

## REQUEST FOR PROPOSAL

### **PROCUREMENT OF SECURITY SERVICES FOR THE UN AGENCIES (BASED IN COLOMBO) ON LONG TERM AGREEMENT BASIS FOR INITIAL PERIOD OF 24 MONTHS AND RENEWABLE FOR ADDITIONAL 12 MONTHS SUBJECT TO SATISFACTORY PERFORMANCE**

**(RFP-UNJPT/01/2014)**

The United Nations Country Office Compound located at 202-204 Bauddhaloka Mawatha, Colombo 07 serves as the official UN Coordination Centre/ address vis-à-vis the Government of Sri Lanka and other Local Authorities in Sri Lanka. This office compound amongst other humanitarian and development related mandates is also utilized for important high-level meetings with counterparts, implementing partners, conferences and workshops involving donors and other international organization such as embassies and national and international non-governmental organizations.

The presence of highly trained, disciplined and qualified security personnel to implement and maintain existing security measures while working and liaising with each agency is of critical importance to the day to day operations of the compound.

To this effect, the United Nations Joint Procurement Committee (UNJPT) in Sri Lanka wishes to call for Request for Proposals from qualified and experienced security and safety service providers in Sri Lanka to implement and establish security services as per the Terms of Reference (TOR).

The Terms of Reference (TOR) detailing the exact required services, technical assessment evaluation criteria and financial consideration formats are available for download from [www.lk.undp.org](http://www.lk.undp.org) (operations> procurement).

**The UNDP wishes to contract a Single Service Provider to provide the said services and will accordingly sign a single contract with the successful Service Provider.**

Any supplier who submits a proposal without conforming to the solicitation document terms and conditions will be considered as technically non-compliant and the proposal will be rejected. All proposals must be clearly marked with (RFP-UNJPT/01/2014) on the top left corner of the envelope. The **deadline** for submission of the bids is **28<sup>th</sup> April 2014 2.00pm Sri Lanka time** and all proposals must be sealed and delivered to the addresses below. All late proposals will be rejected and returned to the bidder unopened.

Head of Procurement  
United Nations Development Programme (UNDP)  
202-204, Bauddhaloka Mawatha  
Colombo 07  
Sri Lanka.

## **REQUEST FOR PROPOSALS**

**BID REFERENCE NO: RFP-UNJPT/01/2014**

UNICEF REF:LRPS-LSU- 2014-9110108

3 April 2014

### **UNITED NATIONS JOINT PROCUREMENT COMMITTEE IN SRI LANKA**

**wishes to procure**

**SECURITY SERVICES FOR THE UN AGENCIES (BASED IN COLOMBO) ON LONG TERM ARRANGEMENT BASIS FOR INITIAL PERIOD OF 24 MONTHS AND RENEWABLE FOR ADDITIONAL 12 MONTHS SUBJECT TO SATISFACTORY PERFORMANCE BY THE BIDDER**

**SEALED OFFERS SHOULD BE SENT TO:**

**Head of Procurement  
United Nations Development Programme (UNDP)  
202-204, Bauddhaloka Mawatha, Colombo-07**

### **IMPORTANT – ESSENTIAL INFORMATION**

The reference **RFP-UNJPT/01/2014** must be shown on your offer.

**THE PROPOSAL FORM MUST BE USED WHEN REPLYING TO THIS INVITATION. FAILURE TO SUBMIT YOUR BID IN THE ATTACHED PROPOSAL FORM, OR FAILURE TO COMPLETE THE DETAILS AS REQUESTED, WILL RESULT IN INVALIDATION.**

Offers MUST be received by latest **2:00 p.m local time on Monday, 28<sup>th</sup> April 2014** and will be publicly opened at **2:30 p.m local time on Monday, 28<sup>th</sup> April 2014** Proposals received after the stipulated date and time will be invalidated.

Proposals must be submitted in a securely sealed envelope in accordance with the Instructions to Bidders attached to this bid.

**PROPOSALS WILL ONLY BE ACCEPTED IN THE CURRENCY STATED IN THE ENCLOSURES TO THE INVITATION. PROPOSALS RECEIVED IN ANY OTHER CURRENCY WILL BE INVALIDATED.**

THIS REQUEST FOR PROPOSAL HAS BEEN:

**Prepared By:** \_\_\_\_\_ (To be contacted for additional information, NOT FOR SENDING OFFERS) Lingeswary Sugadevu, Contracts Assistant – [lsugadevu@unicef.org](mailto:lsugadevu@unicef.org)

**Reviewed By:** \_\_\_\_\_  
Stanley Attanayake, Supply Officer

**Approved By:** \_\_\_\_\_  
Ruthie Pelpola, OIC Operations

## Table of Contents

Section No.	Section Title	Page
	Cover Page	1
	Table of Contents	2
I	Proposal Form	3
II	Proposal Form Response Format	4
III	Terms of Reference	5-11
IV	Instructions to Bidders	12-15
V	Evaluation Criteria	16-19
VI	FICHE ID	20
VII	Price Schedule	21
VIII	General Terms and Conditions	22-25

**Note :** The United Nations Joint Procurement Committee hereby invites you to submit a proposal to this request for Proposal (RFP) for the provision of security services. This RFP is issued by UNICEF on behalf of all UN Agencies based in Sri Lanka, in order to hire a security services company for a period of 3 years. Therefore UNICEF represents the UN agencies throughout these solicitation documents. However your proposals must be sealed and delivered to the UNDP Office at Bauddhaloka Mawatha, Colombo-07

## **I. PROPOSAL FORM**

PROPOSAL FORM must be completed, signed and returned to UNICEF. Proposal must be made in accordance with the instructions contained in this REQUEST.

### **TERMS AND CONDITIONS OF CONTRACT**

Any Contract resulting from this REQUEST shall contain UNICEF General Terms and Conditions and any other specific Terms and Condition detailed in the REQUEST.

### **INFORMATION**

Any request for information regarding this REQUEST must be forwarded by fax or e-mail to the attention of the person who prepared this document, with specific reference to the Request number.

### **PROPOSAL**

The Undersigned, having read the Terms and Conditions of **RFP-UNJPT/01/2014** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

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

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

**Name & Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

**Tel/Cell Nos:** \_\_\_\_\_

**Fax No:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Validity of Offer:** \_\_\_\_\_

**Currency of Offer:** \_\_\_\_\_

Please indicate after having read UNICEF Terms of Payment stated in document, which of the following terms are offered by you.

10 days 3.0% \_\_\_\_\_ 15 days 2.5% \_\_\_\_\_ 20 days 2.0% \_\_\_\_\_ 30 days net \_\_\_\_\_ Other \_\_\_\_\_

**Note: This signed form must be submitted as part of the Technical Proposal.**

## **II. PROPOSAL FORM RESPONSE FORMAT**

<b>NO.</b>	<b>DESCRIPTION</b>	<b>BIDDER COMMENTS</b>
1.	<b>Technical Details</b> <ul style="list-style-type: none"> <li>- Description of organization/firm, a brief history of the firm, number of employees, lines of business, areas of specialization, office locations, organizational structure, etc.</li> <li>- Technical Knowledge in the field of Security Services administration and management</li> <li>- Authorization/ or license to handle such works and registration with concerned authorities.</li> <li>- Quality assurance procedures in place (ISO certification etc.)</li> </ul>	
3.	<b>Composition of Team</b> <ul style="list-style-type: none"> <li>- Number of Managerial staff managing the sub contracted personnel, their names, qualifications and profiles.</li> <li>- Number of current personnel under contracts with your organization and administration by your company.</li> </ul>	
4.	<b>Experience and Expertise</b> <ul style="list-style-type: none"> <li>- Provision of at least 3 references from clients for whom the bidder has provided similar services,</li> <li>- Sound experience in Security Services management and administration</li> <li>- Progressive operational experience with United Nations or other International Humanitarian Organization and/or any leading Commercial Companies.</li> </ul>	
5.	<b>Bidding Document</b> <ul style="list-style-type: none"> <li>- Proposed services are clearly defined in the bid</li> <li>- Bid is meeting UNICEF requirements</li> <li>- All the required documents are submitted</li> </ul>	
6.	<b>Price</b> <ul style="list-style-type: none"> <li>- Incorporation documents</li> <li>- Audited financial statements for previous 2 years</li> <li>- Price of services</li> </ul>	

### **III. TERMS OF REFERENCE**

#### **BACKGROUND:**

The UNDP Compound in Colombo 7 serves as the UN Compound and is the official UN Coordination centre/address vis-à-vis the government and local authorities in Sri Lanka. Protests and demonstration on various local and international issues connected to the UN generally culminate in the delivery of petitions to the Resident Coordinator, UN Sri Lanka at this location. Additionally important high-level meetings with counterparts, conferences and workshops involving donors and other international organization, embassies and Non-Government Organizations are regularly held within the Compound.

In addition to the official UN Compound within Colombo, the UN operates additional office locations both within Colombo and throughout the country as a whole. In recognition of the global threat against the UN by terrorist organizations and the general in country safety and security environment, the UN requires a variety of security services to mitigate against, but not limited to, crime, civil unrest, fire, natural disasters and terrorist activities.

In order to clearly identify both threats and risks and to provide clear mitigation to counter such, the UNDSS CSA has completed a formal Security Risk Assessment, endorsed by the UNSMT.

Initially there is a requirement for the use of a qualified security guard service which will be required to work jointly with UNDP Operations Management, UNDSS and the UN to ensure 24/7 security of UN compounds. UNDP Operations Management as the client will delegate the technical management of such security services to the Sri Lanka UNDSS team, as designated by the UNDSS CSA. Additional security services may be required as the scope of UN operations change within Sri Lanka and with any significant change of the security environment.

#### **CONTRACT OBJECTIVES AND SCOPE**

Initially, the objective of this RFP is to provide 24 hour protection to the Official UN Compound at 202-204 BAUDDHALOKA, MAWATHA, COLOMBO 07. The general scope of services will ensure the implementation of UN security procedures, physical security measures, joint security measures, perimeter security, internal security patrols and access control systems. The contract provides the possibility of contractual extension to cover additional UN locations throughout Sri Lanka.

The Security Services Provider shall afford 24 hour, seven day security services for UN buildings, the surrounding compound grounds, perimeter barriers and access/egress control as follows:

- (a) Implement new and maintain existing physical and procedural security measures, in accordance with agreed written security operating procedures (SOP).
- (b) Provide after office hours communication with the UN Inter-Agency Communication Center;
- (c) Operate under the direct management of the UNDSS Sri Lanka CSA or delegate;
- (d) Implement new and maintain existing security reporting procedures in accordance with written agreed security operating procedures in all cases.
- (e) Operate provided CCTV systems.
- (f) Maintain new and existing Access/Egress control systems.

- (g) Maintain and operate new and existing fire suppression systems and related provided equipment.
- (h) Provision of mail reception, registration and delivery systems.
- (i) Prevent compound access to persons intent on causing harm to UN staff, assets and systems;
- (j) Initiate immediate actions in the event of a security incident.
- (k) Initiate crowd control measures in the event of demonstration or protestor activities at or in the vicinity of the UN compound.
- (l) Implement any other ad hoc security related task considered essential to ensure or to maximize the security and safety of UN staff communicated to the Security Service Provider by UNDSS advance or at the time of incident.

**Additional Services will include but not limited to the provision of:**

- i. On call Quick Reaction Force (QRF);
- ii. On call Escort Services;
- iii. On call Close Protection Team;
- iv. On call canine services (EOD, Patrol, Drugs) to include handler;
- v. On site, 24hour firefighting capacity, all guards to be fire marshal trained;
- vi. On site 24 hour First Aid/First Responder capacity;
- vii. Establish and maintain liaison and direct communication with the Sri Lankan EOD services, Fire Brigade, Police, Police Rapid Emergency Unit, Area Police, Ambulance and other emergency interlocutors.

## **C. REQUIRED QUALIFICATIONS**

### **1- Minimum Qualifications for Security Company**

#### **Experience**

The Potential Security Service Providers will demonstrate that they have current or previous experience in providing similar contracts to UN Agencies and/or International Organizations, International Companies, of similar size to the initial requirement for the UN Official Compound in Colombo, or that of Embassies, within the last 10 year period.

#### **References**

The Potential Security Service Providers will provide a list of current and previous clients with similar contracts to permit and validate references provided. References will focus on the Security Service Providers responsiveness to security interests and problems, the quality of the services performed and the dependability of meeting security needs.

#### **Guard selection**

The Potential Security Service Providers will provide a pool of employees who will be approved for assignment to United Nations facilities by the UN. This pool should be of sufficient magnitude to permit replacements in the event of absenteeism, disciplinary removal, etc; and

#### **Financial capacity**

The Potential Security Service Providers will demonstrate the ability to financially sustain the guard force and complete all aspects of the contract if awarded. Furthermore they will identify the financial institution utilized for its business, with a letter of affirmation from the institution to the solvency and ability of the Security Service Provider to fulfil the contract requirements. This letter will provide access to an official of the financial institution, who will assure that the firm is financially solvent and responsible.

## 2- Minimum Qualifications for Security Staff

### Area/Operational Supervisor

This supervisor will have international experience outside of Sri Lanka or alternatively, will have supervised security services for international companies, organizations for at least three years. Additionally a military or police background with a minimum of 10 years' service experience at the rank of senior NCO or above. The supervisor will possess a good command of languages in particular English and have abilities which meet the minimum requirements of the CSO.

### Chief Security Officer (CSO) / Supervisor

Whilst the Security Services Provider will have the latitude to select supervisors including the Chief Security Officer and shift commanders, UNDSS reserve the right of final approval of those personnel.

Minimum selection criteria for this contracted position will include:

- (a) Previous experience of managing a guard force/security team;
- (b) Command experience at the rank of sergeant or above in a police or military, five years of service experience;
- (c) Meets minimum selection criteria outlined above;
- (d) Is a citizen of Sri Lanka or possesses a valid work visa if foreign national;
- (e) Has good command of English Language both written and Oral;
- (f) Has good computer skills;
- (g) Has good communication skills;
- (h) Displays commitment to UN core values;
- (i) Aged between 25 to 50 years old.

It is important to note that in supervisor selection, the selected service provider must include a provision for the replacement in the event of absenteeism or if performance or behavior is not acceptable and disciplinary action is taken.

### Guards:

In accordance with the below qualification/criteria, the security service provider is responsible for selecting candidates for employment. All personnel hired will be required to go through the approval process, if requested by the hiring agency.

- **Age:** 21 to 45 years old;
- **Gender:** A minimum of two female staff must be present during office hours, with a minimum of one female outside of these hours;
- **Experience:** All candidates will have a minimum of three years military or Police experience; in lieu of the above, candidates may be considered with a minimum of five years operational security experience;
- **Health:** All candidates will be free from all communicable diseases and in good general health without physical impairment or abnormality, which would interfere with the



performance of any prescribed duty. All guards will be sufficiently fit for role regardless of task;

- **Drug dependency and medication:** Shall not be dependent on alcohol or other drugs. If using prescribed medication, the use thereof shall not hinder the performance of assigned guard duties;
- **Education and literacy:** Completion of secondary school is desired but not compulsory, with a good working knowledge of English whilst fluent in Sinhalese and Tamil;
- **Skills:** Able to operate HF hand set, basic first aid trained, fire marshal trained, have the background knowledge to handle and operate sophisticated security equipment;
- **Character:** Must have the ability to follow instructions, communicate effectively, being reliable, dependable, firm, courteous and tactful. Must be able to comprehend orders and directives quickly. Ability to take clear and decisive action especially during emergency situations.

### 3- Job Descriptions for Security Staff

#### *UN Compound Manager*

The designated UN Compound manager will act as the UN Focal point for both administrative and logistical purposes, whilst the operational management of the Security guards deployed in the compound will remain with UNDSS. He will coordinate and liaise with UNDSS/UNDP and the Security Service Provider.

#### *Area/ Operational Supervisor*

It is required that the AOS will attend the compound twice daily – once during the day and again during the night, occurrence times must vary, and a log of attendance will be provided to UNDSS daily, with a written report. The AOS will ensure presence during special functions and or events held at the compound, and will additionally render assistance to the Compound Manager/UNDSS in the event of a spontaneous security incident.

The AOS will attend a monthly meeting with UNDSS delegated persons and the UN Compound manager at the UN direction to resolve issues and improve service. In the event of a significant security related incident, the AOS will be required on direction to attend any ad hoc meetings.

#### *Chief Security Officer (CSO)*

The CSO although within the structure of the Security service provider is supervised by the Area Operational Manager, on a day to day basis, the CSO will take direct instruction and management from the UNDSS CSA designated staff member.

Chief Security Officer is responsible for:

- The implementation of security at the UN office
- Direct supervision of all guard members
- Control and supervision of guard activities
- Monitor the daily security situation by utilizing national security interlocutors
- Produce a written log of all security events
- Produce a daily situation report to be submitted to UNDSS by 0900hrs next day
- Manage the control and operation of the alarm system, emergency exit doors

- Manage the control and the operation of the CCTV
- Mediate with difficult visitors/staff in the first instance with follow up to UNDSS
- Ensure all persons entering the UN compound comply with the security procedures
- Accompany Compound manager/UNDSS in building search as required
- Ensure full service compliance to include guard numbers and operational status
- Ensure that no guards perform more than 12 hours in a out of 24 hour period
- Complete duty roster and designation of role, whilst ensuring role rotation
- Conduct daily parade and inspection of the guards
- Report and replace guards found unfit for duty
- Provide duties brief to guards and supervise allocated roles
- Inspect the logbook and key register for offices and vehicles regularly
- Conduct inquiries on impropriety and losses reporting to UNDSS
- In the event of a security incident the CSO will inform and be directed by UNDSS
- Supervise guard room equipment and record in the Security Information Book (SIB)
- Secure and preserve evidence in the event of a security incident
- Report to UNDSS acts of misconduct or disobedience
- Equipment inspections to ensure the compound safety and security (fire extinguishers, smoke detectors, fire alarms, etc) inspection should take note on expiry dates
- Monitor and manage vehicular movement and parking
- Monitor and maintain a Key Register id approved by UNDSS/UNDP
- Manage mail with coordination to the UNDP Registry in accordance with SOP
- Manage "Gate Pass" authorization, No UN property will be taken out of the compound without a gate Pass.
- Manage emergency drill exercises in accordance with UNDSS direction whilst maintaining a compliance and drill log for the following:
  - Fire
  - Bomb
  - Direct Attack, small arms fire
  - Suspicious parcels
  - Evacuation of office and compound
  - Contaminated vehicle
  - Telephone threat
  - Demonstrations/crowd control
- Any other security duties deemed essential by UNDSS.

### *Security Guards*

Security guards will be directly answerable to the CSO and will carry out the below responsibilities:

- Access/ Egress Control measures in accordance with the UNDSS SOP
- Response to fire and other alarm systems in accordance with the UNDSS SOP
- Security patrol measures in accordance with the UNDSS SOP
- Detecting crime, either prior to or after the commission of the offence in accordance with the UNDSS SOP
- Directing staff to appropriate assembly areas during an emergency in accordance with the UNDSS SOP
- Package and Bag screening clearance in accordance with the UNDSS SOP
- Monitoring the CCTV system, detecting and alerting any imminent incident

- Reporting incidents in accordance with the UNDSS SOP
- Activate the appropriate emergency procedures in accordance with the UNDSS SOP
- Alerting the guards at the emergency exit doors in an emergency situation
- Operating the PA system under direction of UNDSS
- Ensure that a log sheet is maintained at the CCTV monitoring room.
- The UN flag will be hoisted at 0600hrs and be lowered at 1800hrs daily.
- In the event of power stoppage, the standby Generator should be initiated by the duty security guard as directed by the Compound Manager.

#### 4- Working arrangements/shifts

The Security Service Provider will supply teams to accommodate two shifts, each of which will operate for a 12hour period. There will be a minimum of 12 hours between the operation of any duty, and under NO circumstances will a security guard work for more than 12 hours. The deployment of Security Personnel will be directed by UNDSS.

The composition is as follows:

Chief Security Officer (CSO):	1 person
Male Guard	7 persons – 2 persons out of office hours
Female Guard	2 persons – 1 person out of office hours

Day shift – Monday to Friday 0700 – 1900hrs – 10 Staff (as above)

Day shift – Saturday and Sunday 0700 – 1900hrs – 4 Staff (as above)

Night shift – Monday to Sunday 1900 – 0700hrs – 4 Staff (as above)

#### 5- Training

Responsibility for all guard training rests with Security Service Provider and evidence of completion must be provided to UNDSS to facilitate verification. UNDSS may at their discretion provide additional training. The Security Service Provider will develop recruit and in-service training plans and submit them for verification and approval to UNDSS. It is imperative that both recruit and in-service training programmes include all contract requirements.

#### 6- Other

##### Service Providers Additional Responsibilities

- All transportation and regional deployments to be the sole responsibility of the Service Provider
- The Service Provider must provide qualified and experienced supervisors and security personnel to implement all required security activities as outlined above
- The Service Provider will ensure that all security personnel are to be fully equipped, including uniforms, Personal Protective Equipment (PPE) and any other equipment deemed necessary to fulfill the intended role (See below)
- The Service Provider shall be fully responsible for all insurance, medical and liability coverage for all personnel
- All absences of security personnel are to be replaced at the Service Providers expense
- The Service Provider will be required to provide food and all other life support
- The Service provider shall be compliant with national security industry regulations and will obtain all the necessary import and export licenses, in-country permission etc, for the security personnel and all equipment
- The Service provider will be consistent with the UN security and safety standards outlined in the current country MOSS/MORSS and country security plan

- The Service Provider will ensure that daily incident reports are submitted to UNDSS

#### Guard Force Equipment

The guard force will possess full uniform (including footwear), weather-protective clothing, flashlights, whistles, notebook and pencil.

#### Communications

The existing communication equipment in UNDP will be controlled/tested and handed over to the on-site guard force supervisor and periodically checked for accountability and maintenance. Additionally, coordination with the communications officer for frequencies, routine maintenance and emergency repair must be undertaken by the Service Provider.

#### Indemnity insurance

The Service Provider will provide insurance against criminal activity to include theft or damaged attributed to the Service Provider personnel or agents.

#### Disciplinary Measures

The Service Provider agrees to undertake any disciplinary measures recommended by UN against any guard whose conduct is considered unsatisfactory. The UN must be informed of any new recruitment made by the Service Provider.

#### Penalty for Non Compliance

The Service Provider will subject to financial penalty (outlined in the contract) in the event of noncompliance of this TOR. Additionally the Service Provider will be held liable for cost incurred by the UN to resolve the Service Providers noncompliance without limitation.

The services of this LTA should be extended to the following UN Agencies on request.

- a) United Nations Development Programme (UNDP)
- b) United Nations Population Fund (UNFPA)
- c) World Food Programme (WFP)
- d) United Nations office for Project Services (UNOPS)
- e) World Health Organization (WHO)
- f) Food & Agricultural Organization (FAO)
- g) International Labour Organization (ILO)
- h) United Nations High commissioner for Refugees (UNHCR)
- i) United Nations Office for the co-ordination of Humanitarian Affairs (UN- OCHA)
- j) United Nations Department of Safety & Security (UNDSS)
- k) Asian Development Bank (ADB)
- l) United Nations Children fund (UNICEF)

#### **IV .INSTRUCTIONS TO BIDDERS**

##### **1. MARKING AND RETURNING OF PROPOSALS**

**SEALED PROPOSALS** must be securely closed in a suitable envelope, clearly MARKED on the outside with the RFP NUMBER and despatched to arrive at the UNICEF office indicated NO LATER THAN the CLOSING TIME AND DATE. Proposals received in any other manner will be INVALIDATED.

Proposals shall be submitted in duplicate, in English, and shall be sealed in 1 outer and 2 inner envelope and all envelopes shall indicate the bidders name and address. The outer envelope shall be addressed as follows:

**Head of Procurement  
United Nations Development Programme (UNDP)  
202-204, Bauddhaloka Mawatha, Colombo-07**

**RFP-UNJPT/01/2014  
DUE: 2.00 p.m., Monday, 28<sup>th</sup> April 2014**

##### **Technical Proposal**

The first inner envelope shall be marked **Technical Proposal** and addressed in the same manner as the outer envelope.

The Bidder must provide sufficient information in the proposal to demonstrate compliance with the requirement set out in each section of this Request for Proposal. The proposal shall include, as a minimum:

- Fiche ID of the company: see page 20.
- Description of the services offered as per the services requested in the "TERMS OF REFERENCE" including a description of each service proposed;
- Information on the expertise and capabilities of the organisation submitting the proposal, including the CVs of technical staff who are proposed to undertake tasks as described in the proposal.
- Compliance with UNICEF General Terms and Conditions (Signed Proposal Form, page 3)
- List of current and previous clients with particular emphasis on International and Humanitarian organisation;
- A copy of the latest Audited Financial Statement, if applicable, outline of a financial plan to ensure viability of the company;
- Copies of:
  - Certificate of Incorporation;
  - VAT Registration Certificate with the Sri Lanka Revenue Authority;

Information, which the Bidder considers proprietary, must be marked clearly "proprietary" next to the relevant part of the text and UNICEF will then treat such information accordingly.

##### **Financial proposal**

The 2<sup>nd</sup> inner envelope shall be marked **Financial Proposal** and addressed in the same manner as the outer envelope, and shall contain the following documentation:

##### ***Pricing Structure***

The Bidder must submit rates for the services listed in the 'Schedule for prices' in attached Annexure. The currency of the proposal shall be in SRI LANKAN RUPEES. Please note that UNICEF is exempt from payment of Taxes and VAT.

- Proposed pricing arrangement, according to the 'schedule of prices' in the attached Annexure;
- Rates/Prices offered shall be all inclusive and shall remain fixed for 24 month periods from the commencement of the contract, provided however that:

(a) The successful Bidder may review its prices/rates every 24 months from commencement of the contract, and shall notify UNICEF in writing 90 days prior to the 24 month expiry, of price maintenance or a proposed price decrease or increase. UNICEF shall be entitled to either accept the price decrease/increase or to cancel the contract, and shall notify the successful Bidder in writing of its decision. Request for price increase must be accompanied by documentary evidence.

## **2. TIME FOR RECEIVING PROPOSALS**

2.1 Sealed Proposals received prior to the stated closing time and date will be kept unopened. The Officer of the Bid Opening Unit will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.

2.2 UNICEF will accept no responsibility for the premature opening of a Proposal which is not properly addressed or identified.

2.3 Modification by fax of sealed Proposals already submitted in a sealed envelope will be considered if received prior to the closing time and date.

## **3. PUBLIC OPENING OF PROPOSALS**

Bidders, or their authorized representative, may attend the public opening of the RFP at the time, date and location specified. The only envelope that will be opened at public bid opening is the Technical Proposal.

## **4. VALIDITY**

Proposals shall remain valid for a period of 24 Months from the date of closing for the Proposals.

## **5. NO LETTER OF CREDIT OR ADVANCE PAYMENT**

The Financial Regulations and Rules of UNICEF preclude advance payments and payments by letter of credit, except in special circumstances. Such provisions in a proposal will be prejudicial to its evaluation by UNICEF.

## **6. INVOICING**

Invoices must be submitted to the Supply/Logistics Section of UNICEF Sri Lanka Country Office on an agreed time frame.

## **7. CHANGES AND/OR ALTERATIONS**

All requests for changes or alterations to the Request for Proposal or requests for clarifications must be submitted in writing by fax No: 011 2832403, or e-mail to Supply Officer. UNICEF. Information provided verbally will not be considered a fundamental change and will not alter this Request for Proposal.

Inquiries received less than five (5) working days prior to the Proposal closing date cannot be guaranteed any response. Only written inquiries will receive an answer. All inquiries and answers will be provided to all invitees in writing, regardless of the source of the inquiry.

## **8. REFERENCES**

The Bidder is requested to provide the name of at least three (3) customers to which it provides the same type of services, whether in various and/or disperse geographic locations. UNICEF reserves the right to contact these references, without notifying the Bidder.

## **9. SUBCONTRACTING**

Bidders MUST identify on their offer, any services, which may be offered by themselves, but originate from another supplier and/or country. UNICEF must review all subcontracting prior to award.



## **10. RIGHTS OF UNICEF**

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF also reserves the right to negotiate with the Bidder who has submitted the best proposal. UNICEF shall not be held responsible for any cost incurred by the Bidder in preparing the response to this Request for Proposal. The Bidder agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. UNICEF reserves the right to award the agreement to one or more contractor(s).

## **11. BIDDERS' REPRESENTATIONS**

The proposer represents and warrants that it has the required Qualification or specialized knowledge/experience required for the assignment.

## **12. FULL RIGHT TO USE AND SELL**

The Bidder warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF to use the demised premises that may be acquired under any resulting Contract.

## **13. PROPERTY OF UNICEF**

This Request for Proposal, inquiries and answers and the Proposals are considered the property of UNICEF. All materials submitted in response to this Request shall remain with UNICEF.

## **14. LANGUAGE OF PROPOSAL**

The proposals prepared by the Agent as well as all correspondence and documents relating to this document shall be written in the English Language, provided that any printed literature furnished by the Agent may be written in another language provided the literature is accompanied by accurate English translation of the relevant passages for purposes of interpretation.

## **15. PROPRIETARY INFORMATION**

Information, which the Bidder considers proprietary, must be marked clearly "proprietary" next to the relevant part of the text, and UNICEF will then treat such information accordingly

## **16. EVALUATION OF PROPOSALS**

16.1 Following the closure of the RFP, proposals will be evaluated by a Technical Committee including UNDSS Representation to assess their merits. The evaluation will be restricted to the contents of the proposals, bidder profile, relevant experience, client list, financial status and price proposal.

16.2 A 2 stage procedure will be utilised in evaluating proposals, with evaluation of the Technical Proposal being completed prior to any evaluation of the Price Proposal. Technical Proposals will be evaluated for compliance with the mandatory requirements of the RFP. Mandatory requirements are minimum requirements for the proposals to be considered. Evaluation will be on a simple pass/fail basis. Mandatory requirements will be indicated throughout this RFP by the words "mandatory", "shall", "must", or "will" in regard to obligations on the part of the Bidder. Proposals deemed not to meet all of the mandatory requirements will be considered non-responsive and rejected at this stage without further consideration.

16.3 The **Technical Proposal** has a total possible value of 70 points. Proposals which are considered none technically compliant and non-responsive will not be given further consideration.

16.4 The total number of points allocated for the **Price Proposal** is 30. The maximum number of points will be allocated to the lowest price proposal that is opened and compared among those bidders which obtain the threshold points in the evaluation of the Technical Proposals. All other Price Proposals shall receive points in inverse proportion to the lowest price.

## **17. AWARD/ADJUDICATION OF PROPOSALS**

The final selection of the most responsive proposals will be based on the best proposal overall, in terms of technical score and price. UNICEF reserves the right to make multiple arrangements for any goods/services where,

in the opinion of UNICEF, the lowest acceptable Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF's best interest to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc bid which meets all the requirements in paragraph 16.1 above.

## **18. ERROR IN PROPOSAL**

Bidders are expected to examine all Schedules and all Instructions pertaining to the RFP. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

## **19. RFP TERMS AND CONDITIONS**

19.1 This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:

- (a) Visit and inspect the bidder's premises;
- (b) Contact any/all referees provided;
- (c) Request additional supporting or supplementary information;
- (d) Arrange interviews with the proposed project team/consultants;
- (e) Reject any/all of the proposals submitted;
- (f) Accept any proposals in whole or in part;
- (g) Negotiate with the most favourable bidder;
- (h) Award contracts to more than 1 bidder, as UNICEF considers to be in its best interests.

19.2 Bidders shall bear all costs associated with the preparation and submission of proposals, and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.

## **20. VALUE ADDED TAX (VAT)**

UNICEF is exempted from all direct taxes. Quoted price should exclude mentioned taxes (such as Value Added Tax). All other applicable taxes, duties, levies, licenses are to be for Supplier's account. UNICEF will provide copy of Agreement with Government of Sri Lanka confirming mentioned tax exemption status. Please indicate your VAT registration number in your bid.



## **V. EVALUATION CRITERIA**

### **Evaluation and comparison of proposals:**

Proposals will be evaluated according to combined evaluation system/procedure. During the first stage, technical proposals will be completed prior to any price proposal being opened and compared. The price component of the Proposals will then be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1,000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be considered on the following basis:

- $300 \times [\text{LKR Lowest Weighted Fees by Proposer}] / \text{LKR other Proposer's Fee} = \text{points for other proposer's weighted fees.}$
- Weighted fees are calculated on the following basis:
  1. Section A of Price Schedule 120 points (300 points/total # of personnel) x 10 personnel
  2. Section B of the Price Schedule 60 points (300 points/total # of personnel) x 05 personnel
  3. Section C of the Price Schedule 60 Points (300 points/total # of personnel) x 05 personnel
  4. Section D of the Price Schedule 60 Points (300 points/total # of personnel) x 05 personnel

Final combined scoring of each Offer or will be on the basis of combined evaluation of **technical score weighting 70% and the financial score weighting 30%**. The award will be granted to the Offer or achieving the highest cumulative score.

### **Technical Evaluation Criteria**

Evaluation forms for technical proposals follow on the next three pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Summary of Technical Proposal Evaluation forms			Score Weight	Points Obtainable	A	B	C	D	E	F	G
<b>A</b>	Expertise of Firm / Organisation submitting Proposal		25%	250							
<b>B</b>	Proposed Work Plan and Approach		40%	400							
<b>C</b>	Personnel		35%	350							
<b>Total</b>				<b>1,000</b>							

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and may be changed depending on the need or major attributes of technical proposal.

Expertise of Firm / Organization submitting Proposal		Points Obtainable	A	B	C	D	E	F
1	Organization reputation	40						
2	General Organizational Capability which is likely to affect implementation (size of organization/ firm, strength of project management support e.g. project financing capacity )	35						
3	Experience on similar project in Sri Lanka.	30						
4	Experience on similar project in Colombo.	25						
5	Work for Embassies/ UN/ other international agencies.	40						
6	Quality assurance procedures, warranty	50						
7	Indemnity policy	30						
<b>Total</b>		<b>250</b>						

Proposed work plan and Approach		Points Obtainable	A	B	C	D	E	F
1	Hiring practice	35						
2	Basic Training	50						
3	Uniform & equipment	30						
4	Working conditions/working hour policy	30						
5	Maintaining full shift compliment	30						
6	Monthly report	30						
7	Rapid response	40						
8	Standard operational procedure	40						
9	In service training	50						
10	Employment insurance & health insurance	30						
11	Contact person in 24 hrs	30						
<b>Total</b>		<b>400</b>						

Personnel		Points						
		Obtainable	A	B	C	D	E	F
1.0	Chief of Guard/supervisor General qualification <ul style="list-style-type: none"> <li>• Not older than 45 years</li> <li>• Previous experience in managing a guard force</li> <li>• Command experience in a security services organization</li> <li>• Educational background</li> <li>• Training experience               <ol style="list-style-type: none"> <li>1. Fire protection</li> <li>2. First aid</li> <li>3. Restraining and handling difficult persons</li> <li>4. Use of radio equipment</li> <li>5. Bomb threats handling</li> <li>6. Building searches</li> <li>7. Emergency building evacuations</li> </ol> </li> </ul>	20 20 20 10 40						
1.1	Language qualifications	20						
	<b>Sub Total</b>	<b>130</b>						
2.0	Team Leader General qualifications <ul style="list-style-type: none"> <li>• Age 21-45</li> <li>• Previous experience in managing a guard force</li> <li>• Command experience in a security service organization</li> <li>• Educational background</li> <li>• Training experience               <ol style="list-style-type: none"> <li>1. Fire protection</li> <li>2. First aid</li> <li>3. Restraining and handling difficult equipment</li> <li>4. Use of radio equipment</li> <li>5. Use of security equipment</li> <li>6. Bomb threats handling</li> <li>7. Building searches</li> <li>8. Emergency building evacuations</li> </ol> </li> </ul>	30 10 10 10 40						
2.2	Language qualifications	20						
	<b>Sub Total</b>	<b>120</b>						

3.0	Guards General qualifications <ul style="list-style-type: none"> <li>• Age 21-45</li> <li>• Working experience as guards</li> <li>• Educational background</li> <li>• Training experience               <ul style="list-style-type: none"> <li>9. Fire protection</li> <li>10. First aid</li> <li>11. Restraining and handling difficult equipment</li> <li>12. Use of radio equipment</li> <li>13. Use of security equipment</li> <li>14. Bomb threats handling</li> <li>15. Building searches</li> <li>16. Emergency building evacuations</li> </ul> </li> </ul>	20 20 10 40						
2.2	Language qualifications	10						
	<b>Sub Total</b>	<b>100</b>						
	<b>Total</b>	<b>350</b>						

**VI. FICHE ID**

1) NAME OF COMPANY \_\_\_\_\_

2) ADDRESS OF COMPANY (IES)-TELEPHONE:

Main office \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sub Office) \_\_\_\_\_

\_\_\_\_\_

Sub office \_\_\_\_\_

\_\_\_\_\_

3) TELEPHONE Nos. OF HEAD OFFICE: \_\_\_\_\_

4) Fax No of HEAD OFFICE: \_\_\_\_\_

5) E-mail: \_\_\_\_\_

6) Place and Date of INCORPORATION: \_\_\_\_\_  
Please attach Certificate of Registration

7) Date of Commencement of BUSINESS ACTIVITY: \_\_\_\_\_

8) PAID UP CAPITAL as at 31<sup>st</sup> December 2013: \_\_\_\_\_

9) DETAILS OF PRINCIPAL SHAREHOLDERS AT 31ST DECEMBER, 2013:

	NAME	OCCUPATION	NATIONALITY	% OF HOLDINGS
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____

PLEASE FIND ATTACHED ANNEXURE FOR  
FINANCIAL PROPOSAL

**United Nations Children's Fund**  
**Sri Lanka Country Office**  
35, Balapokuna Road,  
Colombo 6  
Sri Lanka

Telephone (94)-11-2768555  
Fax (94)-11-2768650  
E-mail [colombo@unicef.org](mailto:colombo@unicef.org)  
[www.unicef.org](http://www.unicef.org)

## GENERAL TERMS AND CONDITION

### 1. Acknowledgement

Signing and returning the acknowledgement copy of a Contract issued by UNICEF or beginning work under that Contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

### 2. DELIVERY DATE

Delivery Date to be understood as the time the Contract work is completed at the location indicated under Delivery Terms.

### 3. PAYMENT TERMS

- (a) UNICEF shall, unless otherwise specified in the Contract, make payment within 30 days of receipt of the Contractor's invoice, which is issued only upon UNICEF's acceptance of the work specified in the Contract.
- (b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the Contract.
- (c) The prices shown in the Contract cannot be increased except by expressed written agreement by UNICEF.

### 4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the Contractor unless such changes have been approved by the contracting authority through an amendment to this Contract prior to incorporation in the work.

### 5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes or duties charged by the Contractor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Contractor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

Accordingly, the Contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### 6. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent Contractor vis-à-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

### 7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

### 8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the actions or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

### 9. INSURANCE AND LIABILITIES TO THIRD PARTIES

- (a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.
- (c) The Contractor shall also provided and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, air planes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.



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

Name UNICEF as additional insured; (i)  
(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;

(iii) Provide that UNICEF shall receive thirty (3) days written notice from the insurers prior to any cancellation or change of coverage.

#### 10. SOURCE OF INSTRUCTIONS

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

#### 11. ENCUMBRANCES AND LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under his Contract, or by reason of any other claim or demand against the Contractor.

#### 12. TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

#### 13. COPYRIGHT, PATTERNS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regards to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this Contract. At UNICEF's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assists in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

#### 14. CONFIDENTIAL NATURE OF DOCUMENTS

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

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

#### 15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers being appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.

(b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

(c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

#### 16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the Contract, or fails to perform any of the terms, conditions, or obligations of the Contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefits of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the expressed terms of this Contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the Contract arises out of force majeure.

Upon termination of the Contract, UNICEF may require the Contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this Contract. Subject to the deduction of any claim UNICEF may have arising out of this Contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

#### **17. SUB-CONTRACTING**

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF of all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-Contract shall be subject to and in conformity with the provisions of this Contract.

#### **18. ASSIGNMENT AND INSOLVENCY**

The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.

Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

#### **19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM**

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

#### **20. OFFICIALS NOT TO BENEFIT**

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

#### **21. PROHIBITION ON ADVERTISING**

The Contractor shall not advertise or otherwise make public that the Contractor is furnishing goods or services to UNICEF without specific permission of UNICEF.

#### **22. SETTLEMENT OF DISPUTES**

##### **Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation rules then obtaining, or according to such other procedure as may be agreed between the Parties.

##### **Arbitration**

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### **23. PRIVILEGES AND IMMUNITIES**

The privileges and immunities of the United Nations, including its subsidiary organs, are not waived.

#### **24. CHILD LABOR**

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

#### **25. ANTI-PERSONNEL MINES**

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom large portion are women and children. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

#### **26. AUTHORITY TO MODIFY**

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

## 27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the Contract, the Contractor shall (i) notify UNICEF at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

- (a) Personnel identified in the proposal as key individuals (as a minimum partners, managers, senior auditors) to be assigned for participation in the performance of the Contract.
- (b) Personnel whose resumes were submitted with the proposal; and
- (c) Individuals who are designated as key personnel by in the Contract.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of the replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by UNICEF shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

Company Name:

Price Schedule

(Please pay Attention to Shifts/shift times/male & female guard requirements per each Section)

Sri Lanka Rupees

A).	Monday - Friday	06.00am hrs to 18.00pm hrs			
			Guards	Shift Rate	Total per Shift
A1).	Cost of Male OIC / Supervisor <i>per</i> Shift		1		0
A2).	Cost of Female OIC / Supervisor <i>per</i> Shift		1		0
A3).	Cost of Male Guard <i>per</i> Shift		1		0
A4).	Cost of Female Guard <i>per</i> Shift		1		0
	<b>Sub total cost</b>				0
B).	Monday - Friday	18.00pm hrs to 06.00am hrs			
			Guards	Shift Rate	Total per Shift
B1).	Cost of Male OIC / Supervisor <i>per</i> Shift		1		0
B2).	Cost of Male Guard <i>per</i> Shift		1		0
B3).	Cost of Male Guard <i>per</i> Shift		1		0
	<b>Sub total cost</b>				-
C).	Saturday - Sunday - UN Holidays	06.00am hrs to 18.00pm hrs			
			Guards	Shift Rate	Total per Shift
C1).	Cost of Male OIC / Supervisor <i>per</i> Shift		1		0
C2).	Cost of Female OIC / Supervisor <i>per</i> Shift		1		0
C3).	Cost of Male Guard <i>per</i> Shift		1		0
C4).	Cost of Female Guard <i>per</i> Shift		1		0
	<b>Sub total cost</b>				0
D).	Saturday - Sunday - UN Holidays	18.00pm hrs to 06.00am hrs			
			Guards	Shift Rate	Total per Shift
D1).	Cost of Male OIC / Supervisor <i>per</i> Shift		1		0
D2).	Cost of Male Guard <i>per</i> Shift		1		0
D3).	Cost of Male Guard <i>per</i> Shift		1		0
	<b>Sub total cost</b>				0
E).	Per hour cost for OT (all categories)				
			Guards	OT Rate	Total per Shift
E1).	OT for Male OIC / Supervisor <i>per</i> hour		1		0
E2).	OT for Female OIC / Supervisor <i>per</i> hour		1		0
E3).	OT for Male Guard <i>per</i> hour		1		0
E4).	OT for Female Guard <i>per</i> hour		1		0
	<b>Sub total cost</b>				0

Summary of Costs:

Total per Day Cost for 2 shifts (Monday - Friday)	(A + B)	=	-
Total Weekend/UN Holiday Costs for 2 shifts	(C + D)	=	-

Average Monthly Recurring Cost

F).	Additional Guards (if required by UNDP)			
F1).	Cost of <i>ONE</i> additional Guard (if Required)			
	Mon-Fri (06.00am hrs-18.00pm hrs)			
	Mon-Fri (18.00pm hrs-7.00am hrs)			
	Sat-Sun-UN Holidays (06.00am hrs-18.00pm hrs)			
	Sat-Sun-UN Holidays (18.00pm hrs-06.00am hrs)			
G).	Overtime Rates			
G1).	Mon-Fri (Morning Shift/per Hour)			
	Mon-Fri (Night Shift/per Hour)			
G2).	Sat-Sun-UN Holidays (Morning Shift/per Hour)			
	Sat-Sun-UN Holidays (Night Shift/per Hour)			

NOTES:  
The above security services cost shall include staff costs (i.e EPF/ETF/Gratuity), taxes, uniforms, insurances, communication, equipment, reporting and all other expenses. The UN Agencies shall not reimburse nor be held liable for any other costs associated with the above services



## **TERMS OF REFERENCE**

### **THE PROVISION OF SECURITY SERVICES FOR THE UNITED NATIONS - SRI LANKA**

#### **A. BACKGROUND:**

The UNDP Compound in Colombo 7 serves as the UN Compound and is the official UN Coordination centre/address vis-à-vis the government and local authorities in Sri Lanka. Protests and demonstration on various local and international issues connected to the UN generally culminate in the delivery of petitions to the Resident Coordinator, UN Sri Lanka at this location. Additionally important high-level meetings with counterparts, conferences and workshops involving donors and other international organization, embassies and Non Government Organizations are regularly held within the Compound.

In addition to the official UN Compound within Colombo, the UN operates additional office locations both within Colombo and throughout the country as a whole. In recognition of the global threat against the UN by terrorist organizations and the general in country safety and security environment, the UN requires a variety of security services to mitigate against, but not limited to, crime, civil unrest, fire, natural disasters and terrorist activities.

In order to clearly identify both threats and risks and to provide clear mitigation to counter such, the UNDSS CSA has completed a formal Security Risk Assessment, endorsed by the UNSMT.

Initially there is a requirement for the use of a qualified security guard service which will be required to work jointly with UNDP Operations Management, UNDSS and the UN to ensure 24/7 security of UN compounds. UNDP Operations Management as the client will delegate the technical management of such security services to the Sri Lanka UNDSS team, as designated by the UNDSS CSA. Additional security services may be required as the scope of UN operations change within Sri Lanka and with any significant change of the security environment.

#### **B. CONTRACT OBJECTIVES AND SCOPE**

Initially, the objective of this RFP is to provide 24 hour protection to the Official UN Compound at 202-204 BAUDDHALOKA, MAWATHA, COLOMBO 07. The general scope of services will ensure the implementation of UN security procedures, physical security measures, joint security measures, perimeter security, internal security patrols and access control systems. The contract provides the possibility of contractual extension to cover additional UN locations throughout Sri Lanka.

The Security Services Provider shall afford 24 hour, seven day security services for UN buildings, the surrounding compound grounds, perimeter barriers and access/egress control as follows:

- (a) Implement new and maintain existing physical and procedural security measures, in accordance with agreed written security operating procedures (SOP).
- (b) Provide after office hours communication with the UN Inter-Agency Communication Center;
- (c) Operate under the direct management of the UNDSS Sri Lanka CSA or delegate;

- (d) Implement new and maintain existing security reporting procedures in accordance with written agreed security operating procedures in all cases.
- (e) Operate provided CCTV systems.
- (f) Maintain new and existing Access/Egress control systems.
- (g) Maintain and operate new and existing fire suppression systems and related provided equipment.
- (h) Provision of mail reception, registration and delivery systems.
- (i) Prevent compound access to persons intent on causing harm to UN staff, assets and systems;
- (j) Initiate immediate actions in the event of a security incident.
- (k) Initiate crowd control measures in the event of demonstration or protestor activities at or in the vicinity of the UN compound.
- (l) Implement any other ad hoc security related task considered essential to ensure or to maximize the security and safety of UN staff communicated to the Security Service Provider by UNDSS advance or at the time of incident.

**Additional Services will include but not limited to the provision of:**

- i. On call Quick Reaction Force (QRF);
- ii. On call Escort Services;
- iii. On call Close Protection Team;
- iv. On call canine services (EOD, Patrol, Drugs) to include handler;
- v. On site, 24hour fire fighting capacity, all guards to be fire marshal trained;
- vi. On site 24 hour First Aid/First Responder capacity;
- vii. Establish and maintain liaison and direct communication with the Sri Lankan EOD services, Fire Brigade, Police, Police Rapid Emergency Unit, Area Police, Ambulance and other emergency interlocutors.

## **C. REQUIRED QUALIFICATIONS**

### **1- Minimum Qualifications for Security Company**

#### **Experience**

The Potential Security Service Providers will demonstrate that they have current or previous experience in providing similar contracts to UN Agencies and/or International Organizations, International Companies, of similar size to the initial requirement for the UN Official Compound in Colombo, or that of Embassies, within the last 10 year period.

#### **References**

The Potential Security Service Providers will provide a list of current and previous clients with similar contracts to permit and validate references provided. References will focus on the Security Service Providers responsiveness to security interests and problems, the quality of the services performed and the dependability of meeting security needs.

#### **Guard selection**

The Potential Security Service Providers will provide a pool of employees who will be approved for assignment to United Nations facilities by the UN. This pool should be of sufficient magnitude to permit replacements in the event of absenteeism, disciplinary removal, etc; and

#### **Financial capacity**

The Potential Security Service Providers will demonstrate the ability to financially sustain the guard force and complete all aspects of the contract if awarded. Furthermore they will identify the financial institution utilized for its business, with a letter of affirmation from the institution to the solvency and ability of the Security Service Provider to fulfill the contract requirements. This letter will provide access to an official of the financial institution, who will assure that the firm is financially solvent and responsible.

### **2- Minimum Qualifications for Security Staff**

## **Area/Operational Supervisor**

This supervisor will have international experience outside of Sri Lanka or alternatively, will have supervised security services for international companies, organizations for at least three years. Additionally a military or police background with a minimum of 10 years service experience at the rank of senior NCO or above. The supervisor will possess a good command of languages in particular English and have abilities which meet the minimum requirements of the CSO.

## **Chief Security Officer (CSO) / Supervisor**

Whilst the Security Services Provider will have the latitude to select supervisors including the Chief Security Officer and shift commanders, UNDSS reserve the right of final approval of those personnel.

Minimum selection criteria for this contracted position will include:

- (a) Previous experience of managing a guard force/security team;
- (b) Command experience at the rank of sergeant or above in a police or military, five years of service experience;
- (c) Meets minimum selection criteria outlined above;
- (d) Is a citizen of Sri Lanka or possesses a valid work visa if foreign national;
- (e) Has good command of English Language both written and Oral;
- (f) Has good computer skills;
- (g) Has good communication skills;
- (h) Displays commitment to UN core values;
- (i) Aged between 25 to 50 years old.

It is important to note that in supervisor selection, the selected service provider must include a provision for the replacement in the event of absenteeism or if performance or behavior is not acceptable and disciplinary action is taken.

### **Guards:**

In accordance with the below qualification/criteria, the security service provider is responsible for selecting candidates for employment. All personnel hired will be required to go through the approval process, if requested by the hiring agency.

- **Age:** 21 to 45 years old;
- **Gender:** A minimum of two female staff must be present during office hours, with a minimum of one female outside of these hours;
- **Experience:** All candidates will have a minimum of three years military or Police experience; in lieu of the above, candidates may be considered with a minimum of five years operational security experience;
- **Health:** All candidates will be free from all communicable diseases and in good general health without physical impairment or abnormality, which would interfere with the performance of any prescribed duty. All guards will be sufficiently fit for role regardless of task;
- **Drug dependency and medication:** Shall not be dependent on alcohol or other drugs. If using prescribed medication, the use thereof shall not hinder the performance of assigned guard duties;
- **Education and literacy:** Completion of secondary school is desired but not compulsory, with a good working knowledge of English whilst fluent in Sinhalese and Tamil;

- **Skills:** Able to operate HF hand set, basic first aid trained, fire marshal trained, have the background knowledge to handle and operate sophisticated security equipment;
- **Character:** Must have the ability to follow instructions, communicate effectively, being reliable, dependable, firm, courteous and tactful. Must be able to comprehend orders and directives quickly. Ability to take clear and decisive action especially during emergency situations.

### 3- Job Descriptions for Security Staff

#### *UN Compound Manager*

The designated UN Compound manager will act as the UN Focal point for both administrative and logistical purposes, whilst the operational management of the Security guards deployed in the compound will remain with UNDSS. He will coordinate and liaise with UNDSS/UNDP and the Security Service Provider.

#### *Area/ Operational Supervisor*

It is required that the AOS will attend the compound twice daily – once during the day and again during the night, occurrence times must vary, and a log of attendance will be provided to UNDSS daily, with a written report. The AOS will ensure presence during special functions and or events held at the compound, and will additionally render assistance to the Compound Manager/UNDSS in the event of a spontaneous security incident.

The AOS will attend a monthly meeting with UNDSS delegated persons and the UN Compound manager at the UN direction to resolve issues and improve service. In the event of a significant security related incident, the AOS will be required on direction to attend any ad hoc meetings.

#### *Chief Security Officer (CSO)*

The CSO although within the structure of the Security service provider is supervised by the Area Operational Manager, on a day to day basis, the CSO will take direct instruction and management from the UNDSS CSA designated staff member.

Chief Security Officer is responsible for:

- The implementation of security at the UN office
- Direct supervision of all guard members
- Control and supervision of guard activities
- Monitor the daily security situation by utilizing national security interlocutors
- Produce a written log of all security events
- Produce a daily situation report to be submitted to UNDSS by 0900hrs next day
- Manage the control and operation of the alarm system, emergency exit doors
- Manage the control and the operation of the CCTV
- Mediate with difficult visitors/staff in the first instance with follow up to UNDSS
- Ensure all persons entering the UN compound comply with the security procedures
- Accompany Compound manager/UNDSS in building search as required
- Ensure full service compliance to include guard numbers and operational status
- Ensure that no guards perform more than 12 hours in a out of 24 hour period
- Complete duty roster and designation of role, whilst ensuring role rotation
- Conduct daily parade and inspection of the guards
- Report and replace guards found unfit for duty
- Provide duties brief to guards and supervise allocated roles
- Inspect the logbook and key register for offices and vehicles regularly
- Conduct inquiries on impropriety and losses reporting to UNDSS



- In the event of a security incident the CSO will inform and be directed by UNDSS
- Supervise guard room equipment and record in the Security Information Book (SIB)
- Secure and preserve evidence in the event of a security incident
- Report to UNDSS acts of misconduct or disobedience
- Equipment inspections to ensure the compound safety and security (fire extinguishers, smoke detectors, fire alarms, etc) inspection should take note on expiry dates
- Monitor and manage vehicular movement and parking
- Monitor and maintain a Key Register id approved by UNDSS/UNDP
- Manage mail with coordination to the UNDP Registry in accordance with SOP
- Manage “Gate Pass” authorization, No UN property will be taken out of the compound without a gate Pass.
- Manage emergency drill exercises in accordance with UNDSS direction whilst maintaining a compliance and drill log for the following:
  - Fire
  - Bomb
  - Direct Attack, small arms fire
  - Suspicious parcels
  - Evacuation of office and compound
  - Contaminated vehicle
  - Telephone threat
  - Demonstrations/crowd control
- Any other security duties deemed essential by UNDSS.

### ***Security Guards***

Security guards will be directly answerable to the CSO and will carry out the below responsibilities:

- Access/ Egress Control measures in accordance with the UNDSS SOP
- Response to fire and other alarm systems in accordance with the UNDSS SOP
- Security patrol measures in accordance with the UNDSS SOP
- Detecting crime, either prior to or after the commission of the offence in accordance with the UNDSS SOP
- Directing staff to appropriate assembly areas during an emergency in accordance with the UNDSS SOP
- Package and Bag screening clearance in accordance with the UNDSS SOP
- Monitoring the CCTV system, detecting and alerting any imminent incident
- Reporting incidents in accordance with the UNDSS SOP
- Activate the appropriate emergency procedures in accordance with the UNDSS SOP
- Alerting the guards at the emergency exit doors in an emergency situation
- Operating the PA system under direction of UNDSS
- Ensure that a log sheet is maintained at the CCTV monitoring room.
- The UN flag will be hoisted at 0600hrs and be lowered at 1800hrs daily.
- In the event of power stoppage, the standby Generator should be initiated by the duty security guard as directed by the Compound Manager.

## **4- Working arrangements/shifts**

The Security Service Provider will supply teams to accommodate two shifts, each of which will operate for a 12hour period. There will be a minimum of 12 hours between the operation of any duty, and under NO circumstances will a security guard work for more than 12 hours. The deployment of Security Personnel will be directed by UNDSS.

The composition is as follows:

Chief Security Officer (CSO):	1 person
Male Guard	7 persons – 2 persons out of office hours
Female Guard	2 persons – 1 person out of office hours

Day shift – Monday to Friday 0700 – 1900hrs – 10 Staff (as above)  
Day shift – Saturday and Sunday 0700 – 1900hrs – 4 Staff (as above)  
Night shift – Monday to Sunday 1900 – 0700hrs – 4 Staff (as above)

## **5- Training**

Responsibility for all guard training rests with Security Service Provider and evidence of completion must be provided to UNDSS to facilitate verification. UNDSS may at their discretion provide additional training. The Security Service Provider will develop recruit and in-service training plans and submit them for verification and approval to UNDSS. It is imperative that both recruit and in-service training programmes include all contract requirements.

## **6- Other**

### Service Providers Additional Responsibilities

- All transportation and regional deployments to be the sole responsibility of the Service Provider
- The Service Provider must provide qualified and experienced supervisors and security personnel to implement all required security activities as outlined above
- The Service Provider will ensure that all security personnel are to be fully equipped, including uniforms, Personal Protective Equipment (PPE) and any other equipment deemed necessary to fulfill the intended role (See below)
- The Service Provider shall be fully responsible for all insurance, medical and liability coverage for all personnel
- All absences of security personnel are to be replaced at the Service Providers expense
- The Service Provider will be required to provide food and all other life support
- The Service provider shall be compliant with national security industry regulations and will obtain all the necessary import and export licenses, in-country permission etc, for the security personnel and all equipment
- The Service provider will be consistent with the UN security and safety standards outlined in the current country MOSS/MORSS and country security plan
- The Service Provider will ensure that daily incident reports are submitted to UNDSS

### Guard Force Equipment

The guard force will possess full uniform (including footwear), weather-protective clothing, flashlights, whistles, notebook and pencil.

### Communications

The existing communication equipment in UNDP will be controlled/tested and handed over to the on-site guard force supervisor and periodically checked for accountability and maintenance. Additionally, coordination with the communications officer for frequencies, routine maintenance and emergency repair must be undertaken by the Service Provider.

### Indemnity insurance

The Service Provider will provide insurance against criminal activity to include theft or damaged attributed to the Service Provider personnel or agents.

### Disciplinary Measures

The Service Provider agrees to undertake any disciplinary measures recommended by UN against any guard whose conduct is considered unsatisfactory. The UN must be informed of any new recruitment made by the Service Provider.

### Penalty for Non Compliance

The Service Provider will subject to financial penalty (outlined in the contract) in the event of non compliance of this TOR. Additionally the Service Provider will be held liable for cost incurred by the UN to resolve the Service Providers non compliance without limitation.