

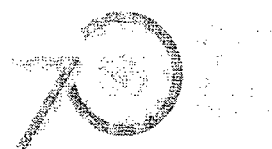
REQUEST FOR PROPOSALS

**PROVISION OF SECURITY SERVICES FOR UN PREMISES AT YANGON
AND UNDP FIELD OFFICES IN MYANMAR
ON LONG TERM AGREEMENT BASIS**



United Nations Development Programme

April, 2015



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Resilient nations.*

Section 1. Letter of Invitation

Myanmar
April 22, 2015

"PROVISION OF SECURITY SERVICES FOR UN PREMISES AT YANGON AND UNDP FIELD OFFICES IN MYANMAR"

2015/PROC/UNDP-MMR/PN/026

Dear Mr./Ms.:

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 RFP includes the following documents:

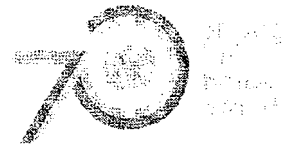
- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Long Term Agreement, 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, no later than May 21, 2015.

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

United Nations Development Programme
6 Natmauk Road, Tamwe Township
Yangon 11211, Myanmar
Attention: ei.cho.nyunt@undp.org

The letter should be received by UNDP no later than close of business, 28 April 2014. 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.



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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,

A handwritten signature in cursive script, appearing to read 'Thuy Hang Thi To'.

Thuy Hang Thi To
Deputy Resident Representative (Operations)

A small, stylized handwritten mark or signature, possibly a monogram or initials.

Section 2: Instruction to Proposers¹

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

¹ 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..

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.

- 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/transparencypdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protect/ 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.

29.3 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. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal 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:

(TP Rating) x (Weight of TP, e.g. 70%)

+ (FP Rating) x (Weight of FP, e.g., 30%)

Total Combined and Final Rating of the Proposal

29.4 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_prot_est/ 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

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.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	N/A
2		Title of Services/Work:	PROVISION OF SECURITY SERVICES FOR UN PREMISES AT YANGON AND UNDP FIELD OFFICES IN MYANMAR ON LONG TERM AGREEMENT BASIS
3		Country / Region of Work Location:	Myanmar
4	C.13	Language of the Proposal:	English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	Shall not be considered
7	C.22	A pre-proposal conference will be held on:	<p>Date and Time April 29, 2015, 10:00 AM (Yangon Time) Venue: UNDP, # 6 Natmauk Road, Tamwe Township, Yangon, Myanmar</p> <p>Bidders are required to provide advance intimation through the UNDP email address: ei.cho.nyunt@undp.org</p> <p>Senior staff from the bidders' company should attend the pre-proposal meeting.</p>
8	C.21	Period of Proposal Validity commencing on the submission date	120 days
9	B.9.5	Proposal Security	Not Required

	C.15.4 b)		
10	B.9.5	Acceptable forms of Proposal Security	NA
11	B.9.5 C.15.4 a)	Validity of Proposal Security	NA
12		Advanced Payment upon signing of contract	Not allowed
13		Liquidated Damages	Will not be imposed
14	F.37	Performance Security	Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	United States Dollars (US\$) Local Currency (Kyats) for local company <i>Reference date for determining UN Operational Exchange Rate : May 2015</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	5 days before the submission date (May 16, 2015).
17	B.10.1	Contact Details for submitting clarifications/questions	Focal Person in UNDP: Ms. Ei Cho Nyunt Address: United Nations Development Programme 6 Natmauk Road, Tamwe Township Yangon 11211, Myanmar Facsimile: Fax No. : + 95 1 545634 & 544531 E-mail address dedicated for this purpose: ei.cho.nyunt@undp.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email or fax
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1 <ul style="list-style-type: none"> Please also provide technical proposal and its annexures (scanned copies in ONE PDF FILE) in a CD/DVD; and can be kept in the envelope containing hard copy technical proposal. PLEASE NOTE THAT CD/DVD <u>should not contain Financial Proposal</u>

20	D.23.1 D.23.2 D.24	Proposal Submission Address	United Nations Compound 6 Natmauk Road, Tamwe Township Yangon 11211, Myanmar Attention: Procurement Unit Subject: "Tender for Security Services"
21	C.21 D.24	Deadline of Submission	Date and Time : May 21, 2015, 12:00 AM (Noon) Yangon Time
22	D.23.2	Allowable Manner of Submitting Proposals	Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	N/A
24	D.23.1	Date, time and venue for opening of Proposals	N/A
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Local Government permit to locate and operate in the current location of office or factory <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> List of major corporate clients highlighting similar contracts for clients of comparable business nature and size as UNDP/UN, Contract Details / Estimated Contract Value; <input checked="" type="checkbox"/> CVs of managerial personnel and security staff highlighting experiences in servicing international organizations of similar size and nature as UNDP/UN, including relevant certificates, accreditations, awards and citations received; <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years

			<input checked="" type="checkbox"/> Statement of Satisfactory Performance or Letters of Recommendations from the Top two Clients; <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (five) 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; <input checked="" type="checkbox"/> Other relevant documents, as requested in the Terms of Reference
27		Other documents that may be Submitted to Establish Eligibility	Nil
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	NA
29	C.15.2	Latest Expected date for commencement of Contract	<i>August 1, 2015</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	1+ 2 years; Long Term Agreement would be for an initial period of one year with the option to extend for two additional years subject to satisfactory performance.
31		UNDP will award the contract to:	One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Others: <i>signature by both Parties</i>
35		Other Information Related to the RFP	N/A

Technical Evaluation Criteria (TEC)

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company				
				A	B	C	D	E
1.	Company Experience and Capacity	35%	350					
2.	Proposed Work Plan and Business Approach	35%	350					
3.	Personnel	30%	300					
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 Experience and Capacity

Form 2: Proposed Work Plan and Business Approach

Form 3: Personnel

		Points obtainable	Companies				
			A	B	C	D	E
1.0 Expertise and Capacities of firm / organization submitting proposal							
1.1	Years of Establishment (evidenced by Government Registration Certificate)-Minimum 3 years of experience in the relevant field	60					
1.2	Regional presence (List regional presence)-Minimum presence at the places stated in the TOR	50					
1.3	Company's ability to provide Communications (radio, mobile telephone), Equipment (baton, flashlights, whistles, torch, first aid kits, etc.), and Uniform (suite-jacket, daily uniform, shoes, trousers, shirt, raincoats, umbrellas, Company ID Card.) to the security personnel on duty at all duty stations	60					
1.4	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)	50					
	If yes under 1.7, How often:	30					
1.5	Financial standing of the firm:	50					

	Please provide the audited financial report for the past 2 years. (Minimum- Quick Ration of 1)						
1.6	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	To what degree does the Offeror understand the task?	60					
2.2	Is the proposed framework adopted appropriate for the task?	50					
2.3	Is the scope of task well defined and corresponds to the Scope of Services?	50					
2.4	Quality of Work Plan. Is the Work Plan clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation of the task in the TOR	70					
2.5	Quality assurance procedures (SOPs). Is the Standard Operating Procedures (SOP) well defined and are the rules of engagement comply with national and UN legal guidelines.	70					
2.6	Start Up plan. Is the plan sufficiently comprehensive and containing all pertinent details (Recruitment, Training, phase-in, timeline and phase takeover) or the capacity to take on the contract.	50					
TOTAL MARKS		350					

	Points Obtainable	Companies				
		A	B	C	D	E
3.0 Personnel (Guard Supervisor)						

3.1	A minimum 5 (five) years of progressive responsibility in managing a guard force	60					
3.2	Education-Completion of secondary school is minimum requirement	60					
3.3	Established network of contacts with local authorities and emergency services	60					
3.4	Fluent speaking/reading/writing in English and Myanmar	60					
3.5	Police recommendation of clearance of any crime	60					
TOTAL MARKS		300					

Note: The companies/firms must provide all the relevant CVs of the proposed Guard Supervisors together with the assigned duty stations. All proposed CVs must have the above minimum requirements.

Section 3: Terms of Reference (TOR)

PROVISION OF SECURITY SERVICES FOR THE UNITED NATIONS PREMISES IN YANGON AND UNITED NATIONS DEVELOPMENT PROGRAM FIELD OFFICES IN MYANMAR

A. Project Title

Provision of 24/7 unarmed security guarding services for the protection of the premises, and assets of the United Nations Premises in Yangon and United Nations Development Programme (UNDP) field offices in Myanmar.

B. Project Description

UNDP is seeking to procure the services of a professional security company to provide, operate, and manage unarmed security guards that are trained, equipped, and supervised in order to protect the premises and assets of UN Premises in Yangon and UNDP field offices in Myanmar on a continuous basis.

It is intended that the professional security company will maintain existing security measures and where appropriate implement enhanced measures in coordination with UNDP management, especially in locations where specific security challenges exist.

It is intended to award a contract for services for a period of three years which will remain subject to an annual assessment of the contracted provider's performance. The baseline assessment form is attached as Appendix 1 to these Terms of Reference. The contract will be awarded through a competitive selection process where the professional service provider must clearly demonstrate through a written proposal, extensive contextual experience in providing security services, sustainable capabilities, technical proficiency and competency, and adherence to local and international good practices in the provision of security services.

C. Background

The United Nations system in Myanmar comprises twenty individual organisations with personnel and assets deployed in offices, warehouses, and other facilities throughout the country. The United Nations enjoys the overarching support of the Host Country in meeting its primary responsibility for the safety and security of its personnel, and the protection of its premises and assets. Although the United Nations in Myanmar is generally not considered a direct target for the activities of potentially hostile groups, it remains necessary to ensure adequate levels of protection are implemented to serve as a deterrent and to be able to respond effectively in the event of an accident or occurrence.

D. Scope of Services, Expected Deliverables, and Target Completion

The selected service provider shall provide supervisory, management and other personnel all with the required levels of experience, educational qualifications, and abilities to be able to plan and provide the necessary security services. Personnel provided shall be vetted, adequately trained, equipped, and supervised. The service provider shall perform to the standards and shall

adhere and comply with all applications and directives as identified in the Terms of Reference, including local and international good practices in the provision of security services.

The effective date of this contract, should a contract be awarded, is expected to commence on or about 01 August 2015. A contract for services for a period of three years will be awarded which will remain subject to an annual assessment of the contracted provider's performance.

The professional security company shall provide a high level of security service delivery in the following functional areas at UN premises in Yangon and UNDP field offices throughout Myanmar:

Facility Protection: The service provider shall protect United Nations facilities against unauthorised access or acts of aggression through the provision of fully trained and uniformed security guards that are established at post and fit for purpose on a continuous basis.

- Maintain the required number of security guards at the designated post on a continuous basis.
- Support the implementation of physical and technical security measures on the perimeter.
- Maintain existing physical and technical security measures for all premises.
- Maintain day-to-day liaison and coordination with the United Nations building manager, Head of Office, or allocated focal point at each site.
- Maintain full security during times of demonstrations and protests occurring outside United Nations facilities or moving through adjoining or adjacent paths.
- Report any criminal incidents or disturbances occurring at or in the immediate vicinity of United Nations premises.
- Monitor the serviceability of fire-fighting equipment and other security related equipment and report the need for maintenance to the United Nations building manager, Head of Office, or allocated focal point at each site.

Access Control: Control the access of all United Nations personnel and visitors through visual inspection, including:

- Confirming identity of United Nations Personnel and visitors through a visual check of photograph identification
- Issuance of visitor badges for non-United Nations personnel
- Screening and registration of all incoming/outgoing materials and equipment
- Stopping and inspecting suspicious vehicles at the entrance
- Registering visitors, contract workers, cleaning and maintenance staff

Patrolling: The service provider shall monitor the perimeter and exterior of the building through the physical conduct of roving patrols during the hours of darkness in order to detect and prevent unauthorized access to the premises. The frequency and conduct of roving patrols is to be recorded in the Daily Occurrence Book (DOB). During periods of elevated tension (increased criminality, demonstrations or unrest) the service provider shall provide patrols during daylight hours also.

Surveillance Detection: The service provider shall report and record in the DOB any occurrences of suspicious behavior by pedestrians or vehicles either outside or in the immediate vicinity of the United Nations premises.

Emergency Response: The service provider shall be prepared to respond appropriately to fire hazards and medical emergencies in support of United Nations personnel and visitors to the facility. In the event of a fire, medical emergency, environmental disaster, civil unrest, or disturbance, the security provider shall lend all reasonable assistance, to include:

- Sounding all appropriate alarms, alerting United Nations personnel and contacting the relevant emergency services
- Assist in the evacuation of all personnel from the building
- Assist to mitigate any controllable threats such as to extinguish fires, prevent theft, or protect personnel from harm

Post-Incident Protection: In coordination with the United Nations building manager, Head of Office, or allocated focal point, the service provider shall take all reasonable steps to secure any scene or the perimeter following an incident and deny any unauthorized entry while notifying the authorities and awaiting their arrival.

Coordination and Information Exchange: The service provider shall maintain regular communication and contact with the local police and relevant authorities.

Procedures and Compliance: The service provider shall develop specific security Standard Operating Procedures (SOP) for each site. In locations where particular security challenges exist, such as the possibility of demonstrations and protests, specific provisions shall be developed. The service provider shall comply with all relevant United Nations SOP and security protocols.

Reporting: The service provider shall maintain a Daily Occurrence Book (DOB) at every site detailing occurrences and events which may occur during any shift. The DOB is subject to review by the United Nations building manager, Head of Office, or allocated focal point.

Guard Force Management: All security guarding services under these Terms of Reference must be fully operational on a continuous basis, 24 hours a day, 7 days a week, 52 weeks a year (24/7/52).

The service provider is responsible for ensuring that the service is continuous and that replacement or relieving guards are deployed immediately to cover sickness or absenteeism.

The United Nations building manager, Head of Office, or allocated focal point at the site must be informed 24 hours in advance should security guards be replaced or rotated.

The service provider shall ensure that every site is visited regularly and that adequate supervision is provided.

Residential Security: In locations where sensitivities and specific security challenges exist, there may be a requirement for a lower profile security guard presence where security guards are not uniformed.

E. Locations, Resource Requirements, and Minimum Standards

The service provider shall be solely responsible for providing all equipment, materials,

uniforms and personnel for the implementation of these security services. The equipment, uniforms and other materials shall be provided in accordance with these Terms of Reference.

The service provider shall provide properly vetted, trained, equipped and qualified security personnel and resources necessary to carry out the implementation of service provision in accordance with these Terms of Reference.

Depending on the specific requirements for each site, there should be two shifts considered.

- A 12 hour shift operating from 0700 to 1900 hours and from 1900 to 0700 hours daily
- An 8 hour shift operating from 0800 to 1600 hours, 1600 to 0000 hours, and 0000 to 0800 hours.

After office hours, over weekends, and during public holidays, there may be less guards deployed on duty at any given time.

Depending on the specific site there may also be a requirement for female security guards to be deployed during office hours.

The service provider shall be expected to provide security services at the facilities specified in the following table. The quantities detailed are based on current requirements and information available at the time. Figures and sites may increase or decrease due to the changing requirements of the United Nations and significant changes may necessitate a formal amendment to the contract based on agreement between the United Nations and the security provider.

Locations and Resource Requirements

Site (UN Agency and Facility Type)	Duty Station Location	Physical Street Address	Number of UN Personnel	Security Guard Requirements			Type of Shift	Total Requirement
				Supervisor	Guard	Female		
UNDP Sittway office	N20.151080 E92.871400	NaTaLa Compound , May Yu Road, Mingan, Sittway	9	1	3		8 hours	4
UNDP Hakkha office	N22.651331 E93.616706	191, Bogyoke Rd, Pyidawtha Ward, Hakha	7	1	3		8 hours	4
UNDP Myitkyina office	N25.387488 E97.390355	427, Pyitaung Su Rd, Myay Myint Qtr, Myitkyina	11	1	3		8 hours	4
UNDP Mandalay office	N21.961083 E96.112583	3/64, Bet: 38 & 39 St and 63 & 64 St, Mahar Aung Myay Township, Mandalay, Mandalay Division.	12	1	3		8 hours	4
UNDP Taunggyi office	N20.794090 E97.045410	93-12, Yan Gyi Aung Street, Yay Aye Kwin Quarter, Taunggyi, Southern Shan State.	9	1	3		8 hours	4
UNDP Mawlamyaine office	N16.482100 E97.626280	No. 19 (A), Ayay Paing Kone Street, Sit Ke Kone Ward, Mawlamyaing, Mon State.	6	1	3		8 hours	4
UNDP Country office	N16.796997 E96.171345	No. 6, Natmauk Road, Tamwe Township, Yangon, Union of Myanmar	135	2	3	1	8 hours	6
UNDP Nay Pyi Taw office	N19.8189 E96.16124	No. 5580 ThitKwa 4th Street, Between Pago and Sagaing Street, Ottarathiri Township Naypyitaw	13	1	3		8 hours	4

Site (UN Agency and Facility Type)	Duty Station Location	Physical Street Address	Number of UN Personnel	Security Guard Requirements			Type of Shift	Total Requirement
				Supervisor	Guard	Female		
UN sup office	N16.80329 E96.16169	No. 8C, Bogyoke Museum Road, Bahan Township, Yangon	7		3		12 hours	3
UNDP warehouse	N16.81968 E69.17503	No. 51 G-1 Taw Win Pearl housing Tamwe Township, Yangon	0		3		12 hours	3
			209	9	30	1		40

Minimum Standards

Conditions of Employment: The service provider shall ensure that the conditions of employment comply fully with the relevant labour laws of Myanmar.

Working Hours and Compulsory Time Off:

- Security guard personnel shall not be on duty for a period longer than 12 hours within any given 24 hour period. After a 12 hour shift a security guard must have at least 12 hours of rest.
- No guard shall work more than six days in any given week.
- Security guards shall be entitled to at least 20 days annual leave (paid) per annum

Health:

- All security guards employed under this contract must be free from communicable diseases and in good physical and mental health without any physical impediments that may adversely affect their ability to perform their duties.
- All security guards must have undergone a medical examination and be certified as fit for duty by a registered and certified physician in the last 12 months.
- All security guards shall be provided with free medical treatment for injuries sustained during the performance of their duty.

Compensation:

- The service provider shall provide compensation and benefits under the terms of employment in full compliance with the relevant labour laws of Myanmar.
- Security guards shall be paid within the 5th day of the following month of duty unless disciplinary or extenuating administrative action against the individual is in process.
- The salary payable to security guards shall be no less than USD150.00 (or the equivalent in Myanmar Kyat) per calendar month.
- The security provider shall make available upon request electronic records of the actual salary payments made to individual security guards.
- The service provider, at its own expense, shall provide and maintain for the entire period of the contract, all types of insurance cover that is legally required for its employees. The insurance shall include but not limited to, professional liability insurance, life insurance, and health insurance as it pertains to the performance of duties.

Indemnity insurance: The security company is responsible to provide insurance against stolen or damaged property that is attributable to the guards if something untoward is caused to a United Nations facility due to negligence or failure of a guard to carry out his/her duties. A joint investigation by the Guard Company and United Nations shall be carried out to attribute responsibility for the loss and/or damage of property whilst under the care of the guard force.

Disciplinary Measures: The security provider agrees to undertake any disciplinary measures recommended by United Nations against any guard whose conduct is considered unsatisfactory. The United Nations must be informed of any new recruitment made by the security provider along with a copy of CV and background check of the new security guard.

Replacement: In the absence of any of the guard (family emergency, sick leave, annual leave, etc.) for any reason, the security provider shall provide a temporary qualified replacement at no additional cost to United Nations.

Unit Costs: The unit costs shall include those included in the schedule below:

	Specification	Standard
1.	Salaries (Minimum payable to Supervisor)	
2.	Salaries (Minimum payable to Security Guards)	Minimum standard is no less than USD150.00 (or equivalent in Myanmar Kyat) per calendar month – take home salary.
3.	Communications (radio, mobile telephone, landlines)	
4.	Equipment (baton, flashlights, whistles, first aid kits, etc.)	
5.	Uniform (suite-jacket, daily uniform, shoes, trousers, shirt, raincoats, umbrellas, Company ID Card.)	
6.	Replacement guards due to absenteeism or sickness	
7.	All insurance and indemnity related costs, background and character checks, and costs related to training	

Vetting: The service provider shall undertake to conduct a check of the background, character and criminal history of every employee through the local authorities. Documentation of background checks of employees may be requested for review by the United Nations as part of any disciplinary investigation.

Training: The service provider shall undertake to ensure that security guards are trained on the following basic duties prior to assignment to a United Nations facility:

- Demonstrate a basic knowledge of physical security measures (access controls) and facility protection
- Effectively operate essential issued personal security equipment, including handheld metal detectors
- Effectively operate fire-fighting equipment
- Be able to respond as an emergency first aid responder (minimum CPR and bleeding control)
- Know how to respond to emergency situations including fire, medical emergency, unauthorised entry, discovery of theft, bomb threat, dealing with a suspicious package, hostile reconnaissance and surveillance and detection, dealing with a crowd, etc)
- Be able to record occurrences using the DOB and report information to relevant focal points

In locations where specific threats exist against the United Nations, it is expected that additional training shall be provided by the service provider. Additionally it is expected that continuous on-the-job type training will be provided to security guards by the service provider.

Guard Force Equipment: The guard force will require equipment to perform its assigned duties. Items such as uniforms, weather-protective clothing, flashlights, batons, whistles, etc. shall be furnished by security provider. The security provider shall provide internal communications equipment to enable effective and rapid communications with the United Nations building manager, Head of Office, or allocated focal point, and with the local emergency services.

F. Responsibilities and Minimum Requirements of Service Provider

1. Service Provider

Minimum Qualifications for Security Provider

Experience: The Security Company shall have a minimum 3 years of experience in the provision of security services to the United Nations and/or international organizations/companies.

References: The Company shall provide a list of current and previous clients that they have signed a contract. The United Nations may contact each reference and request information on the firm's responsiveness to security issues and problems, the quality of the services performed and the dependability of the firm in meeting security needs.

Guard Selection: The Company shall provide in their proposal CVs for the key personnel to be involved in the performance of the contract. Firms shall confirm that the nominated personnel shall not be changed without the approval of the United Nations.

Financial Capacity: The Company must be able to financially sustain their guard force if awarded the contract. The firm must provide the Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years and the quick ratio of the last financial statement must be (1).

Accountability: The Company is fully responsible for overall management and daily performance of this contract. The owner/general manager of the Company shall be the central point of contact for this contract and shall be available at all times to meet on the installation with the UNDP Contracting Officer or his/her designated representative. The service provider shall designate and delegate authority this individual in writing (listing name, address and contact telephone numbers) to the Contracting Officer no later than 10 working days prior to the contract start date.

Minimum Qualifications for Security Staff

Guard Supervisor

Service provider shall provide CVs of their key personnel; the following minimum selection criteria shall be adhered to or exceeded:

- Completion of secondary school is required.
- A minimum 5 (five) years of progressive responsibility in managing a guard force.
- An established network of contacts with local authorities and emergency services.
- Fluent speaking/reading/writing in English and Myanmar are required and must be articulate.

- Committed to full term of contract.
- Must be available on a 24-hours basis.
- Must provide police recommendation of clearance of any crime.

In addition to guard requirements, he/she must possess the above criteria except age limit to fulfill the Guard Supervisor duties and responsibilities.

Security Guards

In accordance with above qualifications/criteria, the security company is responsible for selection of candidates for employment. All personnel hired by Security Service Company will be required to go through an approval process, if requested by the United Nations.

- Must provide police recommendation of clearance of any crime
- Health: Free from all communicable diseases and in good general health without physical defects or abnormalities, which would interfere with the performance of guard duty;
- Physical condition: Able to perform physical tasks associated with the guard duties to which he/she is assigned;
- Drug dependency and medication: Shall not be dependent on alcohol or other drugs; if using prescribed medication, it shall not hinder the performance of assigned guard duties; and
- Education and literacy: Completion of secondary school is required.
- Elementary knowledge in English ability and fluency in Myanmar.
- Understand guard orders and maintain guard logs and reports in Myanmar.
- Current Basic training in first aid
- Trained in use of various fire extinguishers and fire control
- Must be knowledgeable about physical security systems and deterrents, how to operate an emergency generator, knowledge of alarm systems and bar code systems.
- Must have the ability to follow instructions, communicate effectively, and be reliable, dependable, firm, courteous and tactful. Must be able to comprehend orders and directives quickly. Must have ability to take clear and decisive action especially during emergency situations.
- Capable of handling telephone call in professional manner after working hours, including unwanted calls such as bomb threats

Generic Job Descriptions for Security Personnel

Guard Supervisor

The Guard Supervisor is responsible for:

- The implementation of security in the designated United Nations premises
- Management of all guard members
- Manage to discipline guards and supervision of guard activities
- Monitoring the daily security situation
- In case of emergency, contact United Nations building manager, Head of Office, or allocated focal point in the respective townships, as well as alerting local emergency services if required
- Produce written report of all security events
- Handling of difficult or uncooperative visitors in order to implement security procedures

- Assisting/arranging in evacuation drills and handling real emergency events
- Any others duties which the United Nations management requires
- Must be able to recommend a suitable replacement to assume his/her duties and responsibilities during his/her leave or absence

Security Guards

Security guards for premises are responsible for:

- Controlling pedestrians entering the United Nations premises through the compound entrance/gate
- Reminding staff to wear their ID card all the time while they are entering the premises.
- Physically inspecting and directing the visitors to appropriate areas
- Reporting immediately any theft or suspicious activity.
- Directing staff to emergency exit door when emergency situations happen
- Ensuring the gate is locked before leaving the post
- Ensure all vehicles are checked and cleared before entering
- Inspecting vehicles entering the compound using the provided inspection or screening equipment
- Reporting the arrival of protesters or demonstrations through the chain of command
- Ensure the gate is closed when there is no traffic
- Patrolling compound area
- Checking the vehicle doors are locked during and after the office hours
- Reporting immediately any suspicious vehicle or incidents
- Reporting immediately any difficult visitors, restraint of persons, or uncooperative guests
- Detecting any imminent crime about to be committed, being observant and alert
- Carrying out checks on all visitors' and staffs bags and packages to make sure that they are cleared, before entering the premises
- Stopping suspicious bags or packages entering the building and reporting immediately
- Reporting immediately any difficult visitors, restraint of persons, or uncooperative guests
- Making sure that the office doors are locked properly after office hours
- Guard should make periodic patrols of the building to ensure that the office's doors are locked and to account for any staff still present in the building

APPENDIX 1

PROVISION OF SECURITY SERVICES FOR THE UNITED NATIONS IN MYANMAR ANNUAL PERFORMANCE MANAGEMENT INDICATOR MATRIX

Service Provider:

Contract/Award:

Year:

Ser	Requirements	Performance Rating and Comment (1 = Excellent, 2 = Very Good, 3 = Good, 4 = Fair, 5 = Unsatisfactory) <i>Written Comments are Required for Excellent and Unsatisfactory Ratings</i>
1	The guards should be properly trained on basic first aid, fire fighting equipment, fire control, basic radio communication, and maintenance of DOB file	
2	The guards should be accordingly uniformed and wear ID	
3	Guard deployment (shifts changes, rotation, replacements)	
4	Punctuality of employees and key staff	
5	Guards should remain alert at all times whilst on duty.	
6	Regular supervision 4 times at random	
7	Rotation of employees and orientation	
8	Post instructions should be adhered to	
9	In-service training on specific-training as requested by the client and training manual on minimum standards	
10	Quality of communication	
11	Immediate response telephone reports and correspondence	
12	Incident and training reports: on-site monthly and quarterly management reports	
13	Security assessment and on-site investigation	
14	Standards of conduct	
18	Functionality of security equipment	
19	Responsiveness of management	

Name: _____ Position: _____ Date: _____

Section 4: Proposal Submission Form²

[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,

² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

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

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

Proposer Information Form³

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.		

³ 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)⁴

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.		

⁴ 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.

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION																					
<p><i>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.</i></p> <p>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.</p> <p>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.</p> <p>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.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">Name of project</th> <th style="width: 15%;">Client</th> <th style="width: 15%;">Contract Value</th> <th style="width: 15%;">Period of activity</th> <th style="width: 15%;">Types of activities undertaken</th> <th style="width: 15%;">Status or Date Completed</th> <th style="width: 20%;">References Contact Details (Name, Phone, Email)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)														
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:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
Declaration:		
<p>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.</p> <p>_____</p> <p>_____</p> <p>Signature of the Nominated Team Leader/Member Date Signed</p>		

Section 7: Financial Proposal Form⁵

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.

⁵ *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:

	Type	Unit rate per month	Required units	Price as per required Qty. per month
	1. Salary	(a)	(b)	(a) x (b)
2	Security Guard Supervisors		9	
3	Security Guards (male and female)		31	
	TOTAL			

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	Supervisor - Monthly Cost	Overall Security In-charge Monthly Cost
<i>Take home pay elements:</i>				
1.	<i>Basic salary</i>			
2.	<i>Special Allowance (if any)</i>			
<i>Other Fringe benefits elements:</i>				
3.	<i>Health Insurance included spouse and kids for Outpatient and Hospitalized</i>			
4.	<i>Dashain bonus, if any (once a year)</i>			

5.	<i>Severance Payment</i>			
6.	<i>Training</i>			
7.	<i>Uniform per year*</i>			
8.	<i>Yearly leave cost</i>			
9.	<i>National holiday</i>			
10.	<i>Reliever cost for absentee</i>			
11.	<i>Radio communication,</i>			
12.	<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
- Shoes, 2 pairs
- Security Cap, 1 each
- Belt, 1 each
- Rain suit with rain boot, 1 each
- Umbrella, 1 in each post
- Company ID Card, 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 the market rate of similar service in **Myanmar**.

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: Long Term Agreement

LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

This Long Term Agreement is made between the United Nations Development Programme, a subsidiary organ of the United Nations, having its headquarters at 1 UN Plaza, New York, NY 10017 (hereinafter “UNDP”) and _____ (hereinafter called “Contractor”) with its headquarters at _____.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP, pursuant to which UNDP country offices world-wide can conclude specific contractual arrangements with the Contractor, as provided herein;

WHEREAS pursuant to the Request for Proposal[to complete] the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the “Parties) hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services and deliverables, which are listed in Annex 1 hereto (“Services/Terms of Reference”), as and when negotiated by UNDP headquarters or a UNDP country office and reflected in a contract for professional services, in the form attached hereto as Annex 2.
2. Such Services shall be at the discount prices listed in Annex 3. The prices shall remain in effect for a period of two years from Entry into Force of this Agreement.
3. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement, which shall be for two years.

Article 2: CHANGES IN CONDITION

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S REPORTING

5. The Contractor will report semi-annually to UNDP on the Services provided to UNDP, including its country offices.

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

6. The standard UNDP General Conditions for Professional Services, attached as Annex 4, shall apply to this Agreement, and any subsequent contracts concluded in accordance with paragraph 1 above.

Article 5: ACCEPTANCE

7. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.
8. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of two years, and may be extended for [one additional] year by mutual agreement of the Parties.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES have signed this agreement.

For and on behalf of:

UNITED NATIONS
DEVELOPMENT PROGRAMME

Date: _____

Date: _____

UNDP GENERAL CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. 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. 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. 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 with the provisions of this Contract.

6. 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. 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. 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 its 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:

- (i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

(iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. 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 the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 which are beyond the control of the Parties.
- 14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, 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.
- 14.3 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, 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.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. 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, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL

Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to

this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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. 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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 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.

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.

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.

AUTHORITY TO MODIFY

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