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The deadline for the submission of bids has been extended till <u>Thursday 23 April 2020 3:00 PM</u> (Damascus time)

# **INVITATION TO BID**

Provision of Security Guard Services for UN Premises in Syria

- ITB No.: UNDP-SYR-ITB-018-19
- Project: Security Project
- Country: Syrian Arab Republic
- Issued on: 25 Mar 2020

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

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

Section 1: This Letter of Invitation Section 2: Instruction to Bidders Section 3: Bid Data Sheet (BDS) Section 4: Evaluation Criteria Section 5: Schedule of Requirements and Technical Specifications Section 6: Returnable Bidding Forms • Form A: Bid Submission Form • Form B: Bidder Information Form

- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule

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

Please acknowledge receipt of this ITB by sending an email to <u>hanan.Abubaker@undp.org</u>, indicating whether you intend to submit a Bid or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the ITB. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this ITB.

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

Date: March 25, 2020

## Section 2. Instruction to Bidders

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

	these organizations.
3.2	It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.
4.1	Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
	a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
	b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or
	c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.
4.2	In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such conflict exists.
4.3	Similarly, the Bidders must disclose in their Bid their knowledge of the following:
	a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and
	b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.
	Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.
4.4	The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.
F BID	s
5.1	In preparing the Bid, the Bidder is expected to examine the ITB in detail. Material deficiencies in providing the information requested in the ITB may result in rejection of the Bid.
	4.1 4.2 4.3 4.4

		5.2	The Bidder will not be permitted to take advantage of any errors or omissions in the ITB. Should such errors or omissions be discovered, the Bidder must notify the UNDP accordingly.
6.	Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7.	Language	7.1	The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
8.	Documents Comprising the Bid	8.1	The Bid shall comprise of the following documents and related forms which details are provided in the BDS:
			a) Documents Establishing the Eligibility and Qualifications of the Bidder;
			b)Technical Bid;
			c) Price Schedule;
			d)Bid Security, if required by BDS;
			e) Any attachments and/or appendices to the Bid.
9.	Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
10.	Technical Bid Format and Content	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
		10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
		10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
		10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11.	Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
		11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

12. Bid Security	12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
	12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
	12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
	12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
	12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
	a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;
	b) In the event the successful Bidder fails:
	i. to sign the Contract after UNDP has issued an award; or
	ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:
	a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and
	b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
	14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
	14.3 The lead entity and the member entities of the JV, Consortium or Association

		shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
	14.4	The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.
	14.5	A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
		a) Those that were undertaken together by the JV, Consortium or Association; and
		b) Those that were undertaken by the individual entities of the JV, Consortium or Association.
	14.6	Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials
	14.7	JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.
15. Only One Bid	15.1	The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.
	15.2	Bids submitted by two (2) or more Bidders 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 ITB; 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 Bid of another Bidder regarding this ITB process;
		e) they are subcontractors to each other's Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.
16. Bid Validity Period	16.1	Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.

	16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.
17. Extension of Bid Validity Period	17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.
	17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.
	17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
18. Clarification of Bid (from the Bidders)	18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3 UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
	20.2 If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non- attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the

		Bidder's Conference or issued/posted as an amendment to ITB.
C. SUBMISSION AN		ENING OF BIDS
22. Submission	22.1	
	22.2	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	22.3	Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual) submission	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
		a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
		<ul> <li>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: <ol> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> </li> </ul>
		If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
Email and eTendering	22.5	Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
submissions		a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;
		b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.
	22.6	Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <u>http://www.undp.org/content/undp/en/home/operations/procurement/busine</u> <u>ss/procurement-notices/resources/</u>
23. Deadline for Submission of Bids	23.1	Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date

and Late Bids		and time that the bid was received by UNDP
	23.2	UNDP shall not consider any Bid that is received after the deadline for the submission of Bids.
24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3	eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	24.4	Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1 25.2	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. The Bidders' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders.
	25.3	In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION OF	BIDS	
26. Confidentiality	26.1	Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	26.2	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of Bids	27.1	UNDP will conduct the evaluation solely on the basis of the Bids received.
	27.2	Evaluation of Bids shall be undertaken in the following steps: a) Preliminary Examination including Eligibility
		a) i remininary Examination including Engibility

	b) Arithmetical check and ranking of bidders who passed preliminary examination by price.
	c) Qualification assessment (if pre-qualification was not done)
	a) Evaluation of Technical Bids
	b) Evaluation of prices
	Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary
28. Preliminary Examination	28.1 UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage.
29. Evaluation of Eligibility and Qualification	29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).
	29.2 In general terms, vendors that meet the following criteria may be considered qualified:
	a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;
	b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments,
	<li>c) They have the necessary similar experience, technical expertise, production capacity, quality certifications, quality assurance procedures and other resources applicable to the supply of goods and/or services required;</li>
	d)They are able to comply fully with the UNDP General Terms and Conditions of Contract;
	e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and
	f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical Bid and prices	30.1 The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.
31. Due diligence	31.1 UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:
	a) Verification of accuracy, correctness and authenticity of information

	provided by the Bidder;
	b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
	<ul> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> </ul>
	<ul> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;</li> </ul>
	<ul> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> </ul>
	f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Bids	32.1 To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.
	32.3 Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
33. Responsiveness of Bid	33.1 UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	33.2 If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformities, Reparable Errors and Omissions	34.1 Provided that a Bid is substantially responsive, UNDP may waive any non- conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
	34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	34.3 For the bids that have passed the preliminary examination, UNDP shall check and 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.
	34.4	If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.
E. AWARD OF CON	TRACT	r
35. Right to Accept, Reject, Any or All Bids	35.1	UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1	Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1	In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1	At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
41. Performance Security	41.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at

		https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP _DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20 Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.	
42. Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at <u>https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP_DOCUMENT LIBRARY/Public/PSU Contract%20Management%20Payment%20</u> and%20Taxes Advanced%20Payment%20Guarantee%20Form.docx&action=de fault	
43. Liquidated Damages	43.1	If specified in the BDS, UNDP shall apply Liquidated Damages for the damage and/or risks caused to UNDP resulting from the Contractor's delays or breat of its obligations as per Contract.	
44. Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.	
45. Vendor Protest	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: <u>http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</u>	
46. Other Provisions	46.1	In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence.	
	46.2	UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.	
	46.3	The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 <u>http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</u>	

## Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements		
1	7	Language of the Bid	English or Arabic		
2		Submitting Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)	Not Allowed (partial bid will be rejected)		
3	20	Alternative Bids If multiple/alternative bids are to be considered, they must be clearly marked as "Main Bid" and "Alternative Bid"	Shall not be considered		
4	21	Pre-Bid conference	Will not be conducted		
5	16	Bid Validity Period	120 days		
6	13	Bid Security	Not Required		
7	41	Advanced Payment upon signing of contract	Not Allowed		
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay: 0.5% Max. number of days of delay: 15 days, after which UNDP may terminate the contract.		
9	40	Performance Security	<b>Required in 5% of contract value;</b> will be requested from the winner company as a performance		

			guarantee against the company's performance and it will remain valid throughout the duration of the service contract life plus thirty (30) days following this, or until such times as all residual contract and payment issues have been successfully resolved, whichever is greater.
10	12	Currency of Bid	United States Dollars (US\$) or Syrian Pounds (SYP) For local supplier payments will be in Syrian Pounds at the prevailing UN exchange rate at the date of the invoice. Reference date for determining UN Operational Exchange Rate: the date of ITB deadline
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<ul> <li>Focal Person in UNDP: Hanan Abu-Baker, Procurement Analyst UNDP RBAS Regional Center in Jordan</li> <li>Address: Abu-Baker Seraj Al-Din ST. Building # 11 – Abdoun Al Shamali</li> <li>P O BOX 852303- AMMAN 11185 – JORDAN</li> <li>Email: hanan.abubaker@undp.org</li> </ul>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website: <u>www.ungm.org</u> <u>http://www.sy.undp.org/content/syria/en/home/operat</u> <u>ions/procurement/</u> <u>http://procurement-notices.undp.org/</u> <u>www.facebook.com/UNDP.Syria</u>
14	23	Deadline for Submission	Thursday; 9 April 2020, on or before 15:00 PM Damascus time.
15	22	Allowable Manner of Submitting Bids	⊠ e-tendering
16	22	Bid Submission Address	e-tendering system: https://etendering.partneragencies.org
17	22	Electronic submission (email or eTendering) requirements	Format: PDF files only file names must be maximum 60 characters long and must not contain any letter or special character other than from Latin

			alphabet/keyboard. All files must be free of viruses and not corrupted. Max. File Size per transmission: 5 M Mandatory subject of email: UNDP-SYR-ITB-018-19
17	25	Date, time and venue for the opening of bid	In e-Tendering submission system, bidders will receive an automatic notification once the Bid is opened.
18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	July 1, 2020
20		Maximum expected duration of contract	LTA for one year, (with 6 months' probation period) with possibility to extend for additional two years based on the performance and availability of fund.
21	35	UNDP will award the contract to:	One and only one bid.
22	39	Type of Contract	Contract for Services to UNDP http://www.undp.org/content/undp/en/home/procurement/busi ness/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/busi ness/how-we-buy.html

## Section 4. Evaluation Criteria

#### **Preliminary Examination Criteria**

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

- Appropriate signatures
- Power of Attorney
- Minimum Bid documents provided
- Bid Validity
- Bid Security submitted as per ITB requirements with compliant validity period

#### **Minimum Eligibility and Qualification Criteria**

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

If the Bid is submitted as a Joint Venture/Consortium/Association, each member should meet the minimum criteria, unless otherwise specified.

Subject	ect Criteria	
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity as a security company.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Bid Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Bid Submission Form
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form
Certificates and Licenses	<ul> <li>Valid Certificate of Incorporation/ Business Registration.</li> <li>A license to practice security works registered in accordance with Syrian laws and legislation, or any similar document, including Articles of Incorporation, or equivalent document if Bidder is not a corporation.</li> <li>Local Government permit to locate and operate in the current location of offices.</li> <li>Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if</li> </ul>	Form B: Bidder Information Form

☑ List of Shareholders and Other Entities Financially Interester the Firm owning 5% or more of the stocks and other interest its equivalent if Bidder is not a corporation		
	☑ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder	
	☑ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any	
QUALIFICATION		
History of Non- Performing Contracts <sup>1</sup>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 3 years of relevant experience.	Form D: Qualification Form
	Minimum <b>TWO</b> contracts of similar nature and complexity. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Financial Standing	<ul> <li>Minimum average annual turnover is \$ 1,000,000 for one of the last 3 years.</li> <li>(QR) Quick Ratio &gt; 1, for one of the last 3 years</li> <li>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</li> </ul>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Technical Evaluation	☑ The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
	oxtimes Verification of accuracy, correctness and authenticity of the	

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

	<ul> <li>information provided by the bidder on the legal, technical and financial documents submitted;</li> <li>Image: Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</li> </ul>	
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the company's overhead plus monthly cost of personnel, including other monthly cost (social security, income tax, medical insurance etc., where applicable), and other yearly costs (uniform and any other costs where applicable), Comparison with budget/internal estimates.	Form F: Price Schedule Form

#### 1. INTRODUCTION

The United Nations Development Programme in Syria (UNDP) requires the services of a security company to provide a pool of experienced unarmed security guards to undertake general security duties at designated UNDP facilities and UN Offices in Syria as detailed below.

#### 2. GENERAL

2.1 The Company shall provide Security Services to UNDP in accordance with the specifications and terms and conditions set forth herein, and in such a way as determined by UNDP at the following facilities, **which may or may not be increased or decreased**, in accordance with its requirements:

		Converte Companying	Security Guard		
#	Location	Security Supervisor (male & female)	Current no. of gourds (male & female)	Forecast no. of increase guards	
1	Damarcus- Four				
1.	Seasons Hotel	3	39	7	
2.	Damarcus-				
Ζ.	Mazzeh Office	2	14	0	
3.	Aleppo Hub	3	75	9	
4.	Qamishli Hub	1	11	2	
5.	Homs Hub	1	33	5	
6.	UNDP Office in				
0.	Tartous	N/A	2	3	
7.	UNDP Office in				
7.	Latakia	N/A	1	2	
8.	Deir Ez zour	N/A	22	3	
9.	Daraa	N/A	N/A	16	
10.	As-Suwayda	N/A	N/A	15	

• 15% of the security company personnel should by women, and it is up to the company to determine where they are located with coordination with UNDSS.

• Security guards and supervisors are required to be present day and night, and they must rotate within 24 hours / 7 days.

2.2 Contracted security personnel may be assigned to work in three shifts or **two-shifts system for certain** locations according to UNDP request .

2.3 Duties and responsibilities of Contracted security personnel shall include, but not limited to, the following:

• Guards shall be firm, yet courteous, efficient and tactful at all times while in the performance of their duties. They shall never engage in arguments with any person and shall refer disagreements and misunderstandings to their immediate supervisor. They must read and fully understand and comply with all SOPs, General Orders and Post Instructions.

- Guards shall, at all times, maintain a neat and clean appearance and, while on duty be fully dressed in the prescribed uniform (uniform policies will be reported later) and equipment. Guards shall be subject to inspection at any time.
- Guards shall perform only those security duties relating to their official function and shall not perform any non-security related or unauthorized functions during duty hours.
- Guards shall not use abusive language. Guard personnel shall not act in any manner detrimental to the reputation of the United Nations.
- Guards at UN facilities must be able to demonstrate a working knowledge of his/her posts emergency action plan and post instructions and comply with all orders or instructions given to them by the respective agency representative.
- Guards shall not abuse their authority for personal or monetary gain.
- Guards shall not gamble or engage in any illegal activity -at all times.
- Guards shall remain alert and vigilant at all times. They shall not sleep on post, engage in personal conversations in person or on the telephone, read newspapers, watch TV or attend any other personal business during duty hours. Engaging in any of these activities shall be cause for immediate disciplinary action.
- Guards shall not leave their assigned post, until they are properly relieved, by another assigned guard. The outgoing Guard shall brief and pass on any special instructions to the relieving Guard concerning outstanding or significant events that occurred during the previous shift. The relieving Guard shall take complete charge of duties from the Guard he/she relieves, including the post logbook and all other equipment maintained on post.
- Guards must not become involved in any activities, which would prompt public criticism, or cause discredit or interfere with the UN and Host Country relations.
- Guards shall be aware of and attempt to detect surveillance directed at UN facilities and personnel. If surveillance is detected, the information shall be entered in the logbook and an incident report shall be prepared. The direct supervisor is to be contacted immediately.
- Where appropriate, guards shall maintain in a neat, orderly manner, a log book, record books, incident reports, or any other written record of duties performed or of any security event.
- Guard personnel shall not offer or divulge any information about the UN operations or personnel to anyone. Report immediately to their immediate supervisor any attempt by individuals to solicit information regarding UN personnel or facilities.
- Guards shall be alert to the surrounding area and report to the Guard, Shift Supervisor any vehicles or individuals acting in a suspicious manner.
- Guard shall identify and make proper log entries for visitors, and other appropriate persons to UN facilities if and when required. Further, Guards shall conduct inspections of all persons, property or vehicles, refuse the entry into UN compounds any person carrying unauthorized items, and issue appropriate access
- Guards shall control identification badges according to UN policies and post instructions. A receipt ledger shall be maintained for any items surrendered at the access control area.
- Guards shall ensure that only authorized persons displaying a valid form of identification and legitimate visitors enter the area they are assigned to protect. ID cards must be displayed at all times, while inside UN facilities.
- Fire Drills The service provider personnel shall be tasked to assist UN Agency Security Staff in ensuring evacuation of the UNDP facilities in accordance with the UN Agency Emergency Evacuation Procedures, and also with the use of fire-fighting equipment prior to arrival of the Emergency Services
- NB: Each security guard should be present in the office half an hour before the start of his/her official duty time.
- The company should make available in each location in addition to the required number of guards, one supervisor (supervisor is from company and reports to UN security supervisor at each station) with the following responsibilities in addition to what was mentioned above:
- Guards are not allowed to undertake any position, official or unofficial assignment with any governmental Department or any other institution during the contracting period.

#### Supervisor's Responsibilities:

Responsible for the day to day performance of the private security guard-force employed to secure UN Locations in Syria:

- 1. Manage the duties of the security guards ensuring that all guards conduct their duties competently
- 2. Manage the duty roster and schedules ensuring that the required number of personnel reports for duty each shift.
- 3. Liaise daily with the UN Security Supervisor
- 4. Report all incidents to the UN Security Supervisor
- 5. Submit all required reports promptly and properly
- 6. Ensure that the daily occurrence log is properly maintained
- 7. Ensure that the Visitor's log is properly maintained, (where required).
- 8. Ensure that the security procedures of UN are properly executed.
- 9. Ensure that UN access control policies are properly executed and adhered to.
- 10. Ensure that the guards are properly dressed and fit for work at all times while on duty
- 11. Ensure that the guards report for duty on time and do not leave their duty posts until properly relieved.
- 12. Ensure that all security guards have proper duty sheets and that they are properly trained to execute their duties.
- 13. Ensure that the correct number of security guards is present on duty at all times.
- 14. Ensure that security guards are properly trained on their roles in the event of an emergency (medical, fire, bomb scare, etc)
- 15. Report any deficiencies in the performance of the guard-force to the UN security supervisor.
- 16. Responsible for all UN equipment provided for the guard-force.
- 17. Ensure the proper control and management of company and deliveries.
- 18. Ensure that all escape routes are kept clear and accessible and that escape door locks are maintained.
- 19. Ensure that all access doors and gates are kept locked when required.
- 20. Arrange with UN security supervisor to conduct regular training sessions for guards.
- 21. Execute any additional tasks and duties that may be delegated by UN security supervisor from time to time.

#### Main Responsibilities of Guards:

Guards are responsible for the following:

- 1 Report all incidents to the Security Supervisor.
- 2 Submit all required reports promptly and properly
- 3 Ensure that the daily occurrence log is properly maintained
- 4 Ensure that the Visitor's log is properly maintained.
- 5 Ensure that the security procedures of UN are properly executed
- 6 Ensure that UN access control policies are properly executed and adhered to.
- 7 Ensure that the guards are properly dressed at all times while on duty
- 8 Ensure that the guards report for duty on time and do not leave their duty posts until properly relieved.
- 9 Responsible for all UN equipment provided for the guard-force.
- 10 Ensure the proper control of Vehicles into the premises.
- 11 Assist the security supervisor in the execution of his duties.
- 12 Report on time for duty and remain at duty post until properly relieved.
- 13 Report for duty properly dressed in a clean and neat uniform
- 14 Take proper care of all UN equipment provided for the execution of duties
- 15 Must have a detailed knowledge of UN security procedures and ensure that these procedures are properly executed.
- 16 Report any and all incidents to the Supervisor and UN Security Manager
- 17 Ensure that UN access control policies are properly executed and adhered to
- 18 Be courteous and polite at all times
- 19 Must know the UN hub emergency evacuation procedures

#### All Guards must be able to operate the X-Ray Scanning as follows:

- 1. Scanning all kind of luggage and materials getting in to UN locations.
- 2. Inspections of all personal luggage
- 3. Isolate all suspicious items as per UNDSS SOPs
- 4. Report all incidents immediately to security supervisor

#### **3 COMPANY'S GENERAL RESPONSIBILITIES AND SCOPE OF WORK:**

3.1 The Company shall provide unarmed security guard services in various premises occupied by UN Agencies. In order to fulfill their responsibility for maintaining and supervising the "day-to-day" security measures at UNDP facilities, the Company shall be responsible for the establishment of a manpower resource pool which should be configured to the individual facility as depicted in the tentative deployment plan as herein displayed. Taking in consideration that 4 days off each month for each guard. And as reported above all guards are not allowed to undertake any other position.

#	Location	Days Per Week	Shift	Security Supervisor*	Security guard	Forecast number of increase guards				
	Four		First Shift (8 Hours)	1	13					
1.	Seasons		Second Shift (8 Hours)	1	13	7				
	Hotel		Third Shift (8 Hours)	1	13					
			First Shift (8 Hours)	0	6					
			Second Shift (8 Hours)	0	4					
2.	Mazzeh Office		Third Shift (8 Hours)	0	4	0				
	Once		First Shift (12 Hours)	1	0					
			Second Shift (12 Hours)	1	0					
			First Shift (8 Hours)	1	25					
3.	Aleppo Hub		Second Shift (8 Hours)	1	25	9				
			Third Shift (8 Hours)	1	25					
			First Shift (8 Hours)	0	4	_				
		7 dav Sun -	Second Shift (8 Hours)	0	4					
4.	4. Qamishli Hub			' days In - Sat	days n - Sat	Third Shift (8 Hours)	0	3	2	
		пир				/s Sat	/s Sat	First Shift (12 Hours)	1	0
			Second Shift (12 Hours)	0	0					
			First Shift (8 Hours)	1	11					
5.	Homs Hub	0					Second Shift (8 Hours)	0	11	5
			Third Shift (8 Hours)	0	11					
6.	UNDP office in Tartous		First Shift (8 Hours)	0	2	3				
7.	UNDP Office in Latakia		First Shift (8 Hours)	0	1	2				
			First Shift (8 Hours)	0	7					
8.	Deir Ez Zour		Second Shift (8 Hours)	0	7	3				
0.	L2 2001		Third Shift (8 Hours)	0	8					

9.	Daraa		0	0	16	
10	As-Suwayda		0	0	15	

\* This is the number of required posts. The bidder shall propose the required personnel and the schedule of shifts to cover these posts taking into consideration the maximum working hours as per Syrian Labor law, weekends, national holidays, annual and sick leave and other authorized absences. UNDSS will ascertain any revised requirement of guards different from the above based on future assessments.

- 3.2 The Company shall accept that from time to time, the level of services and **security personnel required will increase or decrease** and the Company should adjust accordingly, without any changes in the standard rates applied for security personnel. The company should not employ additional staff without prior written request/approval by UNDP.
- 3.3 Supervising/monitoring of the security guard's performance (at any UN point) falls under the sole responsibility of UNDSS, supported by the company's recognized guard supervisor.
- 3.4 The selection of the guard supervisor (s) will be made by the company in consultation with UNDSS. Extension of the contract of the supervisor (s) by the company will be subject to the performance evaluation of the supervisor by UNDSS. The supervisors will have dual reporting lines to the UNDSS focal points in the compounds and the company. The operational reporting line will be only to the UNDSS focal points in the compounds while the administrative reporting line will be to the company directly. UNDSS will retain the right to channelize unresolved administrative issues of the contract management to the company through UNDP.
- 3.5 UNDSS will conduct overall performance evaluation missions to all areas in Syria where the guards will be deployed and periodically share the reports to the company through UNDP.
- 3.6 The company shall not assign additional supervisors (area managers, operations officer etc.) to monitor the guard's duties and performance unless agreed with UNDSS formally through UNDP.
- 3.7 The company will provide services in accordance with the deployment plan of 24 hours a day, 7 days a week, including national holidays and UN official holidays.
- 3.8 The Company shall perform the services required by providing, experienced and fully qualified professional guards, who can understand and communicate in the basic English language. The company shall provide documentary proof that the guards had received adequate professional training.
  - 3.9 In undertaking responsibility for the performance of security duties, the Company thereby represents that the number of personnel it will deploy is adequate. The service provider shall be responsible for providing all personnel for the execution of the services. UNDSS will approve and supervision of distribute uniforms and will provide other equipment and materials prior to their use in the performance of this contract.
- 3.10 The Company shall be able to receive calls at their HQ on a 24/7 basis and immediately call the UNDSS during office and non-office hours at times of incidents and an ERT (Emergency Response Team) should be on stand-by and able to respond to calls when required.

#### 3.11 Uniforms:

The Company shall provide all security personnel with a full set of uniform. All uniforms shall be appropriate and take into account functionality, working environment and climatic conditions. The Company personnel shall present a neat appearance and shall be easily recognizable. Employees shall wear uniforms when on duty. Uniforms shall be in good repair, freshly laundered, well fitting, and color coordinated. Employees shall wear fresh uniforms every day and the service provider shall have extra uniforms available to allow employees to change if a uniform should become heavily soiled. Uniforms shall not contain commercial advertising except that hats or name tags may contain the name of the Contracted firm. Shoes shall be standardized, clean and of sturdy construction and shall cover the foot completely. Employees shall wear socks or hose as appropriate. Open toe shoes, sandals, sneakers, canvas shoes, shoes with high platforms, spiked heels, or heels higher than two inches shall not be worn. The type and color of uniforms, as well as the

standards of dress for Company supervisor, and general staff shall be approved by the UNDP Security Officer prior to the contract start date. The Company shall submit sample uniforms to the UNDP no later than 10 days prior to the contract start date. The Company shall provide approved uniforms to the security staff on a regular basis to replace worn or damaged items as indicated below:

Item	Quantity	Frequency	Remarks
Trousers Winter	2	Annually	Distribution shall be
			monitored by UNDSS
Trousers Summer	2	Annually	
Short-Sleeve Shirt Summer	3	Annually	
Long-Sleeve Shirt Winter	2	Annually	
Belt	1	Annually	
Сар	1	Annually	Same as above
Badges (company name and rank).	1	Annually	
Shoes	2pair	Annually	
Jersey	1	Annually	
Winter Jacket	1	Annually	
Winter Gloves	1pair	Annually	
Winter Woolen Hat	1	Annually	

All above uniforms will be delivered to UNDSS upon contract signature, and UNDSS will be responsible to distribute it partially to guards.

Security personnel will not be permitted to wear items of clothing which are non-uniform and not provided by the company in sight.

3.12 In the event that the Company fails to render the services required, UNDP reserves the right to engage another Company to acquire its services and any cost accrued as a result to UNDP in excess of the contractual cost of such services shall be debited to the account of the Company .

#### 4 COMPANY'S PERSONNEL

- 4.1 The Company shall be fully responsible for all work and services performed by its agents, employees and subcompanies.
- 4.2 The Company shall select, for work under this Contract, competent, reliable and trustworthy individuals who will perform in accordance with the requirements laid down herein, respect the local customs and conform to the highest standards of professional integrity, at least 15% of personnel (guards and/or supervisor) should be women.
- 4.3 The Company's personnel and company should have the following qualifications:

#### **Qualifications:**

The Company must ensure that all contracted employees are qualified to perform the specified job task. All personnel must undergo due diligence, positive vetting and UNDSS approval through CVs reviews and interview before being assigned. Personnel must have a clean record and may not have been convicted of any felony or misdemeanor during a five (5) year period preceding the date of submitting bids. Police reports attesting to this from the personnel country of origin and/or Syria will be made available to UNDP upon request.

#### **IMPORTANT:**

The company is required to provide the curriculum vitae (CV) of the personnel (guards / supervisors) deployed in the UN Compounds / facilities. The CVs must include the relevant personal details, contacts and references of the each personnel as per the prescribed template by UNDSS. The template should also include willingness and acceptance of the personnel to perform the ToR based tasks.

#### The Supervisor:

The Company is to provide proof of the following:

- Secondary school qualification.
- Must be able to speak, read and write basic English.
- Must be vetted by the Syrian Police.
- Must not have a criminal background.
- Should have a military or police background.
- Trained and qualified to use detection equipment such as hand-held metal detectors, x-ray machines and walk-through metal detectors
- Should preferably have experience in supervising security guards in a similar environment.

#### The Guards:

The Company is to provide proof of the following:

- Secondary school qualification.
- Must have Basic English knowledge.
- Must be vetted by the Syrian Police
- Must not have a criminal record.
- Trained and qualified to use detection equipment such as hand-held metal detectors, x-ray machines and walk-through metal detectors
- Should have a military or police background.

#### The Company:

The Company is to provide proof of the following:

- Must have a history in the security industry.
- Must provide references.
- Must provide a communication plan to ensure successful management of the contract.
- Must demonstrate a capability to manage their personnel on the ground.
- Must demonstrate that they have an acceptable security-training program and that the personnel offered will have received proper security training.
- Must be able to provide relievers at short notice.
- Must be properly registered in accordance with Syrian laws and legislation.
- Must provide details of employment benefits provided to their employees.
- Must ensure that security personnel are given sufficient rest-days.

#### Training:

The Company is required to submit documentary evidence that their security personnel receive proper training in the following subjects

- 1. The role and function of Security Personnel.
- 2. Access control procedures.
- 3. Radio procedures.
- 4. Telephone procedures.
- 5. Emergency procedures (bomb threat, evacuation, fire, medical, demonstrations, unruly behavior, etc).
- 6. Patrolling procedures.
- 7. Basic First Aid.
- 8. Use of fire extinguishers.

- 9. Incident reporting procedures.
- 10. Keeping of proper security occurrence and incident logs.
- 11. Uniform care and presentation.
- 12. Personal hygiene and appearance.
- 13. Operation of baggage X-ray machine.
- 14. Operation of hand-held metal detectors.
- 15. Operation of walk-through metal detectors.
- 16. Basic Hostile Reconnaissance and Surveillance Detection (HRSD).
- 17. Basic public relations
- UN will also provide training in:
- 1. Basic understanding of the UN's mandate with emphasis on Syria.
- 2. PSEA and contracting GBV.
- 4.4 UNDP deems it that security guards between the ages (22) twenty-two years and (40) forty years are better suited for the physical requirements of the service. This requirement is only applicable in respect of security guards and excludes supervisors and contract managers and copies of national IDs for all guards will be delivered to UNDSS upon contract signature.
- 4.5 The company should include in the offer to this ITB, information related to above-mentioned requirements and provide a breakdown of the total number of proposed staff by age, education level and previous experience with Syrian Military, Syrian Police or a commercial security firm. UNDP reserves the right to check the provided information and the Company will be liable for any discrepancy.
- 4.6 The company should include in the offer to this ITB, Terms of Reference (TORs) for Security Guards and Supervisors.
- 4.7 The Company shall ensure that its agents and employees perform all services under this contract with maximum efficiency and attention to detail.
- 4.8 All personnel provided by the company shall be deemed, for purposes of this Contract, to be employees of the Company, and not agents, servants or employees of UNDP. Accordingly, the Company shall be responsible for its personnel wages, insurance, replacements, transportation to and from the premises, uniforms, food, medical care-first class- and all other things and associated services and facilities (unless otherwise stated below as being provided by UNDP) which are necessary for the full and satisfactory performance of its obligations under a contract that may result from this ITB. Expenses of any kind incurred in connection with the performance of the contract shall be solely at the expense of the Company.
- 4.9 The Company shall employ adequate number of staff to cover leave rotations, holidays, weekends and sickness. All costs related to above-mentioned should be included in the company's price bid per person. Notwithstanding, UNDP hereby notifies all Companies that UNDP will only pay for daily positions and not for reserve/backup posts that may be required.
- 4.10 The Company shall immediately remove and replace any of its personnel for any cause upon the written request of UNDSS/UNDP. Replacement of any of the Company's withdrawn personnel shall be provided as quickly as is reasonably possible by the Company, and in a manner that will have no significant adverse impact upon the Company's performance. UNDSS shall approve any long-term or short-term replacement. Withdrawal or replacement of any of Company 's personnel shall be at the Company's sole expense.
- 4.11 Except recommended by UNDSS, in any other cases of termination of contract of any deployed personnel by the company, UNDSS and UNDP should receive an official document explaining the reasons behind such termination of contract including any governmental advice/instruction.
- 4.12 The Company shall ensure that, unless removed at the request of UN, all personnel assigned to perform services under this contract shall be so assigned throughout the terms of this contract, including for such time as may be extended by UNDP.
- 4.13 The Company shall provide a full-time Contract Manager and an Alternate who shall act with full authority for the Company and shall be responsible for overall management and co-ordination of work under the Contract.

The Contract Manager or Alternate shall be the central point of contact and shall be available to meet on any site with the Procurement Officer and the Security Officer or their designated representatives. The Contract Manager and Alternate shall all read, write, speak and understand English. The Company shall designate the individuals in writing (listing names, addresses and home telephone numbers) to UNDP/UNDSS not later than ten days <u>prior</u> to the contract commencement date.

- 4.14 The Company will ensure that the Contract Manager strictly follows the instructions received from the UNDSS or his/her designated representative/s and will take all necessary measures to instruct the Company's staff accordingly and in a timely manner.
- 4.15 The company should provide all the official documents related to the recruitment process to UNDP as per the contract. UNDP in its turn, will refer these to UNDSS for final decision.
- 4.16 The company should notify UNDP/UNDSS by email in case of any salary deduction, any salary deduction should be approved by UNDP/UNDSS prior to execution. (monthly attendance sheet will be used to support any salary deduction and agreed between the UNDSS and company management).
- 4.17 The company should notify UNDSS prior to sending a warning letter related to the guards' performance. Performance evaluation is UNDSS responsibility, while the administration of the contract is UNDP responsibility.
- 4.18 The company should not interfere on the daily work of the guards in the UN premises, unless requested to do so by UNDSS.
- 4.19 All correspondence between UNDSS/UNDP and the company should be by email in order to be recorded.
- 4.20 The company should provide UNDP/UNDSS with a full report on achievements, such as training, uniforms, attendance, payment, medical insurance, and all operational activities (separately for each duty station).
- 4.21 All guards to be included in the national social insurance.
- 4.22 Failure to comply with any of the above-mentioned points by any of the two parties gives the right to the other party to request for eliminating the contract.
- 4.23 UNDSS will nominate focal point (s) for each compound and a central focal point for addressing all issues related to the operational component of the contract management. Such nominations will be notified to the company periodically. Similarly, the company should notify its focal points for administrative matters to UNDSS for smooth coordination.

#### 5 MONITORING AND REPORTING REQUIREMENTS

#### The Company shall produce:

#### Incident reports

Where a security incident occurs within the area of security responsibility, the company shall produce and submit to UNDSS <u>a written report of that particular incident at the end of the shift.</u>

#### Assessment reports

On a quarterly basis, an assessment report be submitted to UNDSS detailing general security at duty point and recommendations

A quarterly meeting is required to be held between the UNDSS and the company to review the progress and any issues.

#### 6 EXTRA WORK

6.1 UNDP reserves the right to request additional staff if needed on ad hoc basis, based on UNDSS revision of Status of Requirement (SOR) and the company will be paid for additional personnel according to the established rates as prescribed in the ITB. The Company shall not provide any extra services which involve additional charges to UNDP unless it is specifically authorized in advance by UNDP's Procurement Officer in writing. Non-compliance with this provision will result in expense being borne by the Company.

#### 7 SUPERVISION OF SERVICES

7.1 Supervision and acceptance of services required by this contract will be accomplished by UNDSS or its designate(s). The Company is required to contact UNDSS to establish proper working and reporting channels.

#### 8 **RESPONSIBILITIES OF UN**

#### Responsible Officer:

The UNDSS is primarily responsible for the safety and security of all UN-Syria staff, resources, assets, facilities, programmes, projects and to ensure the compliance with all United Nations security policies, procedures and regulations. The UNDSS performs the following range of duties relevant to the security of premises / compounds:

- 1. Supervision of the private security guard-force
- 2. Supervision of facility (building) security and safety
- 3. Supervision of access control and issuance of ID cards
- 4. Supervision of the Warden System
- 5. Regular communication with Syrian Security Authorities
- 6. Evaluate the guards on monthly basis

The authority to enter into financial commitments will reside with the UNDP RR. Any commitments undertaken by the service provider that have a financial implication for the UNDP must be pre-approved.

#### Equipment:

The UNDP will provide the following equipment for use at the UN Hubs / premises on loan to the company:

- 1. Radios
- 2. Handheld metal detectors
- 3. Stationary
- 4. Torches and batteries
- 5. Walk Through Metal Detector
- 6. X-Ray machine
- 7. Under-carriage vehicle inspection mirrors
- 8. Explosives detector
- 9. Guard Rooms with heaters

All equipment supplied shall be returned to UNDP in the same quantity and condition, considering normal wear and tear.

#### **10 REIMBURSEMENTS**

10.1 The Company shall reimburse to UNDP at cost any equipment loaned by UNDP and damaged or lost by the Company's personnel, except for normal wear and tear.

#### **11 STANDARD OF SERVICES**

11.1 Company's services may be inspected at any time by the designated UNDP officer/s. UNDP shall reject all services that do not conform to contract terms and conditions. Failure to correct inadequately performed services shall result in non-payment for said services. Should the Company be unable to provide the required services as established, UNDP reserves the right to contract alternative services, at the Company's expenses.

#### **12 MEDICAL MATTERS**

- 12.1 The Company shall provide to UNDP medical certificates clearing its personnel of any diseases, or maladies which may be transmitted to others. Failure to do so will immediately disqualify any persons from working under the contract.
- 12.2 Prior to the contract start date, the Company shall furnish, in writing, to the designated UNDP Security Officer and to Procurement Officer, the name and address of the company doctor who is responsible for treating its employees or to be notified in case of an accident.

#### 13 INSURANCE AND LEGAL MATTERS

- 13.1 The Company is to certify and upon request provide proof of their company having been registered locally with the Government of Syria. Further to this, the Company is to certify and prove that they have registered with any relevant governmental authority and/or labor union covering such a requirement.
- 13.2 The Company shall provide appropriate Third Party and Professional Responsibility Insurance coverage. In case of any damages/loss to UNDP property at any location resulting from the Company's omissions and/or negligence not covered by his Third Party or Professional Responsibility Insurance, the Company agrees to compensate for such damages/loss.
- 13.3 The Company shall obtain at its own cost, all and every legal authorization and permit from the local authorities that may be required in the performance of this Contract.
- 13.4 The Company shall provide and maintain at its own expense Workmen's Compensation Cover for its personnel for the duration of the Contract and any and all insurance required for labor mandated under the laws of Syria. In that regard, the Company is to provide evidence and coverage of insurance provided/to be provided in the submission of their bid. Proof that the insurance is operational will be required prior to the start of work under the terms of the contract.
- 13.5 The salaries of Company's personnel, allowances, subsidies and working hours will be established in accordance with the applicable Syrian Laws and Regulations.
- 13.6 The Company shall comply with all applicable laws, rules and regulations in force in Syria, which deal with or is related to the performance of the Company's and its personnel, particularly regarding discipline and security.

#### 14 PERFORMANCE BOND AND PENALTIES

- 14.1 The successful company is required, prior to the execution of the contract, to present to UNDP a Performance Bond in an amount of 5% of the Service Contract value. This Performance Bond will be held by UNDP as a performance guarantee against the Company's performance and will remain valid throughout the duration of the Service Contract life and thirty (30) days following this, or until such times as all residual contract and payment issues have been successfully resolved, whichever is greater.
- 14.2 Should the Company be in default under the terms and conditions of the Service Contract, UNDP may choose from the following options in order to remedy a default on the part of the Company :
  - Upon written notice to the Company regarding a failure to comply with the terms and conditions of the contract, the Company will be entitled to 24 hours in order to remedy the default. If after such time the default remains unchanged or unsatisfactorily remedied UNDP may withhold the percentage of the monthly invoice which corresponds to the amount of time during which the Company remains in default. When the default is remedied the Service Contract will continue under the same terms and conditions with the holdback being deducted from the Company's monthly invoice; Should UNDP provide additional support in order to independently remedy the default, the Company shall be liable for that period of time that the Company is in default as well as the costs accrued as a result of the additional support;
  - Should the default remain un-remedied for a period of seven (7) days, then the company shall be considered to be in fundamental breach and the Service Contract shall be terminated forth with. Any additional cost accrued by UNDP as a result of the breach will be claimed against the Performance Bond.

#### **15 Pricing Structure:**

- 1. Bidders must price their bids for 3 x 8 hour shifts per 24 hour period, and for 2\*12 hours shifts per 24 periods as indicated in the staffing tables above.
- 2. Bidders must ensure that they adhere to the Labour Laws and Practices of The Syrian Arab Republic when formulating their shift structure and determining the hours each person is to work per 24hour period.

- 3. Security personnel allocated to the UN offices in Syria should receive the following minimum monthly salaries in Local Currency at UN Exchange rate on the date of payment to Security personnel excluding any deduction (such as social security, income tax, medical insurance, ...). The company shall advise in advance the deductions in line with the Syrian Labor Law and include them under reimbursement. The salaries will be reviewed on annual basis.:
  - o Supervisor: USD 410
  - Security Guard: USD 220

(This amount started on contract signature date in addition to 4% as annual allowance)

#### 16 ADMINISTRATIVE AND MANAGEMENT REQUIREMENTS <u>Performance Evaluation Meetings</u>:

The Contract Manager/Supervisor of the service provider shall be required to meet at least weekly with the UNDSS/UNDP Responsible Officer or his/her representative during the first month of the contract and thereafter monthly to review the implementation of the contract and other related matters.

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements: [check the condition that applies to this ITB, delete the entire row if condition is not applicable to the goods being procured]

Delivery Term [INCOTERMS 2010]	DAP
(Pls. link this to price schedule)	
Exact Address of Delivery/Installation Location	UNDP and UN Hubs in Governorates of Syria; Currently in Damascus, Aleppo, Homs, Tartous, Latakia, Dier Ezzour and Al Qamishli, and may be extended to other governorates (Daraa and As-Suwayda)
Mode of Transport Preferred	N/A
UNDP Preferred Freight Forwarder, if any <sup>2</sup>	N/A
Distribution of shipping documents (if using freight forwarder)	N/A
Customs, if required, clearing shall be done by:	N/A
Ex-factory / Pre-shipment inspection	N/A
Inspection upon delivery	N/A
Installation Requirements	N/A
Testing Requirements	N/A
Scope of Training on Operation and Maintenance	N/A
Commissioning	N/A
Warranty Period	N/A
Local Service Support	According to the Book of TOR
Technical Support Requirements	According to the Book of TOR
After-sale services Requirements	N/A
Payment Terms (max. advanced payment is 20% as per UNDP policy)	Monthly salaries of the security persons, plus company overhead and other monthly and yearly costs and uniform will be paid by UNDP to the company based on monthly

<sup>&</sup>lt;sup>2</sup>A factor of the Incoterms stipulated in the ITB. The use of a UNDP preferred freight forwarder may be considered for purposes of ensuring forwarder's familiarity with procedures and processing of documentary requirements applicable to UNDP when clearing with customs authority of the country of destination.

	<ul> <li>invoice in one instalment within 30 days from the invoice date, after the final completion of service, and according to acceptance statement signed by the supervisory committee.</li> <li>Note: <ul> <li>The Min. Monthly Salary shall be paid to the security persons Syrian Pound at the Privilege of UN exchange rate at the date of payments to Guard. Salaries should be transferred/paid within the first week of the month that follows the month in which the service was provided. The invoice shall be dated the same date of salary transfer/paid.</li> <li>Company overhead: will be paid based on the offered rate and the number of security persons: will be reimbursed based on the actual salaries paid to security persons not to exceed the offered min. monthly salary upon submission a proof of salary transferred/paid and received by the security persons</li> <li>Other monthly and yearly cost: will be reimbursed based on the actual amount paid for/or on behalf of the security persons upon submission and official receipt.</li> <li>Uniform: will be reimbursed based on the actual number of uniforms received by the security guard not to exceed the numbers mention above upon submission proof of uniform received by the security persons.</li> </ul> </li> </ul>
Conditions for Release of Payment	Written Acceptance of service based on full compliance with ITB requirements.
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English. Official Papers are accepted in Arabic

# Section 6: Returnable Bidding Forms / Checklist

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

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

#### **Technical Bid:**

Have you duly completed all the Returnable Bidding Forms?	
<ul> <li>Form A: Bid Submission Form</li> </ul>	
<ul> <li>Form B: Bidder Information Form</li> </ul>	
<ul> <li>Form C: Joint Venture/Consortium/ Association Information Form</li> </ul>	
<ul> <li>Form D: Qualification Form</li> </ul>	
<ul> <li>Form E: Format of Technical Bid/Bill of Quantities</li> </ul>	
<ul> <li>[Add other forms as necessary]</li> </ul>	
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	

#### **Price Schedule:**

-	Form F: Price Schedule Form	
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#### FORM A: BID SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-SYR-ITB-018-19		

We, the undersigned, offer to supply the goods and related services required for [Insert Title of goods and services] in accordance with your Invitation to Bid No. [Insert ITB Reference Number] and our Bid. We hereby submit our Bid, which includes this Technical Bid and Price Schedule.

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

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

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

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

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

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

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

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

Name:	
Title:	
Date:	
Signature:	

[Stamp with official stamp of the Bidder]

#### FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you a UNGM registered vendor?	□ Yes □ No If yes, [insert UGNM vendor number]		
Are you a UNDP vendor?	□ Yes □ No If yes, [insert UNDP vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14018 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]		
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]		
Is your company a member of the UN Global Compact	[Complete]		
Contact person that UNDP may contact for requests for clarifications during Bid evaluation	Name and Title: [Complete] Telephone numbers: [Complete]		

	Email: [Complete]
Please attach the following documents:	⊠ Company Profile, which should not exceed fifteen (15) pages, shows the company's history in the security industry, including printed brochures and catalogues relevant to the goods/services being procured.
	☑ Valid Certificate of Incorporation/ Business Registration,
	☑ A license to practice security works registered in accordance with Syrian laws and legislation, or any similar document, including Articles of Incorporation, or equivalent document if Bidder is not a corporation.
	☑ Members of the Governing Board and their Designations duly certified by the Corporate Secretary, or its equivalent document if Bidder is not a corporation
	☑ List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation.
	☑ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder.
	☑ Local Government permit to locate and operate in the current location of office
	☑ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
	☑ List of the proposed staff listing by (names, age, education level and previous experience with Syrian Military, Syrian Police or a commercial security firm).
	☑ List of names and values of all similar contracts carried out by the company in the previous years, plus client's contact details who may be contacted for further information on those contracts.
	Statement of Satisfactory Performance from the Top three (3) Clients in terms of Contract Value the past years.
	☑ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past three (3) or equivalent which confirm the bidder financial capacity to the run the contract.

☑ All information regarding any past and current litigation during
the last three (3) 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, if any

#### FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-SYR-ITB-018-19		

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

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

|--|--|

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

Letter of intent to form a joint venture

□ JV/Consortium/Association agreement

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

OR

Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:
Name of partner:	Name of partner:
Signature:	Signature:
Date:	Date:

### FORM D: ELIGIBILITY AND QUALIFICATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-SYR-ITB-018-19		

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

## **History of Non- Performing Contracts**

□Non-per	□Non-performing contracts did not occur during the last 3 years				
	t(s) not performed in	the last 3 years			
Year	Non- performed portion of contract	Contract Identification	<b>Total Contract Amount</b> (current value in US\$)		
		Name of Client: Address of Client: Reason(s) for non-performance:			

## Litigation History (including pending litigation)

No litigation history for the last 3 years				
Litigation	n History as indicated	d below		
Year of	Amount in	Contract Identification	Total Contract Amount	
dispute	dispute (in US\$)		(current value in US\$)	
		Name of Client:		
		Address of Client:		
		Matter in dispute:		
		Party who initiated the dispute:		
		Status of dispute:		
		Party awarded if resolved:		

## **Previous Relevant Experience**

Please list only previous similar assignments successfully completed in the last 3 years.

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

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

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

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

## **Financial Standing**

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

<b>Financial information</b> (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	Inj	formation from Balance She	eet
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Infor	mation from Income State	ment
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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

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

#### FORM E: FORMAT OF TECHNICAL BID

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-SYR-ITB-018-19		

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

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

- 1.1 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.2 Relevance of specialized knowledge and experience on similar engagements done in the region/country. At least two debris/solid waste removal projects. The Bidder should submit a detailed description of the projects executed (quantities, value, beneficiary, and a performance assessment by the beneficiary including the latter's contact details)
- 1.3 Bank account, and a commercial registration certificate, and a document of authentication from the concerned authorities.
- 1.6 Document confirming the ownership of the vehicles or renting them.

#### SECTION 2: Scope of Supply, Technical Specifications, and Related Services

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

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

TECHNICAL BID		
The Requested	The Offered	
SECTION 1: Bidder's qualification, capacity and		
expertise		
1.4 General organizational capability which is		

likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).	
1.5 Relevance of specialized knowledge and experience on similar engagements done in the region/country. At least two debris/solid waste removal projects. The Bidder should submit a detailed description of the projects executed (quantities, value, beneficiary, and a performance assessment by the beneficiary including the latter's contact details)	
1.6 Bank account, and a commercial registration certificate, and a document of authentication from the concerned authorities.	
1.7 Document confirming the ownership of the vehicles or renting them.	
SECTION 2: Scope of Supply, Technical Specifications, and Related Services	
This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed bid meets or exceeds the requirements/specifications. All important aspects should be addressed in sufficient detail.	
2.4 A detailed description of how the Bidder will deliver the required services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.	
2.5 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.	
2.6 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.	

Other Related services and requirements	Complian	ce with requirements	Details or comments on the related requirements
(based on the information provided in Section 5b)	Yes, we comply	No, we cannot comply (indicate discrepancies)	•
Delivery location in the			
mentioned governorates			
Validity of offer for 120			
days			
Previous Experience in			
similar projects 3 years			
Number of similar			
contracts: 2 contracts			
Acceptance of the payment			
terms			
Acceptance of UN general			
terms and conditions			

#### **SECTION 3: Management Structure and Key Personnel**

3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.

3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the scope of goods and/or services.

Format for CV of	Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]
Qualifications	[Insert]
	[Provide details of professional certifications relevant to the scope of goods and/or services] Name of institution: [Insert]
Professional certifications	Date of certification: [Insert]
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last three years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]
	[Insert]
	[Provide names, addresses, phone and email contact information for two (2) references]
References	Reference 1: [Insert]
	Reference 2: [Insert]

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

Signature of Personnel

Date (Day/Month/Year)

#### FORM F: PRICE SCHEDULE FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
ITB reference:	UNDP-SYR-ITB-018-19		

- The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.
- The Financial bid 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.
- In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.
- The format shown on the following pages is suggested for use as a guide in preparing the Financial bid. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.
- The Proposer Bidders must ensure that they adhere to the Labour Laws and Practices of the Syrian Arab Republic when formulating their shift structure and determining the hours each person is to work per 24 hour period.
- To ensure less staff turnover and sustainable services to be provided by the Security personnel allocated to the UN Premises in Syria, staff should receive the following minimum monthly salaries (excluding any deduction), fixed for the first year of services and to be reviewed on annual basis:

0	Supervisor:	USD 410.
0	Security Guard Male/Female:	USD 220.

Currency of the Bid: [Insert Currency]

## **Price Schedule**

## A. Cost of Personnel

Location		Α	В	С	D={B+C}	E	F= {D+E} x 12	G	H=G+F	I={H x A}
	Personnel Title	No. of Person	Min. Monthly Salary	Other monthly cost per person per month	Gross Salary per person per month	Company Monthly Overhead per person	Yearly total per person	Other yearly cost per person per year	Grand yearly total per person	Total USD for 12 months
Four Seasons Hotel	Security Supervisor Male / Female	3								
	Security Guard Male / Female	39								
		r	Т	otal (Four S	Seasons Ho	tel) $\rightarrow$ (L1)	ſ	T	1	
Mazzeh Office	Security Supervisor Male / Female	2								
	Security Guard Male / Female	14								
	Total (Mazzeh Office) $\rightarrow$ (L2)									
Aleppo Hub	Security Supervisor Male / Female	3								
	Security Guard Male / Female	75								
Total (Aleppo I				eppo Hub)	→ (L3)					
Al Qamishli Hub	Security Supervisor Male / Female	1								
	Security Guard Male / Female	11								
				Total (Al Q	amishli Hu	b) → (L4)				

	Security Supervisor									
Homs Hub	Male / Female	1								
	Security Guard Male / Female	33								
	Total (Homs Hub) → (L5)									
	Security									
UNDP Office in Tartous	Guard Male / Female	2								
Tartous	Tennale		To	tal (LINDP (	) Office in Ta	⊥ rtous) → (L6	\			
	Security		10				/			
UNDP Office in Latakia	Guard Male / Female	1								
Homs Hub		·	То	tal (UNDP	Office in La	takia) → (L7	)			
UNDP Office in Dir Ez Zour	Security Guard Male / Female	22								
Hub	Total (UNDP Office in Deir Ez zour Hub) → (L8)									
	Security Supervisor Male / Female	1								
Daraa	Security Guard Male / Female	15								
	Total (Office in Daraa) → (L9)									
	Security Supervisor Male / Female	1								
As- Suwayda	Security Guard Male / Female	14								
	Total (Office in As-Suwayda) → (L10)									
Grand Total ( L1 + L2 + L3 + L4 + L5 + L6 + L7 + L8 + L9 + L10 )										

### B. Cost Break down:

### i. Other monthly cost per person per month

No.	Description	Security Supervisor	Security Guard
1.	Social security		
2.	Income Tax		
3.	Medical Insurance		
4.	others (Please specify)		
5.			
6.			
	Total		

### ii. Other yearly cost per person per year

No.	Description	Qty per Person per Year	Unit Price	Total Price	
ļ	A. Uniform				
1.	Trousers Winter	2			
2.	Trousers Summer	2			
3.	Short-Sleeve Shirt Summer	3			
4.	Long-Sleeve Shirt Winter	2			
5.	Belt	1			
6.	Сар	1			
7.	Badges (company name and	1			
	rank).				
8.	Shoes	2 pair			
9.	Jersey	1			
10.	Winter Jacket	1			
11.	Winter Gloves	1 pair			
12.	Winter Woolen Hat	1			
E	B. Others (Please list below)				
1.					
2.					
	Total				

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

#### Notes:

- The Min. Monthly Salary shall be paid to the Security persons Syrian Pound at the prevailing UN exchange rate at the date of payments to Guard. Salaries should be transferred/paid within the 1<sup>st</sup> week of the month that follows the month in which the service was provided. The invoice shall be dated the same date of salary transfer/paid.
- The following supporting documents are needed to settle the payments of invoices:
  - Company overhead: will be paid based on the offered rate and the number of security persons.
  - Monthly salary of the security persons: will be reimbursed based on the actual salaries paid to security persons not to exceed the offered min. monthly salary upon submission a proof of salary transferred/paid and received by the security persons
  - Other monthly and yearly cost: will be reimbursed based on the actual amount paid for/or on behalf of the security persons upon submission and official receipt.
  - Uniform: will be reimbursed based on the actual number of uniforms received by the security guard not to exceed the numbers mention above upon submission proof of uniform received by security person.