilst on duty. The successful contractor shall submit sample uniforms to the UNDSS PSA, or his representative, for final approval prior to the start of any contractual arrangement. The cleaning and ironing of all uniforms used by the contractor's personnel will be the sole responsibility of the contractor.

18. The contractor shall demonstrate that a plan is in place to ensure that its personnel are physically capable of standing watch, i.e. not having consumed alcoholic beverages or other types of intoxicants within the previous twelve (12) hours and are sufficiently rested. Smoking whilst on duty is not permitted.
19. Contractors must state within their bid that their policy is that only conservative eyewear (prescription eyeglasses or sunglasses) may be worn with the uniform. Sunglasses or darkly tinted glasses shall not be worn inside the buildings, unless deemed medically necessary by a licensed physician.
20. Contractors are to ensure that no lettering, design or coloured undergarment shall be visible through the uniform shirt.
21. Hair is to be kept neat and trimmed and not interfere with the wearing of uniform hats or caps.
22. Male personnel may not wear earrings, nose studs or any other forms of facial piercing whilst on duty.
23. Penalties will be imposed for non-compliance ranging from suspension of duty to dismissal.

### **Uniforms**

24. All personnel provided by the Contractor are to be provided with Company identification and must dress in a clearly recognizable uniform provided by the contractor and clearly displaying the company's logo.
25. Whilst the uniform will be functional and permit the delivery of the designated services in the threat environment faced, The UNDP has the authority to direct the Contractor to use a uniform in keeping with the programmatic delivery of the Organization represented at no additional cost. The uniform will be appropriate to the climatic conditions.
26. The UN defines a uniform as cap/hat/beret/helmet, jacket, trousers, shirt and boots, all of which should be provided by the contractor on a scale of issue that will ensure all uniformed personnel can comfortably achieve and maintain the appearance standards set herein.
27. The contractor shall state that its complete uniforms shall be worn by all on duty members of the guard force always while engaged in the performance of duties. The contractor's security guards shall wear the same colour and style of uniform.
28. The contractor shall state that no decorations, awards or other ornaments that are not approved by the UN shall be worn or displayed on the uniform.
29. All employees of the Contractor shall wear a name/rank plate on the outermost garment. The nameplate shall be centred along the top right pocket seam of the shirt or jacket. Nameplates shall be uniform in size, material and colour. No reference to the UN is to be included.
30. Uniforms proposed should consist of the following general items (any minor variations must be explained in the bid):
  - Shirt, long and short sleeves;

- Trousers long;
- Jacket "Bomber" style;
- Shoulder patches with Contractors logo;
- Boots;
- Cap/Hat/Beret/Helmet; and
- Full length rain proof coat or poncho.

### **Training Requirements**

31. Prior to taking up duties under this contract, each employee must be provided with the following training:
  - International Code of Conduct for Private Security Service Providers,
  - The Contractor Use of Force Policy,
  - The Contractor Weapons Manual,
  - Firearms handling,
  - Radio communications,
  - Premises access control,
  - Counter terrorist search procedures,
  - First responder medical training,
  - Specific weapons handling procedures for specific issued equipment,
  - Hostile surveillance and reconnaissance detection training,
  - Cultural sensitivity training (to the Somali context and the UN context), and
  - Human Rights Law and its application,

As Required:

  - Supervisory and management skills,
  - Workplace conflict resolution,
  - Integrity and ethics awareness,
  - Preventing sexual harassment, and
  - An overview of the UN security management system relevant to duties.
32. The contractor must certify to the UNDP Security Representative that each employee has undergone the above training and demonstrated the necessary level of skill before commencing the provision of services. Training records for each individual must be maintained.
33. The contractor must demonstrate to the UNDP Security Representative that a programme of refresher training is implemented for each employee according to duties assigned. Training must also develop as new technology, procedures or threats emerge.
34. Further Guidelines on Training are provided as Appendix 6.

### **Equipment**

35. The contractor shall provide all equipment in support of the contract as follows:
  - One approved firearm, long weapon of (7.62 or 5.56 caliber) with sling per APSC guard.
  - Five 30 round magazines for long arm with personal carrier or pouch to suit same per APSC guard.
  - Ammunition to fill all five magazines per APSC for specified weapon.
  - Ammunition and magazines to provide resupply/backup of 4 magazines for each APSC guard.
  - Additional 10000 rounds for the Garowe location.
  - One hand held radio per PSC guard and pouch.
  - Personal Protection Equipment: one ballistic vest and one ballistic helmet per PSC.
  - One torch per PSC guard.

- One Whistle per PSC guard.
  - One baton and one set of handcuffs (or two flexi cuffs).
  - Sundry items: notepad, pen, stationary, sunglasses and personal drinking bottle.
36. The contractor is responsible to provide appropriate safe storage for firearms and ammunitions.
37. The Contractor will ensure that each post has a VHF radio communications ability to coordinate a response with the UNDP premise operations centres in the event of a security incident at the United Nations premise. Radio checks are to be conducted by Shift Supervisors at the beginning of each shift and periodically during each shift to ensure that equipment is functioning correctly, and guards are alert and monitoring their radios.
38. The contractor will be fully responsible for the import of any technical equipment, weapons and ammunition required to fulfil this contract. However, the UN coordination will be provided to assist in gaining clearance and approvals through the Somalia and Eritrea Monitoring Group (SMEG) as a result of the Security Council Arms Embargo on Somalia reaffirmed on 10 November 2016.
39. The Contractor shall provide NIJ Level 4 body armour and NIJ Level 3 helmets to all their armed employees.

### **Firearms Management**

40. The contractor is required to develop and implement its own firearms management procedures and "Weapons Manual" consistent with the applicable national laws of Somalia. In addition, to the extent consistent with the applicable national law, the contractor's firearms management procedures and Weapons Manual should also be consistent with the "United Nations Department of Safety and Security Manual of Instruction on Use of Force Equipment, including Firearms" (which shall be made available to the selected vendor for reference). However, the contractor's Weapons Manual must be as or more restrictive than the "United Nations Department of Safety and Security Manual of Instruction on Use of Force Equipment, including Firearms".

### **Fire Inspections**

41. The contractor shall train its personnel to identify potentially unsafe conditions, such as fire or explosions and react to their occurrence. Upon detection of fire in any UN Common compound, the contractors' internal compound personnel shall ensure that the compound residents are immediately alerted, the incident reported to the senior UNDP security professional and immediate action is taken to extinguish the fire.
42. The contractor shall ensure that all its internal compound personnel are fully trained in the use of "in-house" fire-fighting equipment and are aware of the actions necessary to minimize damage and expedite fire-fighting assistance, as required. The in-house fire-fighting equipment currently consists of various types of fire extinguishers, fire blankets and/or hydrants with hoses at the UNDP locations. The senior UN security professional, or his/her designated representative, will notify the contractor of all changes in the type of new fire-fighting equipment in writing. The contractor shall have 30 days to train its personnel on the use of the new equipment.
43. The contractor's security personnel shall immediately report all unsafe conditions noted on their patrol routes. These will be recorded in the Daily Occurrence Book at the end of each shift or be dealt with immediately, if required.
44. The contractor's security personnel must be exposed to and trained on, as far as practicable, the UN Fire Safety Policy and the UN Fire Safety Guidelines.

### **Fire Drills**

45. The UN Fire Safety Assistant shall include the contractor's personnel in fire drills when scheduled. This does not preclude the contractor from conducting its own fire drills to maintain the competency of its personnel.

### **Organisational Considerations**

46. Project Manager. The Contractor will provide the UNDP with a designated point of contact at the management level who will attend periodic meetings with the UNDSS PSA, or his representative, to review performance and discuss significant security incidents and trends. In this regard, the contractor shall designate a Project Manager (PM) with a minimum of 10 year's relevant experience, to serve as the primary point of contact with the PSA or his representative on a 24-hour basis. The PM shall have authority to act on behalf of the contractor at each UNDP location in Somalia where services are provided under this SoR. The contractor shall also designate an alternate to fill in during the PM's absence. The PM shall have primary responsibility on personnel conduct, equipment, training, recruitment and dismissal procedures
47. Employee Conduct. The contractor shall provide in the bid a policy or SOP that shall ensure that its employees maintain satisfactory standards of competency, conduct, appearance and integrity and that it shall take appropriate actions, as necessary, to ensure compliance with these standards. The CVs of the contractor's senior staff shall be attached to the bid.
48. Staffing Considerations. Contractor(s) shall outline how it intends to deploy a well-trained, organized and properly equipped group of national armed guards in Somalia as per this SoR. **The employment of female personnel is a requirement and the Contractor shall demonstrate the plan for female employment at each UN premise including at management, supervisory and/or team leader level.**
49. The Contractor will be responsible to maintain and ensure the highest degree of morale and wellbeing of their personnel and will be required to provide whatever recreational equipment is necessary to achieve this.
50. The Contractor shall provide and maintain for each of their employees with adequate life insurance, medical insurance including medical evacuation and Professional liability insurance of not less than USD 5 million and fidelity bond of at least USD 1 million.
51. The Contractor will be responsible for the provision of life support services such as food, water and medication for internationally recruited personnel.
52. The Contractor will be required to provide monthly expenditure reports for each UN compound and total expenditure reports to the UNDSS PSA, or his representative.

### **Qualification Requirements for Key Staff**

53. Project Manager:
- The project manager should have at least 10 years' leadership experience in the military or police of their country of nationality at the rank of senior non-commissioned officer or officer and three years in a high-risk security environment.
  - The experience should be relevant in depth and breadth of past experience in assignments of similar scope in high risk environments for the UN, multinationals, foreign mission and international NGOs
  - The project manager should be certified in security related services – general protection courses, weapons training, combat first-aid, emergency response management etc. as detailed in the TOR.

- d. The project manager should demonstrate relevant Training experience as outlined above under the sub-heading: 'Training requirements' in this TOR clauses 32 to 35.
  - e. The project manager should be able to communicate fluently in both spoken and written English
54. Training Manager
- a. The training manager should demonstrate qualification in areas relevant to the TOR including but not limited to Depth and breadth of past experience in assignments of similar scope in high risk environments for the UN, multinationals, foreign mission and international NGOs.
  - b. The proposed personnel should be certified in security related services – general protection courses, weapons training, combat first-aid, emergency response management etc. as detailed in the TOR.
  - c. The training manager should demonstrate relevant Training experience as outlined above under the sub-heading: 'Training requirements' in this TOR clauses 32 to 35.
  - d. The training manager should be able to communicate fluently in both spoken and written English

#### **Mobilization/Demobilization**

- 55. Initial mobilization period for security personnel will be within 45 days. Demobilization and/or mobilization to a different location will be within 30 days from date of notification. End of contract demobilization will be 30 days. Eviction and replacement of personnel will be done within seven days.

#### **Working Hours and Compulsory Time Off**

- 56. Security personnel may not be on-duty for longer than 8-hours in a 24-hour period and must receive one continuous 24-hour break (paid) off-duty in every 7 days.
- 57. Security Personnel are to receive one full week (paid) of seven (7) days break outside of their duty-station every 3 months. Given distances for travel this can be combined to fourteen (14) days every six months at the discretion of the Contractor.
- 58. The Contractor will be required to provide evidence of their proposed leave and rotation plan.

#### **UN Responsibilities**

- 59. The UNDSS will identify its most senior security professional to be responsible for security management, policy and procedures within the UN Common Compound and in accordance with the SOPs.
- 60. The UNDP will designate a Contracting Officer who will be responsible for the operational management of the contract and liaison with the Contractor. This shall not be a UNDP security professional.
- 61. The UN shall make available any on site medical services to all personnel, including to incorporate them into the emergency medical relocation plan within Somalia, at agreed costs separate to this SoR. This does not prevent the contractor from implementing their own medical planning and CASEVAC or MEDIVAC procedures.
- 62. In the event of an evacuation across international borders, or relocation within Somalia due to the security situation, the UN shall, where possible and when feasible, also include the contractor's personnel in any UN evacuation or relocation plan. Any costs associated shall be recoverable from the Contractor. The ultimate (duty of care) responsibility of the employees lies with the contractor.
- 63. The location has approved commercial hotels for mission staff of the Contractor.



### Technical Bid

64. The technical bid must include a full company profile explaining the number of years the Bidder has been in the business of providing security services, a history of any company change, corporate restructuring and previous companies and affiliations.
65. The Bidder must also provide the proposed methods of staff recruitment and mobilization to demonstrate that the requirements under this SoR can be substantially met.
66. The copy of the permit to operate in the Puntland must be provided at time of bid submission. All permits must be available prior to contract award.
67. A copy of the Firearms Permit for Puntland authorising the Bidder to import, carry and use firearms and the appropriate ammunition in pursuance of their contracted duties will be provided.
68. The Bidder is to provide a list of clients to which similar services have been contracted in the last five years. This must include a description of the services performed and the aggregate value of the contract awards.
69. A typical CV, including qualifications, of the Project manager, training manager and Armed Guard Supervisor must be included.

### Financial Bid

70. The financial bid must include the "per unit" costs as specified in each Appendix and must be submitted.
71. The financial bid must include any additional initial mobilization and demobilization costs for international staff. A "per unit" mobilization and demobilization cost should be identified as the movement from home country to in country.
72. The financial bid should also consider the overall management and associated detailed costs on a per month basis, to include Project management staff.

## APPENDICES

- |                    |  |
|--------------------|--|
| <b>APPENDIX 1</b>  | Static Protection of UN Personnel, Premises and Property by APSC National Armed Security Guards. |
| <b>APPENDIX 2-</b> | Armed Guard Supervisor- National.  |
| <b>APPENDIX 3-</b> | Training Manager/Instructor.   |
| <b>APPENDIX 4</b>  | Guidelines on Training Programme.  |
| <b>APPENDIX 5</b>  | Guarding Numbers.  |

## **APPENDIX 1- Static Protection of UN Personnel, Premises and Property by Armed Security Guards**

### **Objective**

1. Provide a visible deterrent to potential attackers as well as an armed response capability to repel any attack for at least 60 minutes in accordance with the Use of Force policy developed by the contractor, in accordance with the requirements of this SoR. Unarmed national guards shall provide basic functions where agreed.

### **Basic Functions**

2. Conduct access control of vehicles and pedestrians to the designated premises or area when tasked by the UNDP security professional:
  - Use of electronic body and package search equipment when required.
  - Personnel searches for all personnel;
  - Vehicle searches, including goods delivered;
  - Building searches for suspected explosive devices;
  - Visitor control and registration systems;
  - Opening and closing gate entry points;
  - Maintaining daily records;
  - Pedestrian and/or vehicle traffic records.
  - Mail Screening
3. Patrol the designated premises or area:
  - Identify and report suspicious persons or objects which may cause a security concern;
  - Subsequently contain or remove suspicious persons or objects which may cause a security concern;
  - Monitor and respond to intrusion and safety alarms;
  - Maintain guard post records and logs and preparation of incident reports; and
  - Provide First Aid to UN personnel and visitors in the event of incidents.
4. Ensure all personnel entering the premises are displaying a UN ID card, UNLP or a Compound Visitors Badge. Register and control all Visitor Badges to ensure all have been returned.
5. Upon direction of the senior security professional, the armed guard may hand search suspicious looking items brought into the premises. Female guards must always be available to search the body or bags of female staff or visitors.
6. Armed guards are to be placed on all observation towers to monitor the activities of personnel directly outside the UN premises. If suspicious activities are observed, the national armed guard will contact the compound operations Radio Room duty operator, or security staff, and advise them of the situation and provide a description of the same.
7. Constantly monitor the interior of the UN premise for unattended objects. Suspicious objects should not be moved, but the guard should visually check them to determine if they have an identifying label. If there is no label and the owner cannot be found, the guard should contact the senior UN security professional who will take appropriate action.
8. When ordered by the senior security professional the guard will not allow unescorted visitors into or within the UN premises.

9. The security guard will immediately secure the scene of any crime, evidence of break-in, theft, or any suspicious incident in order to prevent unauthorised access and safeguard evidence.
10. Operate baggage scanner and other screening equipment such as handheld detector, walk through metal detector, vehicle undercarriage inspection mirrors.
11. The security guard must be familiar with and enforce all UN Security SOP's for the post.

**Armed response**

12. Protect UN personnel, premises and property within the designated area in accordance with the Use of Force policy developed by the contractor, in accordance with the requirements of this SoR.
13. Protect and repel any attack on UN personnel, premises and property within the designated area for at least 60 minutes.
14. Closely liaise and coordinate with UN security on where, when and how Host Nation Security Forces in support of the UN will enter and takeover the battle space.

**Per Unit Personnel Cost**

15. The "per unit" cost to be quoted is the total cost to place one fully trained, equipped and uniformed personnel on the ground per month. Armed and Unarmed security guards are to be costed separately.

## **APPENDIX 2- Armed Guard Supervisor- National**

### **Qualifications**

1. In addition to the basic skills of a guard, supervisors are to have had training and be qualified and practiced in:
  - Leadership and management skills;
  - Command, control and communication skills;
  - Minor infantry tactics in urban and rural warfare;
  - Writing and issuing operational orders;
  - Preparation and submission of daily incident reports;
  - Supervising small teams of national security personnel;
  - Locating defensive positions, identifying weapon interlocking arcs of fire and engagement areas;
  - Supervising security measures and practices in base camp environments;
  - Undertaking formal training and general instructions;
  - Advanced weapon handling skills
  - A good command of English

### **Duties**

2. Under the direct supervision of the senior most UN security professional the Guard Supervisors perform the following duties:
  - Exercise command and control of all guards;
  - Plan static security tasks and implement these plans;
  - Manage and maintain the duty roster to ensure complete coverage at all times;
  - Ensure full knowledge of all existing security SOP's and Guidelines.
  - Rehearse guards regularly on security response to all attack modalities.
  - Exercise and demonstrate sound leadership and initiative at all times.
  - To function effectively under pressure to counter threats, including hostile elements.
  - Liaison with other security entities including host government security providers assigned externally to protect the UN premise.
  - Conduct limited training, drills, and revision as required.
  - Make evaluations on mission tasks and recommend changes and improvements to drills, plans and skill sets.
  - To submit incident reports when required to the senior UN security professional.
  - Perform other related security duties as designated by the senior UN security professional.

### **Per Unit Cost Guard Supervisor**

3. The "per unit" cost shall consist of one fully trained and equipped national Armed Guard Supervisor for a one-month period for Garowe location.

### **APPENDIX 3- Training Manager/Instructor**

#### **Objective**

1. The objective of the employment of a Training Manager/Instructor is to ensure all training standards are maintained and to conduct refresher training for all services as specified under the SoR.

#### **General Provisions**

2. The service provider shall be responsible for providing all equipment, materials, weapons, ammunition, personnel for the execution of the training services. The UNDSS PSA, or his representative, will approve the equipment, uniforms, materials and resources prior to their use in the performance of this contract.
3. The Contractor shall provide properly a qualified security instructor/trainer, equipped with the correct equipment and skills to carry out the functions and duties as contained in this SoR.
4. The Contractor shall provide regular and continual security training at all locations across Somalia where security personnel are deployed in support of the UN.
5. The Trainer/Instructor must work in cooperation with the UN security professional to conduct regular drills and exercises within the UN premise and in conjunction with the host government security forces.
6. Lessons learned must be recorded and incorporated into SOPs.
7. The Trainer/Instructor must be capable of the provision of training as outlined in Appendix 4 including weapons handling and management.

#### **Per Unit Cost Instructor/Trainer**

8. The "per unit" cost is the cost per day of one individual, fully equipped, trained and able to undertake all training requirements as specified in this SoR.
9. The contractor may also provide separate "per unit" costs, if felt necessary, of a senior trainer and specialist skills trainers.

## APPENDIX 4 - Guidelines on Training Programme

1. The Contractor will maintain training records for each security guard and supervisor including failures and subsequent remedial training and requalification. These records will be made available to the senior security professional upon request. The UN has the authority to monitor, evaluate and audit all training delivered by the Contractor. The supervisors will arrange for weekly rehearsals of actions to be taken by the personnel of the Contractor in the event of incident, designed around scenario-based situations.
2. General Orientation. Introduction to training program, training objectives, the role of national Armed Guards at the UN compound:
  - Contractor's Policies and Procedures
  - UN Policies and Procedures
  - UN mandate.
3. Principles of Premises Security. Principles of Security, actions on for protection of staff and facilities:
  - Site weapons and construction of pre-prepared fighting positions
  - Basic Infantry fighting tactics during the defence and attack
  - Denial of access to unauthorized persons
  - Defence of the UN premises for at least 60 minutes until reinforcement arrives
  - Maintenance of guard force records and logs and preparation of reports.
4. Authority and Jurisdiction. Authority of the Individual Guard:
  - Procedure for Handling Incidents/Offences;
  - Use of Force.
5. Relationship of contractor guard force with Somali/Puntland government security entities.
6. Procedures for defending against physical attack on the compound:
  - Guidance on use of force;
  - Various levels of force;
  - UN Use of Force Policy;
  - Procedures for the use of any equipment issued to guards, e.g., Assault Rifles, Batons, handcuffs, etc.
  - Handover – Takeover of the incident site to Somali government forces and the planning and rehearsal of in-extremis scenarios such as a complex attack on a UN facility.
7. Organization, structure, functions and interactions between each service provided under this SoR:
  - Missions;
  - Functions;
  - Guard/Company/UN Relationship;
  - Relationship between the Contractor and UN Security;
  - Duties of Security Guards;
  - Guard Conduct;
  - Patrols, Static Guards, OP.
8. Specific Duties of Individual Guards
  - Guard Orders;
  - Actions On and Arcs of Fire;
  - Rules of Engagement and Use of Force Policy;
  - Foot Patrols, Static Posts, Observation Posts;
  - Search and Seizure (personnel, vehicles and work locations);

9. Premises Entrance Posts;
  - Access Control where required;
  - Compound Geography;
  - Description of Post and function of Post;
  - Description of general orders and post orders in detail;
  - Hostile Surveillance detection training
  - Emphasis on guard responsibilities, Actions on and Immediate Action Drills.
  - Training on attack simulation whilst Internal national Armed Guards go into their Defence roles to hold and secure the UN Compound for at least 60minutes.
  - English language training.
10. Specific Duties of Individual Guard Supervisors
  - Writing and delivering Guard Orders;
  - Command and control during Actions On and ability to direct guards individual Arcs of Fire;
  - Familiar Rules of Engagement and Use of Force Policy;
  - Ability to communicate clearly via Radio Orders and Instructions to the Guards;
  - Training and Familiarization with UN Ops Room functions and role of commanding operations from these Ops rooms;
  - English language training.
11. Interpersonal Communications
  - Identify Senior Staff by Name/Position;
  - Verbal Communications;
  - Non-Verbal Communications;
  - Code of Ethics.
12. Radio Equipment Operation Procedures
  - Radio Operation/Care of equipment;
  - Procedures to be used in case of incident; notification of others; use of radio equipment
  - Records, Forms and Report Writing Procedures
  - Required Forms – Formats;
  - Report Distribution;
  - Procedures for preparing daily logs and incident reports.
13. Emergency Response Training
  - Description and nature of the threat to UN personnel and assets with examples;
  - In depth review of SOPs;
  - Bomb threats;
  - Internal hostage situations;
  - Fire/explosions;
  - Description of the threat to assets of fire; use of fire extinguishers; familiarization with fire alarms and extinguisher locations;
  - Role the guard force plays in case of an attack or demonstration;
  - Evacuation of buildings/locations and bomb search.
  - Handover of incident site to Somali National Security Forces
14. Care of Sick and Injured Persons
  - First Aid
  - Cardio Pulmonary Resuscitation (CPR).
15. Contractor must also provide the plan for weapons training, refresher training, live firing exercises, recalibration on a regular basis.

## **APPENDIX 5 – Guarding Numbers**

### **B. GUARDING NUMBERS FOR UNCC IN GAROWE**

<b>Location</b>	<b>Project Manager</b>	<b>Armed Guard Supervisors</b>	<b>Armed Guards</b>	<b>Unarmed Guards</b>
Garowe	1	2	43	30