



# **REQUEST FOR PROPOSALS**

**UNDP/RFP/06/2015**

**for**

**Professional Security Services to provide protection to UN employees, office facilities, property and equipment in UNDP Nepal and Participating UN Agencies in Nepal.**



**United Nations Development Programme  
Nepal**

February, 2015

**Request for Proposal**  
**Ref: UNDP/RPF/05/2014**  
**For Professional Security Services for UNDP and Participating UN**  
**Agencies in Nepal**

**Checklist of documents/information to be submitted by bidders**

S.N.	Description	Remarks
1	Proposal Submission Form – Section 4 (page 45)	To be submitted in Technical Proposal
2	Documents Establishing the Eligibility and Qualification of the Proposer – Section 5 (page 47 – 48)	To be submitted in Technical Proposal
3	Technical Proposal Form – Section 6 (page 49 – 51)	To be submitted in Technical Proposal
4	Financial Proposal Form – Section 7 (page 52 – 55)	To be submitted in Financial Proposal
5	Form of Proposal Security – Section 8 (page 56)	To be submitted in Technical Proposal
6	Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured	To be submitted in Technical Proposal
7	The company must provide a confirmation letter saying that they have the capacity to provide minimum 700 guards	To be submitted in Technical Proposal
8	Documents to demonstrate that the Company should have minimum four (4) years of experience in providing security services.	To be submitted in Technical Proposal
9	Latest Company Registration Certificate, VAT Registration Certificate and latest Tax 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	To be submitted in Technical Proposal
10	Local Government permit to locate and operate in the current location of office or factory, if applicable	To be submitted in Technical Proposal
11	Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country	To be submitted in Technical Proposal
12	Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years. The minimum annual turnover should not be less than NPR. 29,370,000.00 (US\$ 300,000.00).	To be submitted in Technical Proposal
13	The bidders must demonstrate past experience through a minimum 3 (three) contracts in the past four years with a cumulative value of not less than NPR. 97,900,000.00 (US\$ 1,000,000) and at least one contract with minimum value of NPR 29,370,000.00 (US\$ 300,000) during the same period	To be submitted in Technical Proposal
14	All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.	To be submitted in Technical Proposal
15	All necessary information and documents required for technical evaluation of proposals (page 26 – 29)	To be submitted in Technical Proposal
16	Any other requirements not listed above but mentioned in the RFP document and ToR.	

## Section 1. Letter of Invitation

Kathmandu, Nepal  
February 18, 2015

### **Professional Security Services to provide protection to UN employees, office facilities, property and equipment in UNDP Nepal and Participating UN Agencies in Nepal.**

**Ref: UNDP/RFP/06/2015**

Dear Sir/Madam,

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This bidding exercise will result in entering into multiple Long Term Agreements for the participating UN Agencies/UN House for one year and subject to satisfactory performance of the service provider it can further be extended for another two years.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Form for Proposal Security
- Section 9 – Form for Performance Security **(Not applicable)**
- Section 10 – Form for Advanced Payment Guarantee **[Not applicable]**
- Section 11 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising of a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2.

**A pre-bid meeting will be held on 3:00PM on 4<sup>th</sup> March 2015 in the UN House, Pulchowk, Lalitpur, Nepal. All interested bidders or their representatives are highly encouraged to attend the pre-bid meeting.**

You are kindly requested to submit an acknowledgment letter to UNDP to the following address:

**United Nations Development Programme**  
**Ref: UNDP/RFP/06/2015**  
**UN House, Pulchowk, Lalitpur, Nepal**  
Tel: 5523200, Fax: 977-1-5523991



The letter should be received by UNDP no later than **12:00 noon, 4th March 2015**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company to whom the invitation was forwarded.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely



Krishna Raj Adhikari  
Assistant Country Director (Operations)  
UNDP Nepal

## Section 2: Instruction to Proposers<sup>1</sup>

### Definitions

- a) *"Contract"* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *"Country"* refers to the country indicated in the Data Sheet.
- c) *"Data Sheet"* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *"Day"* refers to calendar day.
- e) *"Government"* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *"Instructions to Proposers"* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *"LOI"* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *"Material Deviation"* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and : (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *"Proposal"* refers to the Proposer's response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *"Proposer"* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *"RFP"* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *"Services"* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *"Supplemental Information to the RFP"* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.

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<sup>1</sup> Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet.

- n) *"Terms of Reference"* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

## **A. GENERAL**

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP Anti Fraud Policy English FINAL June 2011.pdf](http://www.undp.org/about/transparencydocs/UNDP%20Anti%20Fraud%20Policy%20English%20FINAL%20June%202011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement practice test/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_practice_test/for_full_description_of_the_policies) for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, 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:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged 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;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
  - 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement

- functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers 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 as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

### **10. Clarification of Proposal**

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such 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 Proposals, unless UNDP deems that such an extension is justified and necessary.

### **11. Amendment of Proposals**

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data**

**Sheet** (DS No. 18).

- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## **C. PREPARATION OF PROPOSALS**

### **12. Cost**

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### **13. Language**

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

### **14. Proposal Submission Form**

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

### **15. Technical Proposal Format and Content**

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the



contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals :

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described

in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following :

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## 18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

## 19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested

with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; 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.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

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 joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## **20. Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. 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 proposal.

## **21. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and

the responses shall be made in writing, and shall be considered integral to the Proposal.

## 22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

## D. SUBMISSION AND OPENING OF PROPOSALS

### 23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state *"not to be opened before the time and date for proposal opening"* as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

## **24. Deadline for Submission of Proposals and Late Proposals**

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

## **25. Withdrawal, Substitution, and Modification of Proposals**

25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.

25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, 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 Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **26. Proposal Opening**

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' 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 Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## **E. EVALUATION OF PROPOSALS**

### **28. Preliminary Examination of Proposals**

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

### **29. Evaluation of Proposals**

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

Only the proposal of the offeror who have attained a minimum score of 70% (700 points) in the technical evaluation (First Stage), will be considered for ocular inspection for post qualification. During the ocular inspection, it will be announced to bidders a day in advance. The evaluation committee will re-confirm with offerors the existence and verification of information provided in the technical Proposal and also evaluation of some of the components which are not explicitly captured in the technical criteria (e.g HR policy, staff backup system). Please refer to Attachment 5 for checklist.

In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. Only the financial proposal of the offers, who have attained minimum 70 % in the technical evaluation will be opened and compared. The award criteria will be lowest priced technically qualified bidders. The LTAs will be awarded to the multiple service providers (Lowest 1 to Lowest 3). Lowest 2 and Lowest 3 bidders will be kept as reserve/backup.

29.2.1 The overall evaluation score will be based on a combination of the technical score and the financial offer, of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

$$\frac{\begin{aligned} & \cdot (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \end{aligned}}{\text{Total Combined and Final Rating of the Proposal}}$$

29.3 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

- a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
- c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
- d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
- e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
- f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
- g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### 30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal 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 Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

### **31. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Reparable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for



UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for details)

#### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

#### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, 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.

#### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

#### **37. Performance Security (not required)**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

#### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:  
<http://www.undp.org/procurement/protest.shtml>

## Instructions to Proposers

### DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. <sup>2</sup>	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	<b>United Nations Common Service</b>
2		Title of Services/Work:	<b>Professional Security Services to provide protection to UN employees, office facilities, property and equipment in UNDP Nepal and Participating UN Agencies in Nepal.</b> <b>Ref: UNDP/RFP/06/2015</b>
3		Country / Region of Work Location:	<b>Mainly Kathmandu Valley and other regions of the country having UN offices</b>
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> <b>English</b> <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) .....
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed (if yes, describe how, and ensure that requirements properly define the sub-parts) <input checked="" type="checkbox"/> <b>Not allowed</b>
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> <b>Shall not be considered</b> <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNDP shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.
7	C.22	A pre-proposal conference will be held on:	<b>Time: 1500 Hrs Nepal Standard Time (NST)</b> <b>Date: 4<sup>th</sup> March 2015</b> <b>Venue: UN House, Pulchowk, Lalitpur</b>

<sup>2</sup> All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3<sup>rd</sup> column may be modified by the user. If the information does not apply, the 3<sup>rd</sup> column must state "N/A" but must not be deleted.

			<b>The UNDP focal point for the arrangement is: Umesh Gurung Procurement Assistant, UNDP Nepal</b>
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> <b>90 days</b>
9	B.9.5 C.15.4 b)	Proposal Security ( <b><u>to be submitted with the Technical Proposal</u></b> )	<input checked="" type="checkbox"/> <b>Required</b> Amount: <b>NPR. 1,911,000.00 or US\$ 19,500.00</b> Form: <b>As per Section 8: FORM FOR PROPOSAL SECURITY</b> <input type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security <sup>3</sup>	<input checked="" type="checkbox"/> <b>Bank Guarantee (See Section 8 for template)</b> <input type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check <input type="checkbox"/> Other negotiable instrument <input type="checkbox"/> Cash (except on aly, if none of the other forms are feasible) <input type="checkbox"/> Others (pls. specify)
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<b>90 days from the last day of Proposal submission.</b>  <b>Proposal Security of unsuccessful Proposers shall be returned.</b>
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of _____% of contract <input checked="" type="checkbox"/> <b>Not allowed</b>
13		Liquidated Damages	<input type="checkbox"/> Will not be imposed. <input type="checkbox"/> Will be imposed under the following conditions: Percentage of contract price per day of delay : _____ Max. no. of days of delay : _____ After which UNDP may terminate the contract.
14	F.37	Performance Security	<input checked="" type="checkbox"/> <b>Not Required</b> <b>Instead of Performance Security, a fidelity bond equivalent to 10% of the contract value is required. Refer to ToR.</b> : _____ Form: _____ <input type="checkbox"/> Not Required

<sup>3</sup> Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP.

Unless stated otherwise, they shall be considered unacceptable to UNDP.

<sup>4</sup> If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> <b>United States Dollars (US\$)</b> <input checked="" type="checkbox"/> <b>Local Currency (Nepalese Rupees – NPR.)</b>  <b>Reference date for determining UN Operational Exchange Rate : UN Exchange rate for the month of March 2015</b>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	<b>1200 hours (Nepal Standard Time) on 4<sup>th</sup> March 2015</b>
17	B.10.1	Contact Details for submitting clarifications/questions <sup>5</sup>	<b>Focal Person in UNDP: UNDP/RFP/06/2015 Procurement Unit (UG/PT)</b> <b>Address: UN House, Pulchowk, Lalitpur, Nepal</b>  <b>Facsimile:</b> <b>Fax No. :977-01-5523986</b> <b>E-mail address dedicated for this purpose: registry.np@undp.org</b>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> <b>Direct communication to prospective Proposers by email or fax, and Posting on the website<sup>6</sup> www.np.undp.org</b>
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	<b>Original : 1</b> <b>Copies : 1 copies</b>
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<b>UNDP/RFP/06/2015</b> <b>UNDP Registry</b> <b>United Nations Development Programme</b> <b>UN House, Pulchowk</b> <b>Lalitpur, Nepal</b>
21	C.21 D.24	Deadline of Submission	<b>Date and Time : 20<sup>th</sup> March 2015 1500 Hrs. (Nepal Standard Time)</b> Click here to enter date and time. <i>(Pls. use COB of chosen date)</i>
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> <b>Courier/Hand Delivery</b>

<sup>5</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

<sup>6</sup> Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

			<input type="checkbox"/> Electronic Submission of Bid <sup>7</sup>
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input type="checkbox"/> Official Address for e-submission: <i>(specify)</i> <input type="checkbox"/> Free from virus and corrupted files <input type="checkbox"/> Format: PDF files only, password protected <input type="checkbox"/> Password must not be provided to UNDP until the date and time of Bid Opening as indicated in No. 24 <input type="checkbox"/> Max. File Size per transmission: <i>(specify)</i> <input type="checkbox"/> Max. No. of transmission: <i>(specify)</i> <input type="checkbox"/> No. of copies to be transmitted: <i>(specify)</i> <input type="checkbox"/> Mandatory subject of email: <i>(specify)</i> <input type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <i>(specify)</i> <input type="checkbox"/> Digital Certification/Signature: <i>(specify)</i> <input type="checkbox"/> Time Zone to be Recognized: <i>(specify)</i> <input type="checkbox"/> Other conditions: <i>(pts. specify)</i>
24	D.23.1	Date, time and venue for opening of Proposals	Date and Time: Venue: <b>The Proposal will not be opened publically. The opening will be conducted within maximum 48 hours after tender closing date.</b>
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> <b>Lowest financial offer of technically qualified Proposals</b>  <p>A two staged procedure is utilised in evaluating the proposals</p> <ul style="list-style-type: none"> <li>• Technical Evaluation (First Stage) including ocular inspection of bidders for post-qualification of the technically responsive bids.</li> <li>• Financial Evaluation(Second Stage)</li> </ul> <p>Proposers should note that the technical proposal would be evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and on the Technical feasibility and soundness of the proposal as per the evaluation matrix described below.</p> <p>Only the proposal of the offeror who have attained a minimum score of 70% (700 points) in</p>

<sup>7</sup> If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must be enforced to ensure confidentiality and integrity of contents.

			<p>the technical evaluation (First Stage), will be considered for ocular inspection. During the ocular inspection, it will be announced to bidders a day in advance. The evaluation committee will re-confirm with offerors the existence and verification of information provided in the technical Proposal and also evaluation of some of the components which are not explicitly captured in the technical criteria (e.g HR policy, staff backup system).</p> <p>Only the financial proposal of the bidders, who have obtained minimum 70 % (700 points) in the Technical Evaluation will be opened and compared.</p> <p>The award criteria will be lowest priced technically qualified bidders. The LTAs will be awarded to the multiple service providers (Lowest 1 to Lowest 3). Lowest 2 and Lowest 3 bidders will be kept as reserve/backup.</p> <p><input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively</p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers	<p><input checked="" type="checkbox"/> <b>Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</b></p> <p><input type="checkbox"/> Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation</p> <p><input type="checkbox"/> List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> <b>The company must provide a confirmation letter saying that they have the capacity to provide minimum 700 guards.</b></p> <p><input checked="" type="checkbox"/> <b>The Company should have minimum four (4) years of experience in providing security services.</b></p> <p><input checked="" type="checkbox"/> <b>Latest Company Registration Certificate, VAT Registration Certificate and latest Tax 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</b></p> <p><input checked="" type="checkbox"/> <b>Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Proposer is updated with its tax payment</b></p>

			<p>obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Proposer</p> <p><input checked="" type="checkbox"/> <b>Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</b></p> <p><input type="checkbox"/> Trade name registration occurs, if applicable</p> <p><input checked="" type="checkbox"/> <b>Local Government permit to locate and operate in the current location of office or factory</b></p> <p><input checked="" type="checkbox"/> <b>Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</b></p> <p><input type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder. If any</p> <p><input type="checkbox"/> 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</p> <p><input type="checkbox"/> Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</p> <p><input type="checkbox"/> Plan and details of manufacturing capacity, if Bidder is a manufacturer of the goods to be supplied</p> <p><input type="checkbox"/> Certification or authorization to act as Agent in behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</p> <p><input checked="" type="checkbox"/> <b>Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years. The minimum annual turnover should not be less than NPR. 29,370,000.00 (US\$ 300,000.00).</b></p> <p><input checked="" type="checkbox"/> <b>The bidders must demonstrate past experience through a minimum 3 (three) contracts in the past four years with a cumulative value of not less than NPR. 97,900,000.00 (US\$ 1,000,000) and at least one contract with minimum value of NPR 29,370,000.00 (US\$ 300,000) during the same period.</b></p> <p><input type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details)</p> <p><input checked="" type="checkbox"/> <b>All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</b></p>
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27		Other documents that may be Submitted to Establish Eligibility	The bidders must demonstrate ability to provide up to 700 guards, which will be verified during post-qualification at the time of ocular inspection.
28	C.15	Structure of the Technical Proposal (only if different from the provision of Section 12)	N/A
29	C.15.2	Latest Expected date for commencement of Contract	<b>01 July 2015</b>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	<b>Three years Long Term Agreement for the participating UN Agencies/UN House with initial contract for one year and will be extended subject to satisfactory performance of the service provider.</b>
31		UNDP will award the LTA to:	<input type="checkbox"/> <input checked="" type="checkbox"/> One or more Proposers, depending on the following factors: The LTAs will be awarded to the multiple service providers (Lowest 1 to Lowest 3). Lowest 2 and Lowest 3 bidders will be kept as reserve/backup.
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<b>(See Tables below)</b> <b><i>Important Note: The points indicated below are only suggested distribution, but may be modified based on the nature and demands of the TOR. However, ABSOLUTELY NO CHANGES on this table may be made by UNDP after Proposal Envelopes have been received, most specially after the envelopes have been opened.</i></b>
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> <b>Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</b> <input checked="" type="checkbox"/> <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;</b>  <input checked="" type="checkbox"/> <b>Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous</b>

			<b>contracts completed;</b> <input type="checkbox"/> Physical inspection of the bidder's plant, factory branches or other places where business transpires, with or without notice to the bidder; <input type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and <input type="checkbox"/> Others
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> <b>UNDP's receipt of Fidelity Bond</b> <input type="checkbox"/> UNDP's receipt of Professional Indemnity Insurance <input checked="" type="checkbox"/> <b>Others upon signing the contract</b>
35		Other Information Related to the RFP <sup>8</sup>	<b><i>Documents listed in DS 26 above are "Mandatory Documents" to be submitted in the technical proposal for preliminary evaluation. Proposals received without these mandatory documents will not be considered for further evaluation.</i></b>

## Evaluation and comparison of proposals

A two staged procedure is utilised in evaluating the proposals

- Technical Evaluation (First Stage) including ocular inspection of bidders for post-qualification of the technically responsive bids.
- Financial Evaluation (Second Stage)

Proposers should note that the technical proposal would be evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and on the Technical feasibility and soundness of the proposal as per the evaluation matrix described below.

Only the proposal of the offeror who have attained a minimum score of 70% (700 points) in the technical evaluation (First Stage), will be considered for ocular inspection. During the ocular inspection, it will be announced to bidders a day in advance. The evaluation committee will re-confirm with offerors the existence and verification of information provided in the technical Proposal and also evaluation of some of the components which are not explicitly captured in the technical criteria (e.g HR policy, staff backup system).

Only the financial proposal of the bidders, who have obtained minimum 70 % (700 points) in the Technical Evaluation will be opened and compared.

The award criteria will be lowest priced technically qualified bidders. The LTAs will be awarded to the multiple service providers (Lowest 1 to Lowest 3). Lowest 2 and Lowest 3 bidders will be kept as reserve/backup.

<sup>8</sup> Where the information is available in the web, a URL for the information may simply be provided.

### Technical Evaluation Criteria (TEC)

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company				
				A	B	C	D	E
1.	Company Profile/Reputation/Experience	35%	350					
2.	Proposed Work Plan and Business Approach	25%	250					
3.	Personnel	40%	400					
	Total		1,000					

Evaluation forms for technical proposals follow on the next two 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:

Form 1: Company Profile/Reputation/Experience

Form 2: Proposed Work Plan and Business Approach

Form 3: Personnel

		Points obtainable	Companies				
			A	B	C	D	E
1.0 Expertise of firm / organization submitting proposal							
1.1	Years of Establishment (evidenced by Government Registration Certificate)-No of years of experience in the relevant field	30					
1.2	Regional presence (List regional presence)	30					
1.3	Night roving patrolling provided to the security posts in the UN Agencies by the company	30					
1.4	Company's ability to provide Communication Equipment (VHF, mobile etc.) to the supervisory personnel on duty at all duty station and a set of VHF to each UN post (please list the equipment which can be provided) and whether 24 hour operational centre is available.	40					
1.5	Performance certificates from the previous/ongoing clients (including UN) to be submitted	70					
1.6	Does the company have a system in place to provide certified refresher training courses/Internal cell within the company (provide/attach qualification of trainers who will provide training)	20					

	If yes under 1.6, How often:	20					
1.7	Financial standing of the firm: Please provide the audited financial report for the past 2 years.	30					
1.8	Does the firm have a system in place to coordinate with Govt Security Mechanism and are there regular meetings taking place.	30					
1.9	Does your company have a Personnel Policy on Ethics, Gender and Administrative Rules governing basic ethics, harassment etc which will be enforced for remedial action? (please attach details/evidence on whether the company has valid work permit/registration with the home country)	50					
TOTAL MARKS		350					
			A	B	C	D	E
2.0 Proposed Work Plan and Approach							
2.1	Capacity of the company to establish reliable security vigilance for the UN Offices (please outline your work plan and strategy on how your company intends to run a comprehensive security service for the UN Offices in Nepal and how it will ensure and provide an efficient protection to UN employees, office facilities, property and equipment)	40					
2.2	Have the important aspects of the task been sufficiently addressed by the company? (Response to TOR)	40					
2.3	Adequacy and acceptability of resources to successfully undertake the contract; (to be evidenced by inventory of assets that will facilitate efficiency of service) e.g No of vehicles, No of computers, Communication Services: Email, Fax, Copiers, VHF Sets, etc)	20					
2.4	Does your company have a Business Continuity Plan (BCP) to continue providing services during crisis, both manmade and natural? (explain in detail or share copy of your BCP)	50					

2.5	How many reserve guards does your company have to replace sudden absence of guards from the duty.	30					
2.6	Does the company have a modality for "Quick Reaction Force"? Refer to Clause 4.19 of ToR (please explain the modality in brief)	40					
2.7	Description of reporting system to UN which also includes reporting of any deficiencies detected along with corrective measure	30					
TOTAL MARKS		250					

		Points Obtainable	Companies				
			A	B	C	D	E
3.0 Personnel							
3.1	<b>Security Guards (100 marks)</b> - Please provide at least 30 CVs of the guards to verify the information for following clauses						
3.1.1	Minimum educational requirement and experience for guards: -Minimum education should be Class 8 pass	40					
3.1.2	Experience of working with UN System and other bilateral organizations	70					
3.1.2	Age of the guard Between 18-58 years	20					
3.1.3	Any Other Special Skills in the security related services besides reflected ToR Clause 5.9 (please provide details,)	40					
3.1.4	Do your guards have knowledge on the use of modern electronic security devices? Refer to Clause 5.9 of ToR (Please provide details)	40					
3.1.5	Total number of guards who are employed in your company having a security background such as Army/Police background	40					
	<b>Sub Total:</b>	<b>250</b>					
3.2	<b>Head Guards (100 marks)</b> - Please provide at least 5 CVs of the guards to verify the information for following clauses						

3.2.1	Minimum educational requirement and security experience for head guards: Minimum education level should be S.L.C. pass	30					
3.2.2	Age of the head guard: 21-58 years	10					
3.2.3	Any Other Special Skills in the security related services beside reflected in ToR , Clause 5.9 (please provide details)	10					
	<b>Sub Total:</b>	<b>50</b>					
3.3	<b>Supervisors (100 marks)</b> -(Please provide at least 5 CV's)						
3.3.1	Minimum educational requirement and security experience for Supervisor Minimum education level should be S.L.C. pass	30					
3.3.2	Age of the supervisor: 21-58 years	10					
3.3.3	Any Other Special Skills in the security related services (please provide details)	10					
	<b>Sub Total:</b>	<b>50</b>					
3.4	<b>Overall Security In-charge* (100 marks)</b> - (Please provide a CV)						
3.4.1	Minimum educational requirement, managerial and security experience for the supervisors: The minimum education should not be less than Higher Secondary	30					
3.4.2	Age of the overall security in-charge: 25-58 years	10					
3.4.3	Any Special Skills or Trainings in the security related field (please provide details)	10					
	<b>Sub Total</b>	<b>50</b>					
	<b>Category Total</b>	<b>400</b>					

\* The Overall Security In charge for UN House will be the focal point for all interaction between the UN House and your organization. He/She will be located in the UN House and will be responsible for monitoring and ensuring the services are performed in accordance with the items, conditions and clauses of Contracts and TOR. He/She ensures that all issues are resolved promptly and satisfactorily to UN requirements with an advance notice whenever/wherever possible and is required.

## **Section 3: Terms of Reference (TOR)<sup>9</sup>**

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### **Terms of Reference (TOR)**

#### **1.0 INTRODUCTION**

- The United Nations in Nepal, consisting of 25 Agencies, Funds and Programmes located in the Capital and other districts in the country, , wish to procure round-the-clock professional security services to provide protection to UN employees, office facilities, property and equipment from damage or loss from theft, violent attack, riots, mobs, fire hazards. etc. The UN is hereby soliciting bids from national and international firms, organizations and institutions that have minimum four (4) years of proven experience in providing security services and that are legally constituted and formally registered as security companies. The company shall have capacity of minimum 700 security personnel.

The aim of guards for the offices of the UN Agencies is to protect the UN staff against vulnerability to potential safety and security threats by providing protection against hostile actions resulting in the injury and or death of staff members and theft of material and property of the UN. The main general threats against the UN operating in Nepal are as follows:

- oEarthquake
- oCrime
- oTerrorist attack
- o Public disturbance / violent demonstration.

#### **2.0 CONTRACT DURATION**

The initial duration of the Long Term Agreement for the participating UN Agencies/UN House will be for one year and subject to satisfactory performance of the service provider it can further be extended for another two years. It is to be noted that the UN Agencies outside of UN House will sign a separate individual contract with the company.

#### **3.0 OBJECTIVE**

The primary objective of the security services is to provide protection to the UN personnel, premises and assets from damage, loss, theft, attack or unauthorized access or use. The security services provide the first line of defense and an early warning signal for the DSS/FSA/FSO/ASFP.

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<sup>9</sup> This document serves as a guide to Requestor on how to write the TOR for the RFP, by suggesting contents. This document is not to be shared with Proposers in this current state and form. The TOR actually written by the Requestor shall be the TOR that will be attached to this part of the RFP.

The detailed objectives include:

- 3.1. Screening of visitors, vehicles, deliveries of supplies moving in and out of the UN premises/offices;
- 3.2. Prevention of unauthorized entry and access to the UN House and UN Agencies;
- 3.3. Protection of UN Personnel and properties against natural and man-made disaster;
- 3.4. Protection of office property against theft, intrusion and fire hazards;
- 3.5. Implementation of the pre-identified procedures during emergency situations as rolled out from time to time by the Designated Official or his delegate;

#### **4.0 SCOPE OF SERVICES**

Security Guards are responsible for the security of the internal perimeter of the assigned offices including part of the external peripheral vigilance.

Guard protective duties include:

- 4.1 Providing a quick reaction force, QRF, to act as a response team and a mechanism for responding to security incidents affecting the UN community;
- 4.2 To provide a guard protection force to UN facilities;
- 4.3 Prevention of forced entry to the compound;
- 4.4 Removal of unauthorized persons from the compound at the request of the authorized UN official;
- 4.5 Protection of UN staff on the premises from violence;
- 4.6 Protection of UN property from theft and malicious damage;
- 4.7 Reporting of any suspicious activity to DSS/FSA/FSO/ASFP.
- 4.8 Access control procedures to be adhered to, including searches of men and women, if the security situation warrants as well as the notification to DSS/FSA/FSO/ASFP and the authorities, in case of discovery of weapons and other contraband or disorderly persons;
- 4.9 **Visitor control procedures:** to follow the procedures for identification and control of visitors; escort and control of visitors within the facility perimeter; notification to DSS/FSA/FSO/ASFP and local authorities in case of visitor disorderly conduct.



- 4.10 **Package and mail search:** Bomb, weapons and other contraband detection procedures through the use of electronic equipment and manual search; awareness and familiarity training; response, notification procedures and alarm systems;
- 4.12 Vehicle access control and search procedures;
- 4.13 Bomb threat response: Bomb threat procedures used by guard personnel; notification to DSS/FSA/FSO/ASFP and local authorities;
- 4.14 A specific function for guard responsibilities in emergency action situations as directed by DSS/FSA/FSO/ASFP;
- 4.15 Personnel identification procedures for recognizing official identification of United Nations staff members, employees, dependents and official visitors;
- 4.16 Minimal extent of physical force in self-defense and the protection of UN Personnel and property;
- 4.17 Restraint of violent persons if required with minimum use of force;
- 4.18 Threat detection: Guards to be trained in the identification of indicators of an attack, such as identification of attacker, recognition of potential attackers, because of behavior and frequency of sightings near United Nations assets;
- 4.19 **Quick Reaction Force (QRF):** QRF consisting of minimum 10 personnel, is to be provided by the Security Company whenever needed. The Security Company should have 24/7 QRF capability. The team should be equipped with stand by vehicle with minimum required equipment such as metal detector, batons, firefighting equipment and other security equipment. The QRF team should be stationed at the Security Company's operation centers. To be used in the case of a threat on the facility such as , an armed attack against any asset or a criminal attack against the UN Offices and residences where violence is involved. The QRF unit to be set up and operating according to local law and regulations; QRF should be able to move instantly to UN offices in response to occupant-triggered alarm systems;
- 4.20 Emergency medical assistance: The security guards should have basic first aid training.
- 4.21 **Communications:** Company should have a valid VHF communication frequency authorised by Government of Nepal. The company should have the ability to provide Communication Equipment (VHF, mobile etc.) to the supervisory personnel on duty at all duty stations and a set of VHF to each UN post. Estimated number of VHFs to be provided to all UN Offices/residences is two hundred (200).
- 4.22 Providing round-the-clock experienced security guards and supervisors to the following office premises and other UN offices as may be required during the contract period.
- 4.23 Providing an Overall In charge (for UN House only) and providing Point of

Contact, POC for all other facilities where deployed.

- 4.24 Developing and implementing pre-deployment and refresher training, specific to UN requirements, for all personnel assigned to and supporting UN duties;
- 4.25 Developing and implementing a QRF for rapid response to emergency situations in UN premises and residences. QRF should be able to move instantly to UN sites in response to occupant-triggered alarm systems;
- 4.26 Need to maintain utmost vigilance at all times while on duty
- 4.27 The technically qualified bidders may be approached by UN personnel to provide residential security services. Such services will be contracted directly by the respective UN personnel. The security services provided to UN Office or residences should meet the minimum security standards.

## **5.0 OPERATING PROCEDURES**

### **5.1 General**

The UN has the fundamental responsibility to protect its personnel, property and facilities, including Security Alarm Systems, CCTV, Public Addressing System, VHF radio antennas, V-sat and other system related to communications and security devices.

### **5.2 Guard protocol**

Guards are responsible for access control to their assigned post and are not to interfere with the internal affairs of the staff and procedures operating within the UN offices.

Guards will remain at their posts until relieved on the authorization of the contractor and or DSS/FSA/FSO/ASFP. They will not enter the assigned office without the permission of the authorized UN official for that office.

Guard supervisor to be well informed and trained regarding the respective facility's power back up system, generators and water supply.

Maintaining confidentiality on all issues and matters related to the UN, its personnel and their dependents.

### **5.3 Use of Force**

The use of force by the guards will be in accordance with the regulations of the government authority. The principle of the use of minimum force is to apply in all

circumstances pertaining to the protection of UN staff and property. In the course of carrying out their duties, guards are to provide a warning in the first instance should this course of action be warranted.

#### **5.4 Attendance**

The contractor will ensure that each post is continuously staffed with guards. UN agencies shall assist by reporting non-attendance to the DSS/FSA/FSO/ASFP using appropriate means of communication. Attendance is recorded on an attendance sheet/ log book.

#### **5.5 Absences**

The guard post must not be left unattended. It is incumbent on the contractor to ensure a relief guard is provided to cover any absences.

#### **5.6 Equipment for Guards**

The security guards will require equipment to perform the assigned duties. The security company shall provide minimum required items such as uniforms, weather-protective clothing, flashlights, batons, whistles, handcuffs. VHF radios shall be made available to all supervisors/head guard whichever is applicable for all duty stations reflected in Attachment 2.. The security company shall provide additional VHF radios if required.

#### **5.7 Medical**

The contractor is responsible for arranging medical treatment of its staffs on a regular basis to ensure their physical and mental fitness to remain fit for the works and should also be able to provide emergency medical service for its staff as and when required.

#### **5.8 Performance Reviews**

The UN Agencies shall conduct performance evaluation every six months and the outcome of which shall be shared with the management of Security Company.

#### **5.9 Other responsibilities of the personnel deployed by the Security Company:**

5.9.1 Knowledge on the use of modern electronic security devices such as access control system, walk through metal detector, turnstile gate, guard monitoring system, handheld metal detector, X-ray machine, electronic door locking mechanism etc;

5.9.2 Use and control of equipment supplied by the security services institution to its personnel and to UN facilities;

5.9.3 Maintenance and review of post logs;

- 5.9.4 Preparation, submission, review of and action on incident reports
- 5.9.5 Interaction at UN premises with UN personnel and dependents;
- 5.9.6 Interaction at UN office premises with non-UN personnel;
- 5.9.7 Non-violent conflict resolution;
- 5.9.8 Assignment sheets prepared and submitted weekly for review and clearance by the DSS/FSA/FSO/ASFP
- 5.9.9 Management and monitoring of vehicle parking for each location;
- 5.9.10 Procedures and guidelines for all key emergency situations as advised by the DSS/FSA/FSO/ASFP
- 5.9.11 Procedures for patrolling UN office premises and residences;
- 5.9.12 Processing and monitoring of non-UN visitors to UN office premises;
- 5.9.13 Issuance, management and monitoring of the ID cards of security services personnel;
- 5.9.14 Code of conduct for review and clearance by DSS/FSA/FSO/ASFP delegate;
- 5.9.15 Monitoring of Guards and policies and procedures for disciplinary action;
- 5.9.16 Annual medical/fitness check-ups evidenced by health certificates issued by a qualified and experienced physician. The check-up should verify that the guard is able to work in all types of weather conditions; to work both day and night for 8 hour shifts; to stand continuously throughout those shifts; to climb easily 8 flights of 10 steps; and to lift objects up to 40 kgs/88 lbs;
- 5.9.17 Pre-deployment and refresher training should be provided by the guard company 3 days before actual deployment takes place;
- 5.9.18 Drug dependency and medication: The guards shall not be dependent on alcohol or other drugs; if using prescribed medication; it shall not hinder the performance of assigned guard duties;
- 5.9.19 **Conduct and Behavior of guards:** If the UN Agencies find any guards violating the accepted code of conduct, the guards should be removed from the duty station/posting within 8 hours, the latest.

In the event any dispute arises related to any matter, should be resolved between the contractor and the employees of the contractor and should no way involve UN or affect the daily services provided to UN.

- 5.9.21 The guards of the contractor shall in no way be involving themselves in any sort of protest or demonstration during their duty hours and in the duty stations;

**5.9.22 Salary and Benefits:**

The security company should ensure that it provides minimum wages in line with the latest minimum wages established by the Labour Act of Government of Nepal. It should in no way, be less than the rates the Government establishes;

The Security Company must provide detailed breakdown of the salary structure of the company prepared for guards to be deployed to the UN Agencies. The document should indicate the net take home salary, that is, the amount that goes to the guards pocket including all the other benefits and perks that the guards are entitled. (Keep this as it is)

**6.0 Fidelity Clause:**

A separate component will be added into the Contract as a Fidelity Clause to cover the UN Agencies against a variety of loss or harm that may happen due to the gross negligence of the Security Company and lapse of expected behavior and conduct of the guards. The amount of fidelity bond shall be 10% of the contract value.

**7.0 MINIMUM REQUIRED CRITERIAS FOR PERSONNEL**

All security personnel should be a Citizen of Nepal or possess a valid work visa if foreign national;

**7.1 Security Guards** are required to have the following skills and competencies:

- (a) Age: 18 to 58 years old, depending on tasks required;
- (b) Sex: either men or women candidates shall be accepted.
- (c) Education and literacy: The minimum education level should be class 8 pass as mentioned in the technical evaluation criteria 3.1.1;
- (d) Experience: 1 year (minimum) of experience in the similar field, protecting office premises (either static, patrol and physical security operations);

**6.1. Head Guard/Supervisors** are required to have the following skills and competencies:

- (a) Previous experience of a minimum of 3 years in managing a guard force;
- (b) Age: 21 to 58 years old;
- (b) Command experience in security services will be an added advantage;

- (d) Meets minimum guard selection criteria outlined above;
- (e) Should be a Citizen of Nepal or possess a valid work visa if foreign national;
- (f) The contract must include a provision for the replacement of a guard if his/her performance or behavior is not acceptable by the UN Inter-agency community through the DSS/FSA/FSO/ASFP.
- (g) Health conditions should be same as clause 5.9.17
- (h) Education and literacy: The minimum education level should be S.L.C. pass but should be able to write and speak fluently in English and Nepali languages and should have good interpersonal and comprehension skills;

### 6.3 **Overall Security In-charge** (applicable to UN House only)

- The **Overall Security In-charge** will be the focal point for all interaction between the UN and your organization. He/She will be located in the UN House only and will be responsible for monitoring and ensuring the services are performed in accordance with UN requirements and for ensuring that all issues are resolved promptly and satisfactorily to UN requirements ;
- Age: 25 to 58 years old;
- Education and literacy: The minimum education should not be less than Higher Secondary with fluency in written and spoken English.
- Minimum of 7 years' professional experience (in the security business as the supervisory level or above. The person should have previous experience in managing the guards providing security services to a large setting as in UN House;
- Health conditions should be same as clause 5.9.17
- Behavioral Ability: The person should be able to deliver quality and timely services even under high work pressure coupled with emergency situations and ad-hoc services;
- The person should remain calm and should possess a high level of interpersonal and negotiation skills to resolve the disputes or crisis that may come across during the course of performing his/her duties in the UN Offices/Premises;

### 6.4 Point of Contact from company's side:

It is expected that the successful offerer nominates from their side a point of contact who acts as the focal point for all security related matters under

the Long Term Agreement /contract.

## **7. Generic Training for all categories**

- Training - Standardized at an optimum level;
- Communications: Provide a VHF communication training
- Counter Surveillance

## **8. Response to Security Incidents.**

- ❑ The security company to ensure a coordinated and speedy response by its security force to security incidents.
- ❑ To adjust to recommended modifications in security policies or practices of the United Nations as issued by the UN DSS.

## **9. Detailed Access Control Procedure (as per Agency specific SOP for the premises not excluding the following)**

- 9.1 Pedestrians: Description of the devices and procedures used at each duty station facility; description of procedures used in the operation of each type of equipment involved; procedures used for searches of men and women; procedures used for notification in case of discovery of weapons and other contraband or disorderly persons.
- 9.2 Visitor control procedures: Description of the procedures for identification and control of visitors to official facilities; the badge system and badge issuance procedures and control; escort and control of visitors within the facility perimeter; notification of authority in case of visitor disorderly conduct;
- 9.3 Package and mail search: Bomb, weapons and other contraband detection procedures through the use of electronic equipment and manual search; awareness and familiarity training; response, notification procedures and alarm systems.
- 9.4 Vehicle access control and search procedures: Gate control procedures, barrier operations, driver identification and requirements; vehicle compartment and body frame searches; truck and vendor access procedures; vehicle and cargo searches and bill of lading inspections; notification procedures.
- 9.5 Bomb threat response: Bomb threat protection procedures by guard personnel; notification procedures; building searches; identification and relationship with local bomb disposal unit -- host government or other.
- 9.6 Guard responsibilities in emergency action situations: Specific functions and role of guard force when any emergency action situation occurs.
- 9.7 Personnel identification: Procedures for recognizing official identification of United Nations staff members, employees, dependents and official visitors; procedures for notification where proper identification documents provided.
- 9.8 Self-defense: Procedures for and extent of physical force in self-defense.

- 9.9 **Restraint of persons and use of handcuffs:** Procedures for use of restraint methods, including the use of handcuffs (if required equipment); limitations, if any, on use of restraint devices.
- 9.10 **Threat detection:** Skill development in the identification of indicators of an attack, such as identification of attacker surveillance methods, recognition of potential attackers because of behavior and frequency of sightings near United Nations assets; notification procedures used.
- 9.13 Communications: Voice communications procedures used as described in detail; use of hand-held and vehicle-mounted radio units is covered; communications discipline emphasized and codes and signals defined.
- 9.14 Elements of guard supervision: Responsibilities of the first-line supervisor covered, including post inspection, maintenance of post logs and reports, preparation of shift reports and use of discipline.
- 10. **Emergency medical assistance:** Elements of first aid and cardio-pulmonary resuscitation (CPR) provided to ensure a capability of effective response on the part of the guard where there is injury or apparent heart attack. The CPR aspect of this training can be a separate module and provided to the staff as well.

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## ATTACHMENT 2

### Guard Deployment details of the UN Agencies

AGENCY	Category of Guard	Number of guards	No of hours/day	Total hours/day	Remarks
UNDP, UN House, Pulchowk (3 VHF radios)	Male Guard	3	10	30	
	Male Guard	23	8	184	
	Female Guard	2	6	12	
	Female Guard	1	10	10	
	Head Guard	0	0	0	
	Supervisor	3	8	24	
	Overall Incharge	1	8	8	
KSK Building Premises (PBRU, UNODC, CPP/UNV, RCPD, DEX, Block B, and Basement)	Male Guard	18	8	144	
	Male Guard	1	10	10	
	Male Guard	6	12	72	
UNDP DEX Project (Kathmandu, Sarlahi, Rautahat, Dhangaghi, Biratnagar, Nepalgunj)	Male Guard	31	8	248	
	Male Guard	13	12	156	
	Head Guard	1	10	10	
	Head Guard	1	12	12	
	Supervisor	6	8	48	
	Supervisor	1	12	12	
UN-WOMEN, Thapathali, Kathmandu	Male Guard	2	8	16	
	Female Guard	1	8	8	
UNESCO, Sanepa, Lalitpur	Male Guard	5	12	60	
	Female Guard	1	12	12	
UNICEF - ROSA, Lainchaur, Kathmandu	Male Guard	6	12	72	
	Female Guard	1	10	10	
	Supervisor	1	12	12	
UNICEF, Kathmandu, Bharatpur, Nepalgunj and Biratnagar	Male Guard	18	8	144	
	Female Guard	3	8	24	
	Head Guard	4	10	40	
UNHCR, Maharajgunj	Male Guard	8	8	64	
	Head Guard	1	10	10	
WFP (overall requirement)	Male Guard	41	12	492	
	Female Guard	5	12	60	
	Head Guard	6	12	72	
	Supervisor	1	12	12	
WHO/IPD, Chakupat, Lalitpur	Male Guard	1	12	12	
	Male Guard	3	8	24	
	Head Guard	1	12	12	
RCO, Nepalgunj	Male Guard	5	8	40	
	Female Guard	1	8	8	
	Head Guard	1	8	8	
	Supervisor	1	8	8	
	Overall Incharge	1	8	8	
UN RCO, Biratnagar	Male Guard	3	8	24	
	Male Guard	1	10	10	
	Male Guard	1	12	12	

UNDP, Dadeldhura	Male Guard	3	8	24	
UN-HABITAT, Pulchowk, Lalitpur	Male Guard	3	8	24	
UNFPA, Sanepa, Lalitpur and Dang	Male Guard	6	8	48	
	Male Guard	6	12	72	
	Female Guard	1	8	8	
ILO, Sanepa, Lalitpur	Male Guard	6	8	48	
	Female Guard	1	8	8	
<b>Total</b>		<b>260</b>	<b>470</b>	<b>2510</b>	

<b>Total Hours/day</b>	<b>Guards (male and female)</b>	<b>2,132</b>	<b>hours a day</b>
	<b>Head Guards</b>	<b>176</b>	<b>Hours a day</b>
	<b>Supervisor</b>	<b>116</b>	<b>Hours a day</b>
	<b>Overall Incharge</b>	<b>16</b>	<b>Hours a day</b>

Estimated number of guards required in a day for UN Agencies in Nepal = 260

Estimated number of guards required for residences of expats = 400

Total estimated number of guards required for offices/residences = 660 or approx. 700

### **ATTACHMENT 3**

#### **List of surveillance equipment currently in UN House**

- CCTV System
- Vehicle Inspection Mirrors
- Fire Alarm System
- Public Addressing System
- Guard Monitoring system
- Metal walkthrough gate
- Turnstile Gate ( in the process of installation)
- X- Ray machine (in the process of installation)

## **ATTACHMENT 4**

### **Tips on Guarding service Orientation**

- a. United Nations assets: Description of assets, name, location and function.
- b. Local law and power of arrest: What authority and power the guards have to use force and arrest offenders; relationship of guard force to government security forces.
- c. Threat to facilities: Description and nature of the threat to United Nations assets with examples.
- d. Fires: Description of the threat to assets of fire; use of fire extinguishers; familiarization with fire alarms and extinguisher locations.
- e. UN House emergency plans: Role the guard force plays in case of fire, explosions, bomb search and building evacuation. DSS is responsible for this instruction.
- f. Physical security measures at the UN House: Description of access control and fire alarm systems used.
- h. Guard force communications: Procedures used in case of incident; notification of others; use of radio equipment.
- i. General post orders: Description of general orders and post orders in detail. Emphasis on guard responsibilities, department, penalties for commission of violations of orders.
- j. Maintaining post logs: Procedures for preparing daily logs and incident reports.
- k. Restraint of disorderly persons: Procedures for defending against physical attack; procedures for restraining others; guidance on use of force.
- l. Use of personal equipment: Procedures for the use of any equipment issued to guards, e.g., baton, handcuffs, etc.
- m. Use of access control procedures: Use of electronic body and package search equipment; personal searches; vehicle search; building search for suspected bombs; visitor control systems, including badge issuance and control. General coverage of this subject to all guard personnel, with detailed hands-on training to those guards assigned to access control duties and full understanding of a CCTV system.

## ATTACHMENT 5

### CHECK LIST FOR OCULAR INSPECTION FOR POST QUALIFICATION

<b><u>Check-List</u></b>				
<b>Ocular Inspection of Security Agency</b>				
<b>Date:</b>				
S.No.	Description	Compliant	Noncompliant	Details/Remark
	Name of the Security Company			
1	Original Company registration certificate			
2	Distance of the Security Company's office from UN House, Pulchowk			Maximum 10 kms from UN house
3	Office Space (facilities available within the office premises)			For eg: Operation Room, Fuel Storage, Parking Space etc
4	Number of reserve guards available			
5	Emergency response plan (back up equipment)			
6	Number of VHF, Mobile Phone, Telephone lines and Fax			
7	Number of official vehicles owned by security company			Minimum 10 four wheelers
8	No of Vehicles assigned for night patrolling			
9	No of clients as of date			
10	Verification of Quick Response Team QRT (response time, equipment)			
11	License for HF and VHF			
12	Provision of backup power supply			Availability of Gen Set/Inverters
13	Use of electronic devices eg. Computers, Printers, Bgan, SAT phones			
14	Interview of security in charge/supervisor (skills/Articulation/Communication)			
15	Training facilities and equipment (type, no of instructors, experts, competencies)			
18	HR Policy/Personal File (Pay Roll for staff and how much is a pay per guard, Staff back up system)			
	<b>Final Comment</b>			
<b>Any other comments:</b>				

## **Section 4: Proposal Submission Form<sup>10</sup>**

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that :

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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<sup>10</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Contact Details : \_\_\_\_\_

*[please mark this letter with your corporate seal, if available]*

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## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

### Proposer Information Form<sup>11</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*  
RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>11</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.



## Joint Venture Partner Information Form (if Registered)<sup>12</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>12</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

## Section 6: Technical Proposal Form

### TECHNICAL PROPOSAL FORMAT INSERT TITLE OF THE SERVICES

**Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.**

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

### SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

*This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

**1.1 Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

**1.2. Financial Capacity:** Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

### SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

*This section should demonstrate the Proposer's responsiveness to the TOR 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 methodology meets or*

*exceeds the requirements.*

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

### SECTION 3: PERSONNEL

**3.1 Management Structure:** Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel.** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References no.1 (minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.2</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference no.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Declaration:</b>		
I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/>         Signature of the Nominated Team Leader/Member       </div> <div style="width: 35%; text-align: right;">         Date Signed       </div> </div>		

## **Section 7: Financial Proposal Form<sup>13</sup>**

### **Section 6: Financial Proposal Form**

#### **UNDP/RFP/06/2015**

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

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

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

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

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<sup>13</sup> *No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.*

#### A. Cost Breakdown:

Section A - for Financial Evaluation						
	Type	Unit Rate per MONTH	Required Units	Weight	Price as per weightage	Price as per required Qty
	1. Salary	A	B	C	AxC	AXB
1	Security Guards (male and female)		230	88		
2	Head Guards		15	6		
3	Supervisor		13	5		
4	Overall Security In-charge		2	1		
	TOTAL		260	100		
	Type	Unit Rate per HOUR	Required Units	Weight	Price as per weightage	Price as per required Qty
	2. Overtime	A	B	C	AxC	AXB
6	Security Guards (male and female)		230	88		
7	Head Guards		15	6		
8	Supervisor		13	5		
9	Overall Security In-charge		2	1		
	TOTAL		260	100		
	GRAND TOTAL (1 + 2)					

#### Note.

1. The cost per staff member must include: staff cost, taxes, insurance, communication equipment, uniforms, management fee and all other expenses as specified in the TOR and bidders are required to provide detail breakdown of each cost to determine the take home salary, taxes, insurance, communication equipment, uniforms, management fee etc.
2. Reimbursable services will be requested by UNDP on an "as and when required" basis.
3. The above figures are the estimated total requirements for the security services which may increase/decrease based on actual number of requirements. Please note that the UN will only be responsible to pay as per the actual number of the requirements based on the rates provided by the bidders
4. The number of required guards, duty hours and required number of VHF may vary depending on the security situations and need of the UN offices.

## B. Cost Breakdown by Cost Component:

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

No.	Specification	Security Guards - Monthly Cost (NPR.)	Head Guards - Monthly Cost (NPR.)	Supervisor - Monthly Cost (NPR.)	Overall Security In-charge Monthly Cost (NPR.)
<i>Take home pay elements:</i>					
1.	<i>Basic salary</i>				
2.	<i>Overtime (if any)</i>				
3.	<i>Special Allowance (if any)</i>				
<i>Other Fringe benefits elements:</i>					
4.	<i>Health Insurance included spouse and kids for Outpatient and Hospitalized</i>				
5.	<i>Dashain bonus, if any (once a year)</i>				
6.	<i>Severance Payment</i>				
7.	<i>Training</i>				
8.	<i>Uniform per year*</i>				
9.	<i>Yearly leave cost</i>				
10.	<i>National holiday</i>				
11.	<i>Reliever cost for absentee</i>				
12.	<i>Radio communication,</i>				
13.	<i>Overhead, which includes profit/ management fee</i>				

**\*Note.**

- Suite-Jacket / with complete attribute (company logo, name tag), 2 each
- Daily uniform (winter and summer)/with complete attribute {company logo, name tag), 2 each
- Torch, 1 each
- Baton, 1 each
- Whistle, 1 each
- Boots, 2 pairs
- Security Cap, 1 each
- Belt, 1 each
- Rain suit with rain boot, 1 each
- Umbrella, 1 in each post
- Company ID Cart, 1 each etc.



### PRICE CONSIDERATIONS

UNDP envisages to enter into contract for 1 (one) year with the option to renew for the 2nd and 3rd year.

The prices may increase if any, to comply with minimum wage changes set by Government of Nepal. Bidders shall provide a formula in calculating the increment in minimum wage to total contract value.

Duly authorized to sign the Proposal for and on behalf of

(Name of Organization)

Signature/Stamp of Entity/Date

Name of representative:

Address:

Telephone/Fax:

Email:





## Section 8: FORM FOR PROPOSAL SECURITY

***(This must be finalized using the official letterhead of the Issuing Bank.  
Except for indicated fields, no changes may be made on this template)***

---

To: UNDP  
*[Insert contact information as provided in Data Sheet]*

WHEREAS *[name and address of Contractor]* (hereinafter called "the Proposer") has submitted a Proposal to UNDP dated [Click here to enter a date.](#), to execute Services ..... (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Proposer shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposer:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP's variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Proposer such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposer, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Proposer.

### ***SIGNATURE AND SEAL OF THE GUARANTOR BANK***

Date .....

Name of Bank .....

Address .....



## Section 9: FORM FOR PERFORMANCE SECURITY<sup>14</sup>

***(This must be finalized using the official letterhead of the Issuing Bank.  
Except for indicated fields, no changes may be made on this template)***

---

To: UNDP  
[Insert contact information as provided in Data Sheet]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. [Click here to enter text](#), dated [Click here to enter a date](#), to execute Services ..... (hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [amount of guarantee] [in words and numbers], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee as aforesaid] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until a date 30 days from the date of issue by UNDP of a certificate of satisfactory performance and full completion of services by the Contractor.

### ***SIGNATURE AND SEAL OF THE GUARANTOR BANK***

Date .....

Name of Bank .....

Address .....

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<sup>14</sup> If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer's Bank will issue shall use the contents of this template



## Section 10: Form for Advanced Payment Guarantee<sup>15</sup>

***(This must be finalized using the official letterhead of the Issuing Bank.  
Except for indicated fields, no changes may be made on this template)***

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\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of UNDP]

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [name of Company](hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of Services](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in words] ([amount in figures])<sup>16</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_,

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<sup>15</sup> This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

<sup>16</sup> The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.



2\_\_\_\_,<sup>17</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

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<sup>17</sup> *Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph : "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee.*



## **Section 11: Contract for Security Services**

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

**CONTRACT NO \_\_\_\_\_**  
**BETWEEN**  
**UNDP**  
**AND**

**\_\_\_\_\_**  
**FOR THE PROVISION OF SECURITY SERVICES FOR**  
**THE UNDP IN \_\_\_\_\_**

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

### **WITNESSETH**

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

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

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

### **Section 1** **TERM OF CONTRACT**

This Contract shall be in force for a period of [twelve months] commencing on \_\_\_\_\_. It shall remain in full force and effect until \_\_\_\_\_, unless terminated earlier in accordance with Section 7 below. UNDP may, at its option, decide to extend the term of this Contract for subsequent periods of up to \_\_\_\_\_. In such case, UNDP shall provide the Contractor with at least thirty (30) days written notice of its intent to exercise this option.



## Section 2

### SERVICES TO BE PROVIDED BY THE CONTRACTOR

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

- (a) A security force of [xxx] shall patrol the \_\_\_\_\_ and \_\_\_\_\_.
- (b) The guards shall be properly trained and licensed, in accordance with local law, to perform security services.
- (c) The guards shall be uniformed and wear appropriate identification badges. The names of the guards shall be given to UNDP for verification purposes well in advance of assignment to perform services under this Contract.
- (d) The guards shall have the following shifts: (will be stated in the Contract)
- (e) For the performance of the security services herein, the guards may be given keys to the [offices/main and rear entrance gates at UNDP Offices/ Warehouse /Residences]. In such case, the Contractor shall issue a written receipt to the guards indicating that the keys have been handed over.
- (f) In the event that patrol cars or other vehicles are required for the performance of security services under this Contract, the Contractor shall provide and maintain such vehicles. At the request of the Contractor, UNDP will provide radio communication equipment for each vehicle. UNDP agrees to maintain and repair the equipment as necessary.
- (g) The Contractor shall communicate with its security guards on duty during the day shift by \_\_\_\_\_ and during the night shift by \_\_\_\_\_.
- (h) In the event of an emergency, the Contractor shall contact UNDP.



### **Section 3 CONTRACTOR'S PERSONNEL**

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

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

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

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

### **Section 4 PAYMENT FOR CONTRACTOR'S SERVICES**

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

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



## **Section 5**

### **INSURANCE AND LIABILITIES TO THIRD PARTIES**

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

5.2 The Contractor shall provide and thereafter maintain third party liability insurance in an adequate amount for personal injury or death, or loss of, or damage to, property arising from the acts or omissions of the Contractor, its agents, servants, employees or subcontractors performing work or services in connection with this Contract, including the operation of any vehicles or other equipment, or the use of firearms.

## **Section 6**

### **INDEMNIFICATION**

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

## **Section 7**

### **SERVICE OF NOTICES**

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

**For UNDP**

**For the Contractor**





## **Section 8 LEGAL STATUS**

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

## **Section 9 SOURCE OF INSTRUCTIONS**

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

## **Section 10 ASSIGNMENT**

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

## **Section 11 SUBCONTRACTING**

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

## **Section 12 OFFICIALS NOT TO BENEFIT**

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



### **Section 13**

#### **OBSERVANCE OF THE LAW**

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

### **Section 14**

#### **AUTHORITY TO MODIFY**

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

### **Section 15**

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

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

### **Section 16**

#### **TERMINATION**

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

### **Section 17**

#### **SETTLEMENT OF DISPUTES**

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



**Section 18**  
**PRIVILEGES AND IMMUNITIES**

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

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

For UNDP:

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

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
Name:

Title:

Date:



## ANNEX

### **1 FORM OF FIDELITY BOND**

(TO BE PROVIDED BY THE SUCCESSFUL BIDDER AT THE TIME OF CONTRACT SIGNATURE)

**Know all persons by these presents, that we, [security company],** a company incorporated in and under the laws of \_\_\_\_\_, and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_, and duly authorized to transact business in \_\_\_\_\_ (hereinafter "Surety") are held and firmly bound unto UNDP, [a subsidiary body of the United Nations], an international intergovernmental organization with its Headquarters in New York, New York, USA, in the sum of \_\_\_\_\_ (USD), to be paid to UNDP, for which payment, well and truly to be made, \_\_\_\_\_ and the Surety do bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

**Dated this** \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**Whereas,** [security company] has entered into a written contract with UNDP dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, for the provision of security services for UNDP personnel and premises in \_\_\_\_\_, said Contract being by reference made part hereof and hereinafter referred to as the "Contract".

**Whereas,** \_\_\_\_\_, employee of [security company], by contract of employment, bearing even date with this obligation, has been assigned by [security company] from \_\_\_\_\_ for a term of one year, unless terminated earlier in accordance with the Contract, to provide security services for UNDP, in accordance with the Contract.

**Now,** the condition of this obligation is such that, if the said employee shall well and truly perform the services required under the Contract for the term of one year; and if the said employee shall not, during the said term, detain, convert, waste, embezzle, make away, or lend any goods and chattels of the said UNDP, but shall honestly perform the services under the Contract, as a licensed and trained security guard ought to do, during the said term, then this obligation is to be void; otherwise, to remain in full force.

**No** right of action shall accrue on this Bond to or for the use of any person or corporation other than UNDP named herein.

**This Bond** shall be enforceable without the need to have recourse to any of the dispute resolution procedures set forth in the Contract.



Nothing herein or related hereto shall be deemed a waiver, express or implied, of the privileges or immunities of the United Nations, including UNDP.

Signed on \_\_\_\_\_  
On behalf of \_\_\_\_\_  
by \_\_\_\_\_  
in the capacity of \_\_\_\_\_

Signed on \_\_\_\_\_  
On behalf of \_\_\_\_\_  
by \_\_\_\_\_  
in the capacity of \_\_\_\_\_

**in the presence of** \_\_\_\_\_

**in the presence of** \_\_\_\_\_



## **UNDP GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### **2.0 SOURCE OF INSTRUCTIONS:**

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

### **3.0 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 this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### **4.0 ASSIGNMENT:**

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

### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP 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 conform to the provisions of this Contract.

### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP 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 this Contract.

### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents 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, products 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.

### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** 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.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes 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.

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

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

## **9.0 ENCUMBRANCES/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 the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

## **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.



**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

**13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any





such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** 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 the UNDP, 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be 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 this Contract.

**14.2** 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, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** 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.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

#### **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account



of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of 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.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, 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 dispute, controversy, or claim.

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

## **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article



32 thereof, 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.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### **21.0 OBSERVANCE OF THE LAW:**

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

#### **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### **23.0 SECURITY:**

**23.1** The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.



**23.2** UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

#### **24.0 AUDITS AND INVESTIGATIONS:**

**24.1** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

**24.2** The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

#### **25.0 ANTI-TERRORISM:**

**25.1** The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

#### **26.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

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