

*United Nations Development Programme*



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# REQUEST FOR PROPOSAL

**PRIVATE SECURITY COMPANY SERVICES FOR THE UNITED NATIONS OFFICE  
IN KYIV, UKRAINE**

RFP No.: 585-2020-UNDP-UKR-RFP-CO

Project: UNDP Country Office

Country: Ukraine

Issued on: 17 July 2020

# Contents

<b>SECTION 1. LETTER OF INVITATION.....</b>	<b>4</b>
<b>SECTION 2. INSTRUCTION TO BIDDERS .....</b>	<b>5</b>
<b>A. GENERAL PROVISIONS .....</b>	<b>5</b>
1. Introduction .....	5
2. Fraud & Corruption, Gifts and Hospitality .....	5
3. Eligibility.....	5
4. Conflict of Interests.....	6
<b>B. PREPARATION OF PROPOSALS .....</b>	<b>6</b>
5. General Considerations.....	6
6. Cost of Preparation of Proposal .....	6
7. Language .....	6
8. Documents Comprising the Proposal.....	6
9. Documents Establishing the Eligibility and Qualifications of the Bidder.....	7
10. Technical Proposal Format and Content .....	7
11. Financial Proposals .....	7
12. Proposal Security .....	7
13. Currencies .....	8
14. Joint Venture, Consortium or Association .....	8
15. Only One Proposal .....	9
16. Proposal Validity Period .....	9
17. Extension of Proposal Validity Period .....	9
18. Clarification of Proposal.....	9
19. Amendment of Proposals .....	9
20. Alternative Proposals .....	10
21. Pre-Bid Conference .....	10
<b>C. SUBMISSION AND OPENING OF PROPOSALS .....</b>	<b>10</b>
22. Submission .....	10
23. Deadline for Submission of Proposals and Late Proposals.....	11
24. Withdrawal, Substitution, and Modification of Proposals .....	11
25. Proposal Opening.....	12
<b>D. EVALUATION OF PROPOSALS .....</b>	<b>12</b>
26. Confidentiality.....	12
27. Evaluation of Proposals.....	12
28. Preliminary Examination .....	12
29. Evaluation of Eligibility and Qualification .....	12
30. Evaluation of Technical and Financial Proposals.....	13
31. Due Diligence .....	13
32. Clarification of Proposals .....	14
33. Responsiveness of Proposal .....	14
34. Nonconformities, Reparable Errors and Omissions .....	14
<b>E. AWARD OF CONTRACT.....</b>	<b>15</b>
35. Right to Accept, Reject, Any or All Proposals.....	15
36. Award Criteria .....	15
37. Debriefing .....	15
38. Right to Vary Requirements at the Time of Award .....	15
39. Contract Signature .....	15
40. Contract Type and General Terms and Conditions .....	15
41. Performance Security .....	15
42. Bank Guarantee for Advanced Payment.....	15
43. Liquidated Damages .....	16
44. Payment Provisions.....	16
45. Vendor Protest.....	16
46. Other Provisions .....	16
<b>SECTION 3. BID DATA SHEET.....</b>	<b>17</b>

**SECTION 4. EVALUATION CRITERIA .....20**

**SECTION 5. TERMS OF REFERENCE .....26**

**SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST .....31**

    FORM A: TECHNICAL PROPOSAL SUBMISSION FORM .....32

    FORM B: BIDDER INFORMATION FORM.....33

    FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM .....35

    FORM D: QUALIFICATION FORM .....36

    FORM E: FORMAT OF TECHNICAL PROPOSAL .....39

    FORM F: FINANCIAL PROPOSAL SUBMISSION FORM.....41

    FORM G: FINANCIAL PROPOSAL FORM .....42

    FORM H: FORM OF PROPOSAL SECURITY .....43

## Section 1. Letter of Invitation

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

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

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

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

Please acknowledge receipt of this RFP by sending an email to [procurement.ua@undp.org](mailto:procurement.ua@undp.org), indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in e-Tendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

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

Issued by:

Maryna Anokhina

Name: Maryna Anokhina  
Title: Procurement associate  
Date: **July 17, 2020**

Approved by:

Sukhrob Kakharov

Name: Sukhrob Kakharov  
Title: Operations manager, UNDP  
Date: **July 17, 2020**

A.D.

## Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at <a href="https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d">https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</a></p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (<a href="http://www.ungm.org">www.ungm.org</a>). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP</p> <p>(a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></p>
	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at <a href="http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti">http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</a></p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP</p> <p>(a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at <a href="http://www.un.org/depts/ptd/pdf/conduct_english.pdf">http://www.un.org/depts/ptd/pdf/conduct_english.pdf</a></p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

<b>4. Conflict of Interests</b>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> <li>a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;</li> <li>b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or</li> <li>c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP.</li> </ul> <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> <li>a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and</li> <li>b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.</li> </ul> <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
<b>B. PREPARATION OF PROPOSALS</b>	
<b>5. General Considerations</b>	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
<b>6. Cost of Preparation of Proposal</b>	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<b>7. Language</b>	<p>7.1 The Proposal, 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.</p>
<b>8. Documents</b>	<p>8.1 The Proposal shall comprise of the following documents:</p>

<b>Comprising the Proposal</b>	<ul style="list-style-type: none"> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Proposal;</li> <li>c) Financial Proposal;</li> <li>d) Proposal Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Proposal.</li> </ul>
<b>9. Documents Establishing the Eligibility and Qualifications of the Bidder</b>	<p>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.</p>
<b>10. Technical Proposal Format and Content</b>	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or 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.</p>
<b>11. Financial Proposals</b>	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
<b>12. Proposal Security</b>	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> <li>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</li> <li>b) In the event that the successful Bidder fails:</li> </ul>

	<p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 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.</p>
<b>13. Currencies</b>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal 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.</p>
<b>14. Joint Venture, Consortium or Association</b>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>



<b>15. Only One Proposal</b>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> <li>a) they have at least one controlling partner, director or shareholder in common; or</li> <li>b) any one of them receive or have received any direct or indirect subsidy from the other/s; or</li> <li>c) they have the same legal representative for purposes of this RFP; or</li> <li>d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process;</li> <li>e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or</li> <li>f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.</li> </ul>
<b>16. Proposal Validity Period</b>	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<b>17. Extension of Proposal Validity Period</b>	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<b>18. Clarification of Proposal</b>	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor 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 Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
<b>19. Amendment of Proposals</b>	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p>

	19.2	If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.
<b>20. Alternative Proposals</b>	20.1	Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.
	20.2	If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"
<b>21. Pre-Bid Conference</b>	21.1	When appropriate, a Bidder's 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 RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.
<b>C. SUBMISSION AND OPENING OF PROPOSALS</b>		
<b>22. Submission</b>	22.1	The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.
	22.2	The Proposal 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 Proposal.
	22.3	Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
<b>Hard copy (manual) submission</b>	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows: <ul style="list-style-type: none"> <li>a) The signed Proposal 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.</li> <li>b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> <li>i. Bear the name and address of the bidder;</li> <li>ii. Be addressed to UNDP as specified in the BDS</li> </ul> </li> </ul>

<p><b>Email Submission</b></p> <p><b>eTendering submission</b></p>	<p>iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS.</p> <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</li> <li>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.</li> <li>c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.</li> </ul> <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> <li>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</li> <li>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</li> <li>d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</li> <li>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</li> <li>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link:  <a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/">http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</a></li> </ul>
<p><b>23. Deadline for Submission of Proposals and Late Proposals</b></p>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p><b>24. Withdrawal, Substitution, and Modification of Proposals</b></p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal 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</p>

	<p>Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal 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 Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
<b>25. Proposal Opening</b>	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
<b>D. EVALUATION OF PROPOSALS</b>	
<b>26. Confidentiality</b>	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<b>27. Evaluation of Proposals</b>	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> <li>Preliminary Examination</li> <li>Minimum Eligibility and Qualification (if pre-qualification is not done)</li> <li>Evaluation of Technical Proposals</li> <li>Evaluation of Financial Proposals</li> </ol>
<b>28. Preliminary Examination</b>	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
<b>29. Evaluation of Eligibility and Qualification</b>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> <li>They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list;</li> <li>They have a good financial standing and have access to adequate financial</li> </ol>

	<p>resources to perform the contract and all existing commercial commitments,</p> <ul style="list-style-type: none"> <li>c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</li> <li>d) They are able to comply fully with UNDP General Terms and Conditions of Contract;</li> <li>e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</li> <li>f) They have a record of timely and satisfactory performance with their clients.</li> </ul>
<b>30. Evaluation of Technical and Financial Proposals</b>	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p style="text-align: center;"><b>TP Rating</b> = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p style="text-align: center;"><b>FP Rating</b> = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p style="text-align: center;"><b>Combined Score</b> = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<b>31. Due Diligence</b>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, 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</p>

	<p>following:</p> <ul style="list-style-type: none"> <li>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</li> <li>b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</li> <li>c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</li> <li>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</li> <li>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
<b>32. Clarification of Proposals</b>	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
<b>33. Responsiveness of Proposal</b>	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
<b>34. Nonconformities, Repairable Errors and Omissions</b>	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> <li>a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected;</li> <li>b) if there is an error in a total corresponding to the addition or subtraction</li> </ul>

	<p>of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>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.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
<b>E. AWARD OF CONTRACT</b>	
<b>35. Right to Accept, Reject, Any or All Proposals</b>	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
<b>36. Award Criteria</b>	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
<b>37. Debriefing</b>	37.1 In the event that a Bidder is unsuccessful, the Bidder may request 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 proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
<b>38. Right to Vary Requirements at the Time of Award</b>	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
<b>39. Contract Signature</b>	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
<b>40. Contract Type and General Terms and Conditions</b>	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
<b>41. Performance Security</b>	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
<b>42. Bank Guarantee for Advanced Payment</b>	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at



	<a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>
<b>43. Liquidated Damages</b>	<p>43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.</p>
<b>44. Payment Provisions</b>	<p>44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.</p>
<b>45. Vendor Protest</b>	<p>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:</p> <p><a href="http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</a></p>
<b>46. Other Provisions</b>	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15</p> <p><a href="http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer">http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&amp;referer</a></p>



## Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	Ukrainian, English, Russian Any language listed is acceptable, English is preferable. Certificates, registration documents, licenses issued in local language do not require translation.
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	Will not be conducted To obtain clarifications or comments regarding the tender please send e-mail request to <a href="mailto:procurement.ua@undp.org">procurement.ua@undp.org</a> pointing out the number of the tender <b>585-2020-UNDP-UKR-RFP-CO</b> in subject, and providing information about the <b>title of the company, your name and position.</b>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Not Required

10	18	Currency of Proposal	<p>United States Dollar</p> <p><input checked="" type="checkbox"/> Local Currency – can be considered.</p> <p>Reference date for determining UN Operational Exchange Rate: August 2020, please refer to <a href="http://treasury.un.org">treasury.un.org</a></p>
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Procurement Unit Address: 1, Klovsky Uzviz, 01021 Kyiv, Ukraine</p> <p>Tel. No. :+ 38 044 253-93-63 E-mail address dedicated for this purpose: <a href="mailto:procurement.ua@undp.org">procurement.ua@undp.org</a></p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email and Posting on the website <a href="http://procurement-notice.undp.org">http://procurement-notice.undp.org</a>
14	23	Deadline for Submission	<b>Till 03.08.2020, Monday, 23:59 Kyiv time</b>
14	22	Allowable Manner of Submitting Proposals	<p>Submission by email <a href="mailto:tenders.ua@undp.org">tenders.ua@undp.org</a></p> <p>Please <b>do not</b> duplicate your submission to <a href="mailto:procurement.ua@undp.org">procurement.ua@undp.org</a>. This address is used only for questions and answers.</p>
15	22	Proposal Submission Address	<p><a href="mailto:tenders.ua@undp.org">tenders.ua@undp.org</a></p> <p><u>Please note that bids received through any other address will not be considered.</u></p>
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> <li>Format: PDF files, <b>ZIP archives</b> only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP</li> </ul>

			<ul style="list-style-type: none"> <li>▪ Time Zone to be Recognized: <i>[Kyiv +2]</i></li> <li>▪ <b>Max. File Size per transmission: 5 MB</b> <ul style="list-style-type: none"> <li>▪ Mandatory subject of email: <b>585-2020-UNDP-UKR-RFP-CO Private Security Services</b></li> <li>▪ Other conditions: <i>Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</i></li> </ul> </li> </ul>
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70% of the obtainable score of 700 points.</p>
18		Expected date for commencement of Contract	<i>September 1, 2020</i>
19		Maximum expected duration of contract	<p>Up to 3 years, in the following manner:</p> <p>Duration of initial contract - 1 year with a possibility to extend for 2 additional one-year periods subject to satisfactory supplier/s performance.</p>
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	UNDP Contract for Goods and Services Long Term Agreement
22	39	UNDP Contract Terms and Conditions that will apply	<p>UNDP General Terms and Conditions for Mixed Goods and Services</p> <p><a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>
23		Other Information Related to the RFP	

## Section 4. Evaluation Criteria

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### Required documents

- Certificate of Registration of the business, including Articles of Incorporation, or equivalent document 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;
  - License to provide security services issued by Ukrainian authorities;
  - Income Statement and Balance Sheets for the past 2 years;
  - Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 2 years (reference letters);
- 
- **Duly signed Technical proposal as per Forms A, B and E, including information as follows:**
    1. List of corporate clients highlighting similar contracts for clients of comparable business nature and/or size as UNDP/UN past 5 years;
    2. Company Code of Conduct.;
    3. Company's approach to personnel conduct and disciplinary action;
    4. Company's approach to personnel compensation, including benefits, social security;
    5. Mobilization plan for this project, including the contracting of personnel, development of procedures, acquisition of equipment, training schedules, etc.;
    6. Pre-screening procedures and record keeping of personnel – process description;
    7. Staffing table for this project, including key roles, number of guards (minimum 6 staff members available; 2 guards for a 24-hour post), number of shifts, approach to the shift duration, etc.;
    8. Roles and responsibilities of the key actors identified in your staffing table (e.g., representative, supervisor, guards, etc.), ensuring that they cover the whole spectrum of services that are required in the TOR;
    9. Description of the uniforms that will be worn by staff;
    10. Description of the equipment that will be provided by the contractor for the execution of the contract;
    11. Training programs that will be provided for each staff member, depending on role;
    12. Details on average remuneration, employment benefits, and days off provided to UPSS provider employees.
    13. Approach to emergency drills.
  - CVs of responsible staff highlighting experiences in servicing similar contracts, including relevant certificates, accreditations and awards received as per Form E, Section 3 with indication of the role in the team;
  - Training certificates of the personnel proposed for the assignment, relevant to the requirements of the TOR;
  - Life and health insurance for UPSS provider personnel, copy of the insurance agreement;
  - **Financial proposals as per forms F and G. Financial proposal must be in a separate file and password protected.**

**Documents to be ready for provision on pre-employment check for the staff proposed for the assignment:**

- Criminal background record check (certificates);
- Confirmation of physical and psychological fitness;
- Narcological clearance reference;
- At least three professional references;
- Signed Non-Disclosure Agreement in accordance with UNDP template.

**Preliminary Examination Criteria**

Submitted offers will be reviewed on "Pass" or "Fail" basis to determine compliance with the below formal criteria/ requirements:

Offers must be submitted within the stipulated deadline

Offers must meet required Offer Validity

Offers have been signed by the proper authority

Offers include requested company documentation, including documentation regarding the company's legal status and registration

Offeror must attest that it has all the required licenses, permits and related paperwork to operate a security guard service in accordance with all applicable laws, rules and regulations of the jurisdiction wherein it is providing services. A copy of the license or registration certificate to operate as a security provider in Country issued by the Government / Authority in Country is provided.

Confirm that the proposed salaries are in line with the requirements stated in the TOR and correspond to the market. Confirm that the Offeror, if awarded the contract, will compensate their proposed personnel in accordance with the amount of salary and benefits indicated in Offeror's proposed Price.

Offers must comply with general administrative requirements:

- a) properly registered and licensed company
- b) at least 5 years of experience in the required area

Other information is available on <http://www.undp.org.ua/en/tenders>; For the information, please contact [procurement.ua@undp.org](mailto:procurement.ua@undp.org).

## Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
<b>ELIGIBILITY</b>		
<b>Legal Status</b>	Vendor is a legally registered entity.	Form B: Bidder Information Form
<b>Eligibility</b>	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
<b>Conflict of Interest</b>	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
<b>Bankruptcy</b>	Not declared bankruptcy, 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: Technical Proposal Submission Form
<b>QUALIFICATION</b>		
<b>History of Non-Performing Contracts<sup>1</sup></b>	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
<b>Litigation History</b>	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
<b>Previous Experience</b>	Minimum 5 years of relevant experience.	Form D: Qualification Form
<b>Financial Standing</b>	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form

<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.

## Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's experience and capability	250
2.	Bidder's approach and project plan	210
3.	Key Personnel qualifications	240
	<b>Total</b>	<b>700</b>

Section 1. Bidder's experience and capability		Points obtainable
1.1	<p>Provision of security services to similar clients in scope and nature:</p> <p>Company is prepared and routinely carries out similar projects of higher complexity (more guards and more locations) than the ones specified in the RFP – 50 points;</p> <p>Company is prepared and routinely carries out similar projects of the same complexity as the ones specified in the RFP – 25 points;</p> <p>The projects that the company can demonstrate having experience in are simpler in complexity to the required services – 0 points.</p>	50
1.2	<p>Presence of the code of conduct with respect to the rule of law, the respect to the human rights, the protection of the client's interests:</p> <p>The code of conduct is a comprehensive, well-thought-out document that covers all relevant aspects successfully - 50 points;</p> <p>The code of conduct meets most of the aspects, but it's not comprehensive or detailed enough – 25 points;</p> <p>The code of conduct does not cover key aspects or does not give enough details – 0 points.</p>	50
1.3	<p>Pre-screening procedures and record keeping of personnel:</p> <p>The pre-screening procedures exceed the expectations and are deemed adequate – 50 points;</p> <p>The pre-screening procedures are in line with the requirements, but they may require some minor modifications to be deemed adequate – 25 points;</p> <p>The pre-screening procedures are inadequate, and they would require a major overhaul – 0 points.</p>	50
1.4	<p>Company's approach to personnel conduct and disciplinary action:</p> <p>The approach exceeds the expectations detailed and are deemed adequate – 50 points;</p> <p>The approach is in line with the requirements, but they may require some minor modifications to be deemed adequate – 25 points;</p> <p>The pre-screening procedures are inadequate, and they would require a major overhaul – 0 points.</p>	50
1.5	<p>Company's approach to personnel compensation, including benefits, social security:</p> <p>The approach meets all legal requirements – 50 points;</p>	50

	The approach needs adjustment – 25 points; The approach does not meet all legal requirements – 0 points.	
<b>Total Section 1</b>		<b>250</b>

<b>Section 2. Bidder's approach and project plan</b>		<b>Points obtainable</b>
2.1	Mobilization plan for this project, including the contracting of personnel, development of procedures, acquisition of equipment, training schedules, etc.: The mobilization plan is comprehensive, covers all aspects to ensure the commencement of high-quality services and is considered low risk – 30 points; The mobilization plan is adequate, but it will require some improvement prior to contracting and monitoring from the United Nations thereafter – 15 points; The mobilization plan is lacking and the risk of delay or too steep of a learning curve is substantive – 0 points.	30
2.2	Staffing table for this project, including key roles, number of guards, number of shifts, approach to the shift duration, etc. The staffing table meets or exceeds the expectations and the approach to shifts is considered low-risk – 30 points; The staffing table is in line with the requirements, but it may require some minor modifications to be deemed adequate – 15 points; The staffing table is inadequate, and it would require a major overhaul, or the approach to shifts is deemed highly inadequate – 0 points.	30
2.3	Roles and responsibilities of the key actors identified in your staffing table (e.g., representative, supervisor, guards, etc.), ensuring that they cover the whole spectrum of services that are required in the TOR. The R&R plan meets or exceeds the expectations of the TOR and the approach to shifts is considered low-risk – 30 points; The R&R plan is in line with the requirements, but it may require some minor modifications to be deemed adequate – 15 points; The R&R plan is inadequate, and it would require a major overhaul – 0 points.	30
2.4	Description of the uniforms that will be worn by staff. The uniforms appear professional and are in line with expectations – 30 points; The uniforms may require some minor modifications to be deemed adequate – 15 points; The uniforms are considered inadequate – 0 points.	30
2.5	Description of the equipment that will be provided by the contractor for the execution of the contract. The list of equipment meets or exceeds the expectations and the type of equipment is considered low-risk – 30 points; The list of equipment is in line with the requirements, but there are few details about the quality of the equipment – 15 points; The equipment is inadequate – points.	30
2.6	Training programs that will be provided for each staff member, depending on role.	30



	meets or exceeds the expectations – 30 points; training plan would need some minor modifications – 15 points; training program is inadequate – 0 points	
2.7	Approach to emergency drills. meets or exceeds the expectations – 30 points; The emergency drill plan would require minor modifications – 15 points; The emergency drill plan is inadequate – 0 points.	30
<b>Total Section 2</b>		<b>210</b>

<b>Section 3. Key Personnel</b>		<b>Points obtainable</b>
3.1	<b>UPSS representative – Manager</b> <ul style="list-style-type: none"> <li>■ Minimum education requirement: higher education (diploma);</li> <li>■ Minimum 5 years of police, security or military experience;</li> <li>■ Excellent oral and written communications skills;</li> <li>■ Minimum 3 years of experience in supervisory/managerial positions;</li> <li>■ Minimum of 3 years of experience in dealing/laiaising with international, commercial and/or government organizations.</li> </ul>	40
3.2	<b>Unarmed Guards</b> – at least 6 staff team members to be proposed. Each guard corresponding to the requirements below to be scored as 30 points, up to 180 points. <ul style="list-style-type: none"> <li>■ Minimum 3 years of confirmed experience security sphere;</li> <li>■ Has general interpersonal communication skills, fire safety skills, self-defense training, first aid training, radio communications skills, access control skills, dangerous/hazardous materials detection, awareness of basic provisions of Ukrainian labor legislation.</li> </ul>	180
3.3	The plan to ensure representation of women and minorities among personnel, including percentages of women and minorities among taskforce assigned to this project.	20
<b>Total Section 3</b>		<b>240</b>

## Section 5. Terms of Reference

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### PRIVATE SECURITY COMPANY SERVICES FOR THE UNITED NATIONS OFFICE IN UKRAINE, KYIV

#### 1. BACKGROUND

The information in this Terms of Reference (ToR) describes objectives and requirements that the United Nations has in seeking for a private security company (PSC) for provision of unarmed security guard services for the United Nations Office in Ukraine, Kyiv (hereinafter referred to as the UN Office/premises).

#### 2. KEY TASKS RELATED TO PROVIDING SECURITY. PREMISES

The following information describes the premises requiring unarmed security guards and security arrangements. Selected company, hereinafter referred to as the UPSS (unarmed private security service) provider for the purpose of this ToR, will be required to provide unarmed security services, recruit, train and manage a guard force on the territory of the UN Office.

The UPSS provider shall assign the personnel for providing the security services to the UN Office and performing the tasks described in this TOR. Security policies, practices and procedures related to UN personnel and property contained in key instructions and orders for security guards shall be provided to the UPSS provider for implementation and can only be updated if coordinated with UNDSS staff.

##### Location of the UN Office:

- United Nations Office in Ukraine, Kyiv, – 1, Klovskiy Uzviz.

##### Short description of UN Office and security matters:

UN Office consists of 2 (two) buildings each having 2 stores with a total area equaling to 670 square meters, and utility space (tented area and other territory). Total area of the territory makes 830 square meters. The territory is fenced and has a lighting along the perimeter. CCTV and access control systems are available.

#### 3. UPSS PROVIDER RESPONSIBILITIES

The UPSS provider shall provide the personnel, clothing, uniform, equipment and accessories needed to perform the services described in these TOR. The UPSS provider must meet the requirements set by Ukrainian legislation. The UPSS provider shall comply with and enforce all orders, instructions, code of conduct, and procedures issued by the United Nations and in particular UNDSS Ukraine.

##### The UPSS provider should provide United Nations with the following information:

- Experience in the security industry and relevant references (work for Embassies or International Organizations would be an asset).
- A plan to ensure successful management of the contract (schedule of periodical inspection (by representatives of the Office of the PSC) of duties performed by the guards, schedule of training, schedule of working meetings (timeline) between representatives of PSC and United Nations (UNDSS)).
- Demonstration of capability to manage its personnel on the ground (manager and office to be located in the city where the services are delivered).
- Security-training programs for the personnel and documentation certifying such provision of security training and quality assessment (certificates, diplomas and /or other relevant documents).
- Ability to replace personnel at a short notice if required by UNDSS and in case of illness of the personnel or other unforeseen circumstances.
- UPSS provider registration in accordance with Ukrainian legislation and valid licenses for provision of respective security services.

- Details on average remuneration, employment benefits, and days off provided to UPSS provider employees.

**3.1. Unarmed security services delivered by the UPSS provider shall correspond to industry-specific standards, including but not limited to:**

- Providing access control to UN Office territory for UN personnel by visual inspection of ID cards and other official identification documents (UN Laissez Passer, diplomatic card) in accordance with established procedures (guidelines);
- Providing access control to UN premises for visitors, technical personnel delivering services for UN premises and their escort (when necessary) in accordance with established procedures (guidelines);
- Screening the mail in accordance with established procedures (guidelines);
- Responding to threats to UN personnel, premises or assets, responding to potential crimes, demonstrations, civil unrest scenarios, in accordance with established procedures (guidelines);
- Responding to situations when UN personnel or visitors might need first aid in accordance with established procedures (guidelines).
- Control over all available alarm systems. Threat/emergency warning for occupants of UN premises, assistance with evacuation from UN premises. Assistance in responding to emergencies in coordination with the law enforcement agencies and emergency services;
- Members of private security companies who deliver UPSS shall not, at any time, carry firearms. Their equipment shall be limited to non-lethal equipment and their reactions governed by the criteria on the use of non-deadly force, identified in the UNSMS Use of Force Policy, applicable host country legislation and international law.
- Inspecting the condition and operational status of security equipment in UN
- Patrolling the territory. While patrolling, a security guard shall check for security equipment consistency (fence, CCTV cameras, windows, doors, etc), and report all inconsistencies to UN security officials Ukraine;
- Performing comprehensive and other security related inspections in accordance with valid procedures;
- Control over access and movement of vehicles on the territory of UN premises;
- Control over security procedures compliance by visitors and UN personnel. Cases of incompliance with the security protocols shall be communicated to UN security officials in Ukraine;
- Use of special equipment, measures of physical coercion in accordance with Ukrainian legislation, respective UN policies and procedures, provided instructions and Use of Force policy;
- Keep 24/7 duty log indicating all security related incidents. Proper formalization of all documents;
- Formalize incident reports in accordance with guidelines for security guards. Incident reports shall be submitted by the unarmed security service provider to UN security officials in Ukraine by phone immediately and in writing not later than 24 hours after the incident;
- Ability to replace a guard shortly on request from UN security officials due to illness or other unforeseen circumstances;
- Compliance with Ukrainian labor legislation in terms of a workload for each guard that should not exceed maximum accepted period of time;
- Performing other duties as provisioned by the Contract.

**4. GUARD POSTS AND WORKING HOURS/DAYS**

The UPSS provider shall provide properly trained security personnel (guards) for a 24/7 shifting at the guard posts, at UN premises as follows:

- UN Guards Post at the entrance to the UN Office:
- 09:00 - 09:00 - two security guards

**Note: number of working hours per each security guard shall not exceed the number of working hours established by Ukrainian legislation.**

**5. UPSS PROVIDER PERSONNEL GENERAL QUALIFICATIONS**

The UPSS provider shall ensure that all personnel assigned to this contract have not been convicted of any criminal offence, including by a military tribunal, or found by a national or international court to have breached criminal or humanitarian law of any jurisdiction. All personnel assigned to this contract shall not be a subject to any ongoing judicial proceedings and must meet the following minimum standards:

- Minimum 21 years aged, physically and psychologically fit (based on medical commission certificate of fitness). S/he must have physical and psychological endurance for performing the duties as provisioned by the contract;
- Pass a criminal background record check (certificate);

- Observe written rules, orders and instructions in full;
- Be able to effectively communicate with UN employees and visitors;
- Be able to compose precise, short paragraphs for written reports that are required under this contract;
- Be able to resist to acts of hooliganism or potentially violent persons;
- Be able to effectively interact with public members;
- Potential guard shall be trained to provide safety and security of objects in accordance with the TOR;
- Basic knowledge of English, fluent in Ukrainian / Russian
- UN is committed to diversity and inclusion within its workforce, and hence encourages qualified female candidates to be part of the Unarmed Guards Team.
- At least one female guard encouraged to be present during the day working hours – to conduct manual search of female visitors should need arise.
- CV or Resumes of the UPSS personnel assigned to UN Compound security shall be made available for UN Department for Safety and Security in advance. UNDSS reserves the right not to accept any of the candidates due to objective/reasons. Any changes to the agreed list of the UPSS personnel assigned for the UN compound should be endorsed by UNDSS prior to changes.

## 6. UPSS PROVIDER PERSONNEL SPECIFIC RESPONSIBILITIES

### **UPSS representative – Manager. Responsibilities.**

- Reports to individuals as provided by UNDSS officers.
- Manages the security guards operation ensuring that all guards perform their duties competently
- Manages the duty roster and schedules shifts in coordination with UN security official.
- Performs duties of the contract manager as the UPSS representative and serves as a principle contact person for the contract;
- Participates in services quality evaluation meetings as well as contract provisions review (if necessary) with UN representatives;
- Provides recommendations and advises on any improvements with regards to the services to be delivered to UN Office;
- Reports to UN Office upon request from UN security official.

### **UPSS representative – Manager. Qualifications.**

- Minimum education requirement: higher education (diploma);
- Minimum 5 years of police, security or military experience;
- Excellent oral and written communications skills;
- Minimum 3 years of experience in supervisory/managerial positions;
- Minimum of 3 years of experience in dealing/liaising with international, commercial and/or government organizations.

### **Unarmed Guards – qualifications – At least 6 staff members to be included in proposed team**

- Minimum 3 years of confirmed experience security sphere;
- Has general interpersonal communication skills, fire safety skills, self-defense training, first aid training, radio communications skills, access control skills, dangerous/hazardous materials detection, awareness of basic provisions of Ukrainian labor legislation.

## 7. AD HOC, EMERGENCY AND OTHER SERVICES REQUIREMENTS

**Ad Hoc Requirements:** The UPSS provider shall have the capability to provide additional guard coverage during special events and emergencies on request from UN security official. Payment for such additional services shall be calculated basing on the Contract;

**Quick/Emergency Response Team:** The UPSS provider shall have the capability to provide a Quick/Rapid Response Team 24/7 in case of panic button / alarm system activation or in case of emergencies.

## 8. PRE-EMPLOYMENT SCREENING

The UPSS provider shall conduct a pre-employment screening of each applicant for work under the Contract. The UPSS provider shall not recruit any personnel for work under this contract until the pre-employment screening is completed and his / her professional readiness is confirmed. Professional readiness means that an applicant has no criminal records, does not use illegal drugs/narcotics, is not an alcohol addict, is psychologically resilient, has positive

feedback/recommendations from previous employers. The UPSS provider shall immediately provide respective information to UN security official upon request. Pre-employment information shall include the following:

- A check of criminal records in accordance with the local legislation;
- An employment history for previous 3 years and track of professional skills.
- At least three professional references.

The UPSS provider must maintain, as a minimum, the following documents in the personal profile of each employee assigned to work in UN Office:

- Signed employment application form and additional information (copies of national passport, diplomas, training certificates, etc.);
- Signed declaration of impartiality and confidentiality in accordance with UNDP template;
- Individual performance record;
- References/recommendations;
- Employers statement on the applicant professional fitness;
- Personal photograph.

#### **9. PROFESSIONAL CONDUCT STANDARDS**

All UPSS personnel assigned to work under the Contract shall maintain the highest standards of employee competency while performing the duties and comply with guidelines for security guards.

The UPSS provider shall replace a guard in case of violations of the guidelines or unlawful actions. The UPSS will not restrict UN security official in suspending a guard from duty due to aforementioned reasons.

#### **10. UNIFORM**

All UPSS personnel assigned as security guards to UN premises shall wear properly fitted uniform while on duty. The UPSS provider shall provide the security guards with a sufficient number of uniforms.

#### **11. TRAINING**

The UPSS provider shall provide induction and professional training to all security personnel prior to their assignment as UN Office security personnel.

Security personnel shall have sufficient level of training before and during the employment period.

Training shall include general duties and context-specific topics including:

- Ukrainian legislation provisions regarding security guards operations and human rights;
- Visitors screening procedures before granting access to UN Office;
- Correspondence screening;
- First Aid;
- Use of special equipment and use of force;
- Religious, gender and cultural issues and respect to all population groups and ethnicities.

The UPSS provider shall provide initial and regular qualification training for security personnel (to be coordinated with UNDSS):

- Access control policies and procedures. Visitors escort procedure, UN Office employees entry/exit, access to UN Office in non-working hours, UN vehicles access;
- UN personnel and visitors' identity check. Detection of fake identity cards, etc.;
- Visitors, vehicles, correspondence main screening techniques;
- Perimeter patrolling;
- Actions to take when dealing with a conflicting person(s);
- Emergency response and evacuation procedures;
- Routine and emergency communication procedures;
- Liaison with the Police and emergency services;
- First Aid and Cardiopulmonary Resuscitation (CPR);
- Civil and criminal liability issues;

- Use of force and special equipment eligibility;
- Professional behavior and communication with public;
- Security personnel company's guidelines and other orders;
- Handling of bomb threats and building evacuation procedures;
- Protection of confidential information;
- Reports writing;
- Outdoor surveillance methods;
- Use of alarm systems, CCTV, data recorders, other electronic equipment used by security personnel;
- Use of X-ray and other security equipment/tools (inspection equipment);
- Operation/use of fire extinguishers and other fire safety equipment in UN Office;

## **12. QUALITY ASSURANCE PROGRAM**

Each UPSS employee shall log-in in a duty log before and after shift changeover at UN Office.

UPSS provider shall regularly control shift changeover, make logs of such controls, brief the security personnel on detected deficiencies and recommendations on provided services improvement.

## **13. CONTRACT PERIOD**

The UPSS provider shall start performing its obligations immediately after signing the Long-Term Agreement. LTA period is 12 months from the date of its signing with a possibility of extension for another 2 consequent years subject to positive performance evaluation.

## **14. REQUIREMENTS TOWARDS UPSS PROVIDER**

- a) Valid registration in Ukraine (on the territory controlled by the Government of Ukraine).
- b) Previous experience of successful cooperation with international organizations/embassies, supported with provision of reference letters, will be considered as valuable asset.
- c) At least 5 years of experience in providing security services and physical security/guard services.
- d) License to provide security services issued by Ukrainian authorities.
- e) Availability of professional and trained staff having required work experience and physical fitness to perform duties under the Contract.
- f) UPSS provider shall provide the UPSS personnel with uniform and equipment in accordance with Ukrainian legislation and the Contractual provisions.
- g) UPSS personnel shall be equipped with hand-held metal detectors for visitors check.

## **15. CRITERIA FOR CONTRACT AWARD**

Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively.

## **16. PRICING AND PAYMENT SCHEDULE**

16.1 The contract total must remain fixed for the whole duration of the contract

16.2 Bidders must provide their financial offers as price for 1 hour and for 1 month for 24-hours protection of the facility by 2 security guards equipped with uniform and equipment. Bidders' financial offers must include all expenses related to the contract implementation.

Payments will be arranged as follows:

- Monthly upon completion of works and based on Service Acceptance Act signed by the Contracting Officer's Representative, a registered tax bill and submitted invoice.

Advance payment is not applicable to this invitation to bid.

## Section 6: Returnable Bidding Forms / Checklist

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

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

### Technical Proposal Envelope:

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

### Financial Proposal Envelope

**(Must be submitted in password protected file via email. Electronic format of submission only)**

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

## Form A: Technical Proposal Submission Form

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

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

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 post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

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

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

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

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

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

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

Title: \_\_\_\_\_

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

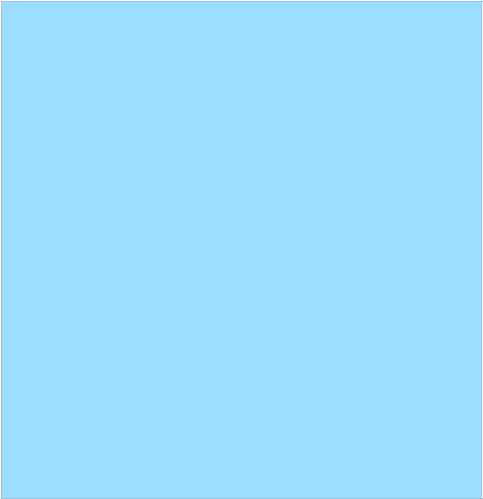
Signature: \_\_\_\_\_

*[Stamp with official stamp of the Bidder]*



## Form B: Bidder Information Form

<b>Legal name of Bidder</b>	[Complete]
<b>Legal address</b>	[Complete]
<b>Year of registration</b>	[Complete]
<b>Bidder's Authorized Representative Information</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Are you a UNGM registered vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
<b>Are you a UNDP vendor?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
<b>Countries of operation</b>	[Complete]
<b>No. of full-time employees</b>	[Complete]
<b>Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):</b>	[Complete]
<b>Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)</b>	[Complete]
<b>Contact person UNDP may contact for requests for clarification during Proposal evaluation</b>	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
<b>Please attach the following documents:</b>	<ul style="list-style-type: none"> <li>• Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;</li> <li>• 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;</li> <li>• License to provide security services issued by Ukrainian authorities;</li> <li>• Income Statement and Balance Sheets for the past 2 years;</li> <li>• Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 2 years</li> </ul>

- 
- **Duly signed Technical proposal as per Forms A, B and E**
  - CVs of responsible staff highlighting experiences in servicing similar contracts, including relevant certificates, accreditations and awards received as per Form E, Section 3;
  - Training certificates of the personnel proposed for the assignment, relevant to the requirements of the TOR;
  - Life and health insurance for UPSS provider personnel, copy of the insurance agreement;
  - **Financial proposals as per forms F and G.** Financial proposal must be **in a separate file and password protected.**

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

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

To be completed and returned with your Proposal if the Proposal 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 services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

<b>Name of leading partner</b>  (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

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

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

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

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

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

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

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

Form D: Qualification Form

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

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

Historical Contract Non-Performance

☐ Contract non-performance did not occur for the last 3 years

☐ Contract(s) not performed for the last 3 years

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

☐ No litigation history for the last 3 years

☐ Litigation History as indicated below

Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

## Previous Relevant Experience

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.

List of corporate clients highlighting similar contracts for clients of comparable business nature and/or size as UNDP/UN for the last 5 years:

No	Name of the project	Client	Price	Duration	Activities within the project	Status or completion date	Contacts for information (name, telephone, email)
1							
2							
3							

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	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	Information from Balance Sheet		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Information from Income Statement		
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 Proposal

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

The Bidder's proposal should be organized to follow this format of Technical Proposal. 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 experience and reputation on the market

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 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).
- 1.3 Relevant certificates and association membership confirming documents.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

### SECTION 2: Bidder's capability and expertise

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

**1.2 Pre-screening procedures and record keeping of personnel;**

**1.3 Company's approach to personnel conduct and disciplinary action;**

**1.4 Company's approach to personnel compensation, including benefits, social security;**

**1.5 Company Code of Conduct;**

**1.6 Mobilization plan for this project, including the contracting of personnel, development of procedures, acquisition of equipment, training schedules, etc;**

**1.7 Description of the uniforms that will be worn by staff.**

**1.8 Description of the equipment that will be provided by the contractor for the execution of the contract.**

**1.9 Training programs that will be provided for each staff member, depending on role.**

**1.10 Approach to emergency drills.**

### SECTION 3: Management Structure and Key Personnel

Availability of professional security personnel for performing the duties:

No	Name	Position	Qualification	Work experience (place, position, experience)	Status: temporary/permanent
1					

2					
3					
...					

- 3.1 Staffing table for this project, including key roles, number of guards, number of shifts, approach to the shift duration, etc.
- 3.2 Roles and responsibilities of the key actors identified in your staffing table (e.g., representative, supervisor, guards, etc.), ensuring that they cover the whole spectrum of services that are required in the TOR.
- 3.3 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 Services.
- 3.4 Details of the average salary of the company's staff involved in the project, employee benefits, and days off.

## Format for CV of Proposed Key Personnel

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

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

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

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



Form F: Financial Proposal Submission Form

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

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

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

We understand you are not bound to accept any Proposal you receive.

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

Title: \_\_\_\_\_

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

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

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

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

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an file separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder’s disqualification.

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder’s Technical Proposal.

Currency of proposal may be UAH or USD, though USD is highly recommended as the price of the contract will be based on the proposal and its currency and will not be changed in its duration. Thus, USD price proposal provides better option for currency risk mitigation.

The bidders must provide their financial offers in the following format. All expenses related to contract implementation shall be included into financial offer.

№	Post	Price per month, (indicate currency) without VAT	Price per month (indicate currency) with VAT	Units quantity per year	Total Price per year, (indicate currency) with VAT
1	24-hours with equipment in accordance with the legislation of Ukraine /  2 guards			12	

№	Post	Price per hour, (indicate currency) without VAT	Price per month (indicate currency) with VAT
1	24-hours with equipment in accordance with the legislation of Ukraine /  2 guards		

B. Cost Breakdown by Cost Component:

Salaries of the personnel involved:

Activity/Costs	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	Cost per unit	Amount excluding VAT

UPSS representative – Manager				
Unarmed Guard 1				
Unarmed Guard 2 etc.				
Other members of the team, if needed				
<i>Other costs (if any – to define clearly activities/costs)</i>				

“Duly authorized to sign the proposal for and on behalf of” \_\_\_\_\_

(Name of Organisation): \_\_\_\_\_

Signature/Stamp of Entity/Date: \_\_\_\_\_

Name of representative: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

Email: \_\_\_\_\_