
2nd READVERTISEMENT OF REQUEST FOR PROPOSALS

**Provision of Equipped Security Guards, Unarmed Guard and Equipped
EDD Teams in Afghanistan on a Long Term Basis**

UNDP CO

Afghanistan



United Nations Development Programme

November, 2013

Section 1. Letter of Invitation

Kabul
November 3, 2013

RFP Ref: UNDPAFG/2013/064 – 2nd Re-Advertise - Provision of Equipped Security Guards, Unarmed Guard and Equipped EDD Teams in Afghanistan on a Long Term Basis

Dear Mr./Ms.:

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

This RFP includes the following documents:

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

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

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

United Nations Development Programme
procurement.af@undp.org
Attention: Supply Chain Management Office (SCMO), UNDP

The letter should be received by UNDP no later than **2:00 pm on 12 November 2013**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNDP would appreciate your indicating the reason, for our records.

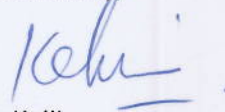
If you have received this RFP through a direct invitation by UNDP, transferring this invitation to another firm requires your written notification to UNDP of such transfer and the name of the company

to whom the invitation was forwarded.

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

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

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Kelvin Kellie', with a horizontal line underneath.

Kelvin Kellie
Chief of Supply Chain Management Office

Section 2: Instruction to Proposers

Definitions

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

the deadline for the submission of Proposals.

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

A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencycdocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

- 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

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

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :
- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
 - 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

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

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

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

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any

request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.

- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

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

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4

of this RFP.

15. Technical Proposal Format and Content

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

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

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

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of

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

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

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

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

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

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

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

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

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

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

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

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

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

Proposal.

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

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

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

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

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

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

21. Validity Period

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

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

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

the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

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

24. Deadline for Submission of Proposals and Late Proposals

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

UNDP shall not consider any Proposal that arrives after the deadline for submission of

Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

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

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

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

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

Proposal.

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

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

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

29. Evaluation of Proposals

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

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

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

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

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

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

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

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

30. Clarification of Proposals

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

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any

arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

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

31. Responsiveness of Proposal

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

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

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

32. Nonconformities, Reparable Errors and Omissions

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

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

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

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

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

F. AWARD OF CONTRACT

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

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

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

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

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

39. Vendor Protest

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

<http://www.undp.org/procurement/protest.shtml>

Instructions to Proposers

DATA SHEET

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

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	UNDP CO
2		Title of Services/Work:	Provision of Equipped Security Guards, Unarmed Guard and Equipped EDD Teams in Afghanistan on a Long Term Basis (2 nd Re-Advertisement)
3		Country / Region of Work Location:	<input checked="" type="checkbox"/> Afghanistan
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	<p>Time: 10:00 am Kabul Local Time Date: 12 November 2013 Venue: SCMO Conference Room, UNDP Country Office, UNOCA Compound, Jalalabad Road, Kabul Afghanistan</p> <p>The UNDP focal point for the arrangement is: E-mail: procurement.af@undp.org</p> <p>Service Providers interested to attend the pre-proposal conference must send the following information to the above mentioned email address on or before 12:00 hrs on 10 November 2013:</p>

			<p><i>Participant's Name, Nationality, ID/Passport No., Company Name</i></p> <p><i>If coming with private vehicle, please mention: Driver's Full Name, Plate Number, Make/Model, Colour</i></p> <p>Please note that only 01 (one) person from each company will be allowed to participate.</p>
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security	<input checked="" type="checkbox"/> Not Applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<input checked="" type="checkbox"/> Not Applicable
12		Advanced Payment upon signing of contract	<input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<p><input checked="" type="checkbox"/> United States Dollars (US\$) (for companies registered outside Afghanistan)</p> <p><input checked="" type="checkbox"/> Local Currency (AFN) <i>(for companies registered under Afghanistan Government Authority)</i></p> <p><i>Reference date for determining UN Operational Exchange Rate : November 2013</i></p>
16	B.10.1	Deadline for submitting requests for clarifications/questions	at 12 p.m. on 14 November 2013 Kabul local time
17	B.10.1	Contact Details for submitting clarifications/questions ⁵	Please send email with queries to:

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or

			<p>E-mail address dedicated for this purpose: procurement.af@undp.org</p> <p><i>This address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received</i></p>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input checked="" type="checkbox"/> Direct communication to prospective Proposers by email and Posting on the website ⁶ . http://www.undp.org.af/Procurement_Notices/
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	<p>Original : 1 Copies : 2</p>
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p>UNDP Afghanistan C/O: Supply Chain Management Office UNOCA Compound, Jalalabad Road, Kabul, Afghanistan</p> <p>Please ensure to mention the RFP Reference number on the outer envelope</p>
21	C.21 D.24	Deadline of Submission	<p>Date and Time : November 19, 2013 12:00 PM Kabul local time</p>
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery Only *Please note that email submissions will be rejected
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Not Applicable *Please note that email submissions will be rejected
24	D.23.1	Date, time and venue for opening of Proposals	<p>Public opening will not be conducted</p>

address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

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

25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, Trade name registration papers, if applicable <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past 2 years (2012 & 2011) and/or Bank Certified Financial statements for the same period. <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 03 (three) Clients in terms of Contract Value the past 03 (three) years <input checked="" type="checkbox"/> Current contract commitments; <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. <input checked="" type="checkbox"/> Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references; <input checked="" type="checkbox"/> Structure of the team, including the names, position in the team and CVs of Key personnel; <input checked="" type="checkbox"/> Documentation demonstrating required qualifications and requirements as mentioned in the TOR (Section 3 of this RFP)
27		Other documents that may be Submitted to Establish Eligibility	<input checked="" type="checkbox"/> Written confirmation from each personnel that they are available for the entire duration of the contract.
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	<input checked="" type="checkbox"/> Bid Submission Form (Section 4) <input checked="" type="checkbox"/> Technical Proposal Form (Section 6) <input checked="" type="checkbox"/> Financial Proposal form (Section 7) <input checked="" type="checkbox"/> Company Profile (26 of Bid Data Sheet) (For complete requirements, please refer to section C of Instruction to Bidders)

29	C.15.2	Latest Expected date for commencement of Contract	<i>February 15, 2014</i>
30	C.15.2	Expected duration of contract	Initial period of the contract will be for 01 (one) year with possibility of extension for another 04 (four) years on annual basis, subject to satisfactory performance of the contractor and requirement of UNDP.
31		UNDP will award the contract to:	<input checked="" type="checkbox"/> One Proposer only
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>Full compliance of Terms of Reference;</p> <p>Appropriateness of the Implementation Timetable to Project Schedule;</p> <p>The quality of each technical proposal will be evaluated in accordance with the technical evaluation criteria as mentioned in the below table:</p> <p>(See Tables below)</p>
33	E.29.4	Post-Qualification Actions	<p><input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</p> <p><input checked="" type="checkbox"/> Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</p> <p><input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</p> <p><input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;</p>
34		Conditions for Determining Contract Effectivity	<input checked="" type="checkbox"/> Upon signing of the contract by both parties
35		Other Information Related to the RFP	<p>Long Term Agreement</p> <p>UNDP at its own discretion may wish to enter into a non-binding Long Term Agreement (LTA) as a result of this procurement process under the following conditions:</p> <p>1. The Supplier/Contractor shall provide the types of services, goods and/or deliverables, quoted in this bidding</p>

			<p>process as and when negotiated by UNDP which shall be reflected in a non-binding Long Term Agreement in the form attached hereto as the "Model Long Term Long Term Agreement for the Provision of Goods and/or Services to The United Nations Development Programme".</p> <p>2. Such Services and/or goods shall be at negotiated prices listed the Price Schedule and/or Bill of Quantities as applicable. The prices shall remain in effect for a period of one year from entry into effect of the Long Term Agreement. The period may be renewed for additional two years based on a satisfactory performance and at the sole discretion of UNDP.</p> <p>3. UNDP does not warrant that any quantity of Goods and/or Services will be purchased during the term of this arrangement, which shall be for one year.</p> <p>4. In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the duration of this Agreement, the Supplier/Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Long Term Agreement."</p>
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Evaluation Criteria

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. Only proposals that achieve above the minimum of 700 points (i.e. at least 70% of the total 1000 points) on the substantive presentation shall be reviewed for price.

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

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
Total			1000

Form 1- Technical Proposal Evaluation		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	80
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - project financing capacity - project management controls 	80
1.3	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for UNDP/ major multilateral/ or bilateral programmes	140
		300

Form 2 Technical Proposal Evaluation		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	80
2.2	Have the important aspects of the task been addressed in sufficient detail?	80
2.3	Is the scope of task well defined and does it correspond to the TOR?	120
2.4	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	120
		400

Technical Proposal Evaluation Form 3		Points Obtainable
Management Structure and Key Personnel		
3.1	International Security Expert	40
	General Qualification	
	Suitability for the Project	
	- International Experience	
	- Professional Experience in the area of specialization	
	- Knowledge of the region (Afghanistan)	

3.2	Project Manager			60
	General Qualification			
	Suitability for the Project			
	- International Experience	20		
	- Professional Experience in the area of specialization	30		
	- Knowledge of the region (Afghanistan)	30		
	Total			
3.3	Guard Supervisor			100
	General Qualification			
	Suitability for the Project			
	- International Experience	20		
	- Professional Experience in the area of specialization	60		
	- Knowledge of the region (Afghanistan)	40		
	Total			
3.4	Trainer			100
	General Qualification			
	Suitability for the Project			
	- International Experience	20		
	- Professional Experience in the area of specialization	50		
	- Knowledge of the region (Afghanistan)	30		
	Total			300

Section 3: Terms of Reference (TOR)

Provision of Equipped Security Guards, Unarmed Guard and Equipped EDD Teams

A. *Project Title: UNDP Afghanistan and other UN Agencies and Sister Concerns*

B. *Project Description*

UNDP intends to secure the services of a professional contractor/s to provide, manage and operate security services, including equipped security guards, unarmed guards and equipped EDD teams at the UNDP, UN Agencies and other UN Sister concerns' facilities across Afghanistan. UNDP intends to award a contract/s for one year, with the possibility of extension for 4 additional years at UNDP's discretion. This contract will be awarded to the service provider/s that can clearly demonstrate through a written proposal a high degree of experience, ability, competency and best-practice in security services.

C. *Scope of Services, Expected Outputs and Target Completion*

UNDP Afghanistan is seeking the services of professional companies that can provide the following security services throughout Afghanistan:

- a. Provision of highly experienced International Security Expert with minimum 6 years of Military/Police background.
- b. Provision of a fully trained and equipped guard force of armed Third Country National (TCN), preferably former UK, or Indian, Army Gurkhas, at UNDP facilities across Afghanistan as and where required;
- c. Provision of trained and equipped Afghan unarmed guard force personnel at UNDP facilities as and where required;
- d. Provision of fully trained and equipped EDD teams, each team consisting of one trained explosive detection dog and one TCN handler, at UNDP facilities across Afghanistan as and where required;
- e. Continuous and ongoing training and re-training of all contracted security personnel and resources on a regular, programmed and scheduled basis as agreed between the service provider and UNDP Security Team.

The service provider/s shall provide all supervisory, management and other personnel with the required experience, education and ability and other resources to plan and provide security services operations to the UNDP facilities across Afghanistan as defined in the Statement of Works. The service provider/s shall perform to the standards and shall follow all applications and directives as identified in the Statement of Works to include international best practice procedures.

Static Protection of United Nations Personnel, Premises and Property

Objective

1. Provide a visible deterrent to potential attackers and an armed response to repel any attack in accordance with the Use of Force Policy developed by the Contractor, in accordance with the requirements of this Statement of Works.

Basic Functions

2. Conduct access control of vehicles and pedestrians to the designated premises or area
 - a. Use of electronic body and package search equipment
 - b. Personnel searches for non-United Nations personnel
 - c. Vehicle searches
 - d. Building searches for suspected explosive devices
 - e. Visitor control systems
 - f. Badge issuance and control
 - g. Mail screening
3. Patrol the designated premises or area
 - a. Identify and report suspicious persons or objects which may cause a security concern
 - b. Subsequently contain or remove suspicious persons or objects which may cause a security concern.
4. Monitor and respond to intrusion and safety alarms
5. Maintain guard post records and logs and preparation of incident reports
6. Provide First Aid to United Nations personnel in the event of incidents

Armed response during the course of delivering basic functions

7. Protect United Nations personnel, premises and property within the designated area in accordance with the Use of Force Policy developed by the Contractor, in accordance with the requirements of this Statement of Works.

The Duties of the International Security Experts:

The Expert may be deployed in roles related, but not limited, to the following:

- Training development and execution
- Premises security planning and oversight
- Guard force management
- Incident management
- Liaison roles between UN entities and ISAF and/or ANSF
- Information analysis and report preparation
- Development of SOPs

The precise nature of the role is to be formally agreed between the contracting agency, and the provider and submitted as an annex to the agreement.

The Duties of the Armed Security Personnel:

The service provider/s shall be responsible for providing all equipment, materials, weapons and personnel for the execution of the services. UNDP will approve the equipment, uniforms and other materials prior to their use in the performance of this contract.

The service provider/s shall provide properly qualified security personnel and resources, in the correct numbers, equipped with the correct equipment and skills to carry out the functions and duties as contained in this Statement of Works.

- Individual shifts and duty-rosters will be prepared by the provider, in consultation with the UNDP Security Manager, and based on the latest Security Risk Assessment (SRA) pertinent to the location.
- The basis of shift rotation will provide; (a) an on-duty team, (b) a stand-by team, and (c) an off-duty component on the proviso that the guard force must be ready and equipped to deal with any internal emergency or external act of aggression at any time of the day or night. The full complement of staffing as prescribed for the facility, leave and sick staff will not be carried as staff complement.
- Working Hours and Compulsory Time Off:
- Security personnel may not be on-duty for longer than 8-hours in a 24-hour period and must receive one continuous 24-hour break (paid) off-duty in every 7 days;
- Security Personnel are to receive a minimum of one full week (paid) of 7 days break outside of their duty-station every 3 months;
- Home leave to be granted in terms of company policy.

The Duties of the Unarmed Security Guards (Afghan National Guards) will include:

Under the direct supervision of the Guard Supervisors, the guards perform the following duties:

- Tasks as detailed in the “Basic Functions” detailed above, tasks 2, 3, 4, 5 & 6
- Other security duties as directed by the FSA

The Duties of the Armed Security Guards will include:

Under the direct supervision of the Guard Supervisors, the guards perform the following duties:

- Protect staff in the UNDP compounds against external aggressors
- To man static sentry posts and to be located at vantage points to be designated by the UNDP FSA.
- To conduct regular patrols within the UNDP compounds during day and to report anything unusual through the guard supervisor
- To provide armed escorts to VIP staff whenever required and detailed by the Guard supervisor
- To report any deficiencies in physical security to the FSA
- To perform other security duties as detailed by the FSA either on an individual basis or within a team.

The Duties of Guard Supervisor will include:

Under the direct supervision of the UNDP Security Team the Guard Supervisors perform the following duties:

- Exercise Command and Control of all guards
- Plan static security tasks and implement these plans; these must include a sound guard's shift roster to allow for adequate and robust presence at all times
- Detail armed escorts to accompany staff for VIP staff movements, under exceptional circumstances, whenever required and instructed by the UNDP Security Unit.
- Study existing UNDP and UNDSS security and contingency plans
- Rehearse guards regularly on security response to all attack modalities
- To exercise and demonstrate sound leadership and initiative at all times
- To function effectively under pressure to counter threats, including hostile elements
- Liaison with other security entities including MoI Guards and supervisor of local security personnel
- Conduct limited training, drills, and revision as required
- Make evaluations on mission tasks and recommend changes and improvements to drills, plans and skill sets
- To submit daily incident reports to the UNDP Security Team
- Perform other related security duties as designated by the UNDP Security Team
- The Guard Supervisor should have sufficiently comfortable conversational English to be able to interact with UNDP Security Team, during times of incident, without difficulty

Explosive Detection Dog Teams:

The service provider shall be responsible for providing all basic equipment, and EDD specialist equipment for the execution of the services. UNDP will approve the equipment, uniforms, materials and resources prior to their use in the performance of this contract.

Dog Handlers should be seen as Armed Guards with specific specialist duties. During hostile acts against the compounds to which the Handlers are assigned, the Handlers will be expected to augment the standing Armed Guard Force. As such, only international personnel (TCN) will be considered appropriate by UNDP.

The service provider shall provide properly qualified and experienced security personnel, dogs and resources, in the correct numbers, equipped with the correct equipment and skills to carry out the functions and duties as contained in this Statement of Works.

All personnel employed as EDD handlers should have successfully completed an appropriate EDD Course and have undergone on the job training. Operators must produce proof of training on request.

UNDP prefers dogs that have been selected and trained to a level commensurate with UK or US military or police standards. Only single-purpose dogs for specialist explosives detection work will be considered. UNDP prefers working breeds such as Labrador, Retriever, Springer Spaniel, Cocker Spaniel or Malinois. Breeds should generally be short-haired, and adaptable to working in the extremes of

climate experienced within Afghanistan.

UNDP will accept integrated dog teams only. A handler is deployed with the dog that he is trained with. No interchange without re-training, integration (bonding), and appropriate testing and recording of test results is permitted. UNDP may request an accreditation certificate.

Working Hours and Compulsory Time Off:

- Security personnel may not be on-duty for longer than 8-hours in a 24-hour period and must receive one continuous 24-hour break (paid) off-duty in every 7 days.
- EDD Utilization Guidelines.
 - 15/30-minute at a time to detect explosives on a suspect or presumed carrier rather than to be used to routinely search every subject presented at the control point. Employ EDDT for 4/6 hours per day, not counting rest intervals.
 - Ensure quality resting place. (Contractual demand).
 - Every effort must be made to reduce the time of travel to the work site. Handlers and dogs should be fresh on their arrival.
 - Reduction in working time (on targets) in extreme high or low temperatures (as per EDD SOP). The EDDT remain on stand-by for the duty period in the quality resting place.
 - EDDT on same leave cycle as guards.
- Security Personnel are to receive one full week (paid) of 7 days break outside of their duty-station every 3 months

The Duties of the EDDT will include:

Primary Task:

Search targets presented in Search Areas to detect explosive vapor and indicate the possible position of the source of such vapor – vehicle, area, baggage and cargo searches.

Secondary Tasks:

- Daily, on-site orientation and training prior to the commencement of the operational task. The verification task in the paragraph below will be considered a warm up and can include detection training / rehearsal. Record in OB and sign.
- Verify the area surrounding the facility being protected, critical parts of it or the Search Area prior to commencing operations.
- Assist in reduction search or as indicator in buildings in Bomb Threat situations.
- Task Quality - Non-Conformity. Record and report failure to detect explosives in excess of 10gr on a human target or 100gr in a vehicle.
- Supply and Control Smell strips or small quantities of Explosives Used for EDD Training and Testing at every site.

- Maintain awareness of developments in use of different (and new) forms of explosives in Afghanistan and ensure that EDDT's are suitably trained and capable.
- Acceptable maintenance of EDD health, living conditions and veterinary services.

Trainer/Instructor:

The service provider of the armed TCN guard contract will include the costs of the trainer in their financial proposal. Similarly the service provider of the Explosive Detection Dogs Teams will also include the costs of the controlling official (Quality Control and EDDT accreditation) in their financial proposal.

The service provider shall be responsible for providing all equipment, materials, weapons, ammunition, personnel for the execution of the training services. UNDP will approve the equipment, uniforms, materials and resources prior to their use in the performance of this contract.

The service provider shall provide properly qualified security instructors, in the correct numbers, equipped with the correct equipment and skills to carry out the functions and duties as contained in this Statement of Works.

The Service Provider shall provide regular and continual security training at all locations across Afghanistan where security personnel and explosive detection dog teams are deployed in support of UNDP.

The purpose of the Trainer is to supply advanced training that integrates guard forces into site requirements, specifically abilities beyond control tasks. The Trainer will imbed protection and defensive capabilities. The guard force must be capable of:

- Repelling an attack
- Executing a counter attack (including within buildings or structures)
- Capable of holding the facility and executing a controlled and disciplined fire-fight.
- Establishing and holding a cordon
- The crux of the training will be defensive capabilities as a team.

In addition to the above, the Trainer will be responsible to provide – and assess competency in – first aid, marksmanship, rules of engagement, communications, and SOPs.

D. Institutional Arrangement

RESPONSIBILITY OF THE SUCCESSFUL PROPOSER

Company:

The service provider shall be properly registered in terms of the laws of Afghanistan and shall be fully compliant with national security industry regulations and will obtain all the necessary certifications, import and export licenses, in-country permits and licenses for the security personnel, explosive

detection dogs and all of the required equipment. The provider should be a licensed and approved provider of security services, to diplomatic entities, within Afghanistan.

The Contractor will be responsible to provide all weapons, ammunitions, uniforms, communications equipment and personal protective equipment necessary for the proper conduct of the services detailed in the contract. This should also include sufficient ammunition to fulfill training requirements.

The service provider will be responsible to maintain and ensure the highest degree of morale and wellbeing of their personnel, and will be required to provide whatever recreational equipment is necessary to achieve this.

The service provider will be required to provide evidence of their proposed rotation and leave plan.

The service provider of the EDD teams will be responsible to provide housing, shelter, exercise, and any other facilities and requirements for accommodating Explosive Detection Dogs to appropriate levels as determined and set by international industry standards and best practice. If in doubt, apply standards for MDD (Mine Detection Dogs) as per IMAS (International Mine Action Standards) will apply.

The Contractor will be responsible for providing uniforms and specialist equipment for the personnel, as follows:

Uniform:

- All Guards to be presented in smart, matching uniforms. Uniform should consist of trousers, shirt, boots, appropriate headwear and suitable winter clothing to include pullovers, jackets, gloves etc. The colour and style of uniform should be approved by UNDP and would normally consist of combat/cargo-style trousers, matching shirts, high-lace boots (black or tan). Colours should be neutral – tan, black, blue preferred – and not emblazoned with logos, emblems etc.

Duty Equipment:

- Armed Guards (Should include, but not limited to):
 - Assault rifle (iron or optic sights acceptable), 8 x magazines of 30 rounds
 - Chest-rig/webbing or battle bag
 - NIJ Level 4 body armour and NIJ Level 3 helmet
 - Motorola VHF Radio
 - Personal trauma pack
 - Whistle
 - Protective eyewear
- Dog Handlers Whilst conducting their primary role in handling the EDD:
 - Semi-automatic pistol, 5 x full magazines

- Motorola VHF Radio
- NIJ Level 4 body armour and NIJ Level 3 helmet
- Whistle
- Protective eyewear
- In addition to the above, the Dog Handler must also have the full list of equipment nominated for the Armed Guards (rifle etc), on standby in the area of their work, should they need to switch roles at short notice.
- Unarmed Guards:
 - Motorola VHF Radio
 - NIJ Level 4 body armour and NIJ Level 3 helmet
 - Whistle
 - Protective eyewear

Planning

Taking into account the requirement for interoperability between all components of the UNDP protection forces, the Service Provider will compile, in conjunction with the UNDP FSA, an integrated security plan for each location to which personnel are deployed.

Personnel:

The service provider must provide qualified and experienced personnel to accomplish the duties and work as stipulated and required by this Statement of Works. The personnel provided must be employees of the service provider and shall be legally enabled to work within Afghanistan. The service provider shall be able to provide relief personnel to cover for mandatory time-off, holidays or illnesses.

The successful contractor shall provide and maintain each of their personnel with adequate life insurance, medical insurance including medical evacuation, and third-party liability coverage

The use of alcoholic beverages and/or illegal drugs by the service provider personnel, while on duty, is strictly forbidden. The service provider shall immediately remove and replace any employee who is under, or strongly suspected of being under, the influence of alcohol or drugs.

All security personnel shall wear identification badges with a minimum of the service provider's name and the employee's name.

The Contractor will provide a weekly status update report, in addition, they will be required to report any identified security deficiency and/or any security incidents immediately to the FSA.

The contractor will be responsible for the provision of life support services such as food, water, medication for TCN personnel and EDDs.

RESPONSIBILITY OF UNDP/UN Agency/UN Sister Concern

The contractor will be provided with the following:

- Living quarter equipped with basic furniture, such as, bed, chairs, desks and basic kitchen equipment.
- Appropriate sized location to house kennels and other K9 related equipment. However, the contractor will provide kennels.
- The UN will provide suitably equipped and protected guard posts, standard of which will be agreed between UN and the contractor.
- Appropriate communication equipment in order to enable the contractor to communicate with UN position and personnel, such as, desk phones and radio programming capability.

E. Duration of the Work

As mentioned above, UNDP intends to award a contract/s to the successful bidder(s) for an initial period of one year with possibility of extension of another 04 (four) years at the discretion of UNDP based on the satisfactory performance of the Contractor.

F. Location of Work

Below is an indicative number of UNDP's current requirement. However, this requirement may change, which will be communicated with the selected contractor as and when necessary.

No.	Facility	City	Security Personnel		Modality
			Supervisor	Guard	
1	Location 1	Kabul	1	8	24/7
2	Location 2	Mazar	2	10	24/7
3	Location 3	Jalalabad	2	10	24/7

No.	Facility	City	EDD Teams		Modality
			Handler	Dog	
1	Location 1	Kabul	1	1	24/7
2	Location 2	Mazar	2	2	24/7
3	Location 3	Jalalabad	2	2	24/7
4	IEC HQ Compound	Kabul	2	2	07h00 to 18h00 6 days per week

No.	Facility	City	Trainers/Instructors	Modality
-----	----------	------	----------------------	----------

1	Throughout Afghanistan	Throughout Afghanistan	1	6 days per week
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It is anticipated that UN locations during the course of the contract may change. Any changes with regard to number of personnel and/or additional (or fewer) locations will be agreed in writing between UN or UNDP and the Contractor.

G. Qualifications of the Successful Service Provider at Various Levels

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

The Proposer shall ensure that all its personnel employed and assigned to perform under any Contract resulting from this solicitation meet or exceed the following minimum criteria.

- must be at least 25 years of age;
- be physically fit and able to perform all general patrol duties, functions and activities;
- be free from all communicable diseases;
- be well proportioned, as to height and weight;
- be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
- be verified as having armed military or police background;
- have binocular vision correctable through the use of glasses/contact lenses to 20/30; and
- have adequate color acuity and be capable of hearing normal conversation at three (3) meters with either ear, without the benefit of a hearing aid.

International Security Experts: In response to arising requirements, it may be necessary for UNDP or other UN Agencies to bolster their own in-house capacity, with that of contract international security experts. Such experts, if/when deployed will report to the Senior Security Officer of the contracting organization, in a possible variety of roles. Such personnel, based in Kabul, should meet meeting the following requirements:

The International Expert should have previous, and demonstrable, command experience in the military or police, with a minimum of 6yrs of experience. S/he should have:

- Fluent English
- Clear and developed leadership skills
- Demonstrated capacity in training development and execution
- Experience of compilation and implementation of security plans for facilities
- Successful experience of working with third country national and, ideally, Afghans
- Excellent interpersonal skills, with all levels of seniority
- Excellent writing/staff-work
- A good understanding of the requirements of the nature of working with the United Nations or any other international organizations, and personnel

The Guard Supervisor: Should, as a minimum, have previously held the military or police rank of Sergeant. In addition to the skills required for the guards, supervisors are to have demonstrable skill in:

- Conversational level English
- Leadership skills
- Command and control
- Proven tactical ability in urban and rural environments
- Writing and issuing operational orders during combat and non combat situations
- Preparation and submission of daily incident reports
- Supervising small teams of security personnel
- Identifying and locating defensive positions when and where the operational situation requires
- Supervising security measures and practices in base camp environments
- Navigation and map reading
- Undertaking formal training and general instruction
- Excellent small arms weapon handling skills for theatre.
- Defensive layout, continuous improvement of layouts.
- Counter-penetration operations.
- Fire plans and Fire Control.
- Disciplinary hearings

The Armed Guards: Should, as a minimum, have previously served in an armed military or police force and have demonstrable training and experience in small-unit tactics

- The service provider will provide sufficient evidence that personnel of the Guard Force have the leadership, technical background, and experience appropriate to carry out the above-mentioned activities, and medically fit for purpose / remote deployment.
- Personnel assigned must be able to work in a cooperative fashion with UNDP staff, Afghan host country security elements and designated security focal points
- Personnel must be able to deliver work that is not in conflict with priorities, goals and ethics of UNDP and the United Nations.
- Have knowledge and understanding of access control procedures
- Have high standards of personal discipline
- Have a basic knowledge of combat first aid
- Have proven ability to operate their weapons as part of a defensive/offensive situation or when on or in vehicles especially when in a temporary defensive positions
- Have a proven ability to follow orders within a combat situation and clear understanding of basic battle drills
- Have basic navigation and map reading skills
- Have a high level of interpersonal and communication skills
- Have a basic level of communication in English both verbally and written
- Have a basic knowledge in survival techniques in the Afghan environment
- Have a proven ability to operate radio & telecommunication equipment and a basic ability to follow procedures for HF, VHF and other systems used by the UN
- Demonstrated ability to live in field conditions for extended periods

The Explosive Detection Dog Team:

- The EDDT must be an accredited and integrated working unit.
- The service provider will need to provide sufficient evidence that the EDDT, have technical background, and experience appropriate to carry out the Explosive Detection function.
- The team (Handler and dog) must be medically fit for purpose / remote deployment. The dog in particular must be acclimatized or adapt within 5 days.
- The EDDT must be able to work in a cooperative fashion with other functionaries in the access control area.
- The Handler must have thorough knowledge of EDD application, and limitations.
- The Handler must have high standards of personal discipline and dog care.
- The Handler must be able to communicate with guards and the supervisor.
- The Handler must have the ability to communicate the environmental requirements and neutralizing effects in an environment to the Control Point Supervisor.
- The Handler must be able to communicate by VHF radio & telephone.
- The Handler must have the ability to live in field conditions for extended periods, sustain himself and his dog whilst maintaining functional standards.

The Unarmed Guards:

- The service provider will need to provide sufficient evidence that personnel of the Unarmed Guard Force have the training and experience appropriate to carry out the required activities, and be medically fit for purpose / remote deployment.
- Must have undergone a comprehensive training programme with the provider, before deployment.
- Personnel assigned must be able to work in a cooperative fashion with UNDP staff, Afghan host country security elements and designated security focal points
- Personnel must be able to deliver work that is not in conflict with priorities, goals and ethics of UNDP and the United Nations.
- Have knowledge and understanding of access control procedures
- Have high standards of personal discipline
- Have a basic knowledge of first aid
- Have a high level of interpersonal and communication skills
- Have a basic level of communication in English both verbally and written
- Have a proven ability to operate radio & telecommunication equipment and a basic ability to follow procedures for VHF and other systems used by the UN

The Company:

The service provider/s must be able to provide proof of the following:

- Must demonstrate at least 5 years of experience in the security industry, particularly in the fields related to this Statement of Works
- Must provide references of satisfactory services provided in the fields of providing armed TCN guards and explosive detection dog teams
- Must provide a communication plan to ensure successful management of the contract.

- Must demonstrate a capability to manage their personnel on the ground, particularly those deployed in the regions
- Must demonstrate that they have an acceptable security-training program and that the personnel offered will have received proper security training.
- Must be able to provide relievers at short notice.
- Must be properly registered in accordance with Afghanistan laws and legislation.
- Must provide details of employment benefits provided to their employees.
- Must ensure that security personnel are given sufficient rest-days, providing an R&R and rotation schedule.

H. Scope of Proposal Price and Schedule of Payments

Once a Contractor is awarded with the Contract, in full consideration of the complete and satisfactory performance of the Services under the Contract, the relevant UN agency/Sister Concern shall make payments to the Contractor in accordance with the pricing structure set forth in the Pricing Table. The Pricing Table shall remain fixed and firm throughout the Initial Term, or Extended Term, as the case may be, unless explicitly stated otherwise.

I. Criteria for Selecting the Best Offer

The below method will be used:

Combined Scoring method – where the qualifications and methodology will be weighted a maximum of 70%, and combined with the price offer which will be weighted a maximum of 30%;

Section 4: Proposal Submission Form¹⁰

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

We hereby declare that :

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

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

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

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

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

We remain,

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

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

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

Proposer Information Form¹¹

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

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

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

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)¹²

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

RFP No.: *[insert number]*

Page _____ of _____ pages

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

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

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT

INSERT TITLE OF THE SERVICES

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION

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

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

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

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

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

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.

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

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

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

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

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

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

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

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

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

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

SECTION 3: PERSONNEL

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

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

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

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

Declaration:

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member

Date Signed

Section 7: Financial Proposal Form¹³

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

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

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

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

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

A. Cost Breakdown per Deliverables*

SN	Description	Unit Cost (in US\$)
	Throughout Afghanistan	
1	- International Security Experts	
2	- Trainers/Instructors	
3	- Gurkha Supervisor	
4	- Gurkha Guards	
5	- Gurkha Dog Handler and EDD	
6	- Unarmed Guard	
7	- Mobilization Cost (One Time Lump Sum)	

**Basis for payment tranches*

B. Cost Breakdown by Cost Component:

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

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

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

Section 8: FORM FOR PROPOSAL SECURITY

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

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY¹⁴

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

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

Section 10: Form for Advanced Payment Guarantee¹⁵

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

Beneficiary: _____
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

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

[Name and Address of UNDP]

We have been informed that [name of Company](hereinafter called "the Contractor") has entered into Contract No. [reference number of the contract] dated [insert: date] with you, for the provision of [brief description of Services](hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in words] ([amount in figures]) is to be made against an advance payment guarantee.

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2____,¹⁷

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

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

¹⁷ Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the

whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

following text to the form at the end of the penultimate paragraph : "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee.

Section 11: Contract for Professional Services

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

[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]

CONTRACT NO.

**between
THE UNITED NATIONS/ UNITED NATIONS DEVELOPMENT PROGRAMME
and
(Company)**

FOR THE PROVISION OF ARMED SECURITY SERVICES

This Contract is entered into by and between the [United Nations, an international intergovernmental organization founded by its Member States pursuant to the Charter of the United Nations, signed on 26 June 1945, and having its headquarters in New York, New York, 10017, USA] (the “[United Nations]” or the “[UN]” or the [UNDP]), and (Company), an entity incorporated under the laws of Afghanistan, and having its headquarters at (Address) (the “Contractor”). The [United Nations] and the Contractor are collectively referred to herein as the “Parties”, and each individually as a “Party”.

WITNESSETH

WHEREAS, the [UN] requires the provision of armed security services to protect [UN] property and personnel, as further set out in the Statement of Works and other Contract Documents, and the UN wishes to engage the Contractor to provide such services in accordance with the terms and conditions set forth in this Contract;

WHEREAS, the Contractor represents that it possesses the necessary equipment, facilities, qualified personnel, financing and infrastructure to perform such services, and is ready, willing and able to accept this engagement with the [UN] and provide such services in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and efficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1. Definitions; Contract Documents and Non-exclusivity

Definitions

1.1 For the purpose of this Contract, the words and expressions below shall have the meanings as follows:

“Area of [UN] Operations” means the areas and regions in which [UN] is operating in Afghanistan.

“Applicable International, National and Local Laws” shall mean all international law,

treaties, conventions and custom, and all national and local statutes, laws, ordinances, decrees, rules, regulations and by-laws, which are applicable to the performance of the Services, including but not limited to the following (i) international humanitarian law; (ii) international human rights law; (iii) international criminal law; and (iv) national tax, employment and criminal laws in the Area of [UN] Operations and in the jurisdiction in which the Contractor is incorporated.

“Code” shall have the meaning set forth in Article 4.7.

“Contract” shall have the meaning set forth in Article 1.2.

“Contractor” shall mean the entity identified in the first paragraph of this Contract.

“Contractor’s Representative” shall have the meaning set forth in Article 7.1.

“Contractor’s Use of Force Policy” shall mean the document attached hereto as Annex E.

“Contractor’s Weapons Manual” shall mean the document attached hereto as Annex F.

“day” means a calendar day.

“Effective Date” shall have the meaning set forth in Article 2.1.

“Extended Term” shall have the meaning set forth in Article 2.3.

“General Conditions” shall mean the United Nations General Conditions of Contract for the Provision of Services (Revision September 2011) attached hereto as Annex A.

“Governmental Body” means any nation or government, any state or other political subdivision thereof and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government and their relevant departments or offices.

“Initial Term” shall have the meaning set forth in Article 2.2.

“Issuer” shall have the meaning set forth in Article **Error! Reference source not found..**

“Issues” shall have the meaning set forth in Article 20.1.

“List of Personnel” shall mean the list of Personnel in Annex C hereto, which lists the job category and obligations of all Personnel, as further detailed in the Statement of Works, which are to be engaged by the Contractor to provide the Services.

“Management Meetings” shall have the meaning set forth in Article 14.1.

“Parties” or “Party” shall have the meaning set forth in the first paragraph of this Contract.

“Personnel” shall have the meaning set forth in Article 9.1.

“Performance Security” shall have the meaning set forth in Article 0.

“Premises” shall mean the premises of the [UN] in the Area of [UN] Operations.

“Pricing Table” shall mean the document attached hereto as Annex C.

“Screening Process” shall have the meaning set forth in Article 4.15.

“Security Plan” shall have the meaning set forth in Article 11.4.

“Services” shall have the meaning set forth in Article 4.1.

“Standard Operating Procedures” shall have the meaning set forth in Article **Error! Reference source not found..**

“Statement of Works” shall mean the document attached hereto as Annex B.

“Transition-out Plan” shall have the meaning set forth in Article 19.2.

“[UN]” or “[United Nations]” shall mean the entity identified in the first paragraph of this Contract.

“[UN] Equipment List” shall have the meaning set forth in Article 10.5.

“UN MORSS” shall mean the United Nations Minimum Operating Residential Security Standards.

“UN MOSS” shall mean the United Nations Minimum Operating Security Standards.

“[UN’s] Representative” shall have the meaning set forth in Article 7.2.

Contract Documents

- 1.2 This document, together with the following Annexes, all of which are incorporated herein by reference (“Contract Documents”), constitute the entire contract between the Parties (the “Contract”):

Annex A:	General Conditions;
Annex B:	Statement of Works;
Annex C:	List of Personnel and Pricing Table;
Annex D:	Form of Performance Security;
Annex E:	Contractor’s Use of Force Policy;
Annex F:	Contractor’s Weapons Manual; and

- 1.3 The Contract Documents are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the following order of priority shall apply:

1.3.1 first, this document;

1.3.2 second, the Annexes to this document in the descending order of priority set out in Article 1.2 above.

- 1.4 This Contract embodies the entire agreement of the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, if any, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.
- 1.5 Any document issued in connection with this Contract shall be consistent with the terms and conditions of this Contract and, in case of any inconsistency, the terms and conditions of this Contract shall prevail.

Non-exclusivity

- 1.6 The Parties acknowledge and agree that the provision of Services and any other related services by the Contractor under this Contract is strictly on a non-exclusive basis. The [UN] shall have the right, at its sole discretion and at any time, to procure or otherwise obtain any of the Services, in whole or in part, or similar services from any other sources other than the Contractor during the Initial Term or Extended Term.

ARTICLE 2. Term of Contract

- 2.1 This Contract shall come into effect from
- 2.2 This Contract shall remain in effect for an initial term of (period) from the Effective Date, unless the Contract is earlier terminated in accordance with the terms of this Contract ("Initial Term").
- 2.3 The [UN] shall have the right, at its sole option, to extend the Initial Term on the same terms and conditions as set forth in the Contract, for a maximum of (Period) additional period[s], provided that the [UN] provides the Contractor with written notice of its intent to exercise the option to extend the Contract at least () day[s] prior to the expiration of the Initial Term.

ARTICLE 3. Contractor's Representations and Warranties

- 3.1 The Contractor acknowledges and agrees that:
- 3.1.1 the [UN] does not warrant the size and distribution of the [UN] presence in the Area of [UN] Operations, the nature of the [UN] operations or its pattern of deployment;
- 3.1.2 the data and information provided in the Statement of Works, including, but not limited to, the size and distribution of the [UN] presence in the Area of [UN] Operations, the nature of the [UN] operations, the number and pattern of the deployed [UN] personnel or current and prospective levels of Services, which have been provided to the Contractor for its convenience only and the Contractor

acknowledges and agrees the [UN] does not warrant, and shall not be responsible for, the accuracy, correctness and completeness of any such data and information;

- 3.1.3 the Contractor has satisfied itself as to the correctness and sufficiency of the data and information provided by the [UN], including, but not limited to, the data and information specified in Article 3.1.2, in order for the Contractor to perform the Services and meet its obligations under this Contract;
- 3.1.4 the Contractor shall be able to perform the Services in accordance with the terms and conditions of this Contract;
- 3.1.5 the [UN] shall not be liable to the Contractor for any direct, indirect or consequential losses (including, but not limited to, lost profits or other losses) resulting from the Contractor's reliance on the data and information provided by the [UN], including, but not limited to, the information and data specified in Article 3.1.2; and

3.2 The Contractor represents and warrants that:

- 3.2.1 all of the information it has provided concerning the Services to be performed pursuant to this Contract, including all information concerning any Personnel or equipment to be used in the performance of such Services, is true, correct, accurate and not misleading and that all Services shall conform to the specifications set forth in the Statement of Works and all other terms and conditions of the Contract;
- 3.2.2 it is financially solvent, and is experienced in and qualified to perform the Services and that it possesses all the necessary qualified and experienced Personnel, equipment, facilities, resources and infrastructure for the timely and competent performance of its obligations under this Contract;
- 3.2.3 it is knowledgeable of all Applicable International, National and Local Laws and that any Personnel performing the Services under this Contract shall also be knowledgeable of such laws;
- 3.2.4 it has all necessary permits, authorizations and approvals required under all Applicable International, National and Local Laws, including the laws of its own jurisdiction and the Area of [UN] Operations to fully perform all of its obligations under this Contract;
- 3.2.5 it has all necessary permits, authorizations and approvals required under all Applicable International, National and Local Laws of its own jurisdiction to perform the Services set out in this Contract;
- 3.2.6 it has all necessary permits, authorizations and approvals necessary to carry relevant weapons and ammunition required to perform the Services in the Area of

[UN] Operations, and that any Personnel performing the Services under the Contract shall also have such permits, authorizations and approvals;

- 3.2.7 it has all necessary permits, authorizations and approvals required under all Applicable International, National and Local Laws, including the laws of the Area of [UN] Operations, for the import and export of all relevant materials, supplies and equipment (such as weapons, ammunitions, explosives and personal protective equipment) required for the provision of Services hereunder; and

ARTICLE 4. General Responsibilities of the Contractor

- 4.1 The Contractor shall provide all personnel, materials, equipment, supplies, facilities, transportation, training and related services required to perform the provision of armed private security services, as further described in the Statement of Works (the “Services”) in accordance with the terms and conditions of this Contract, except for that specifically identified in this Contract as [UN] furnished.
- 4.2 The Contractor shall take full and unequivocal responsibility for the provision of the Services and means and methods of providing such Services, unless stated otherwise in this Contract. All operations necessary for the performance of the Services shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public order.

Standards of Conduct

- 4.3 The Contractor shall perform the Services in accordance with the terms of this Contract and in accordance with the highest degree of skill, care and diligence exercised by other nationally and/or internationally recognized contractors performing similar services of similar scope and shall ensure that all Personnel, exercise such similar skill, care and diligence.
- 4.4 The Contractor shall perform the Services in compliance with all Applicable International, National and Local Laws (including any changes thereto during the Initial or Extended Term) and shall regularly liaise with the Governmental Bodies to ensure timely compliance with all Applicable International, National and Local Laws bearing upon the performance of the Contractor’s obligations under this Contract. The Contractor shall cooperate with all Governmental Bodies and liaise with the [UN] during provision of Services so as to ensure harmonious relations with the host country. The Contractor’s interactions with relevant Governmental Bodies shall be in accordance with strict instructions given by the [UN].
- 4.5 The Contractor shall implement its own use of force policy, a copy of which is annexed hereto as the Contractor’s Use of Force Policy in Annex E.
- 4.6 The Contractor shall implement its own firearms management procedures, a copy of

which is annexed hereto as the Contractor's Weapons Manual in Annex F.

- 4.7 The Contractor shall comply with all aspects of the International Code of Conduct for Private Security Providers, dated 9 November 2010, regardless of whether the Contractor is a Signatory Company to the Code, including certification thereunder ("the Code") and shall require any Personnel performing the Services under the Contract to comply with the Code, including certification thereunder.
- 4.8 The Contractor shall comply with current UN MOSS and MORSS requirements as well as any UN security plan in the Area of [UN] Operations and shall require any Personnel performing Services under the Contract to comply with UN MOSS and MORSS requirements as well as any UN security plan in the Area of [UN] Operations.

Licenses, Permits and Authorizations

- 4.9 The Contractor shall be responsible for obtaining, at its sole cost and expense, all licenses, permits, authorizations and approvals from Governmental Bodies and other authorities necessary for the performance of the Services, including for the importation and exportation of relevant materials, supplies and equipment (such as weapons, ammunitions, explosives and personal protective equipment) into and out of the Area of [UN] Operations, and shall maintain such licenses, permits, authorizations and approvals current and in good standing for the Initial and Extended Terms of this Contract, as the case may be. Without prejudice to the generality of the foregoing, the Contractor shall be responsible for obtaining, at its sole cost and expense, all entry and exit visas and work permits for Personnel and customs clearances for materials, supplies and equipment provided by or used by the Contractor for the performance of the Services and providing all relevant notices in accordance with Applicable International, National and Local Laws. Upon request, the Contractor shall provide to the [UN] a copy of all such licenses, permits, authorizations and approvals from Governmental Bodies or other authorities necessary for the performance of the Services, including for the importation and exportation of relevant materials, supplies and equipment.

Conditions of Service

- 4.10 Prior to commencing the Services, the Contractor shall have:
 - 4.10.1 completed an inspection and examination of the Premises, relevant areas of the Area of [UN] Operations and other areas where the Services are to be performed and have satisfied itself as to all matters required to perform the Services in such areas, the means of access to the Premises and, in general, all necessary information as to risks, contingencies, and any other circumstances which may influence or affect the Contractor's performance of the Services at the Premises and other areas where the Services are to be performed; and
 - 4.10.2 investigated, determined and verified all Applicable International, National and Local Laws that are to be complied with for the performance of the Services.

- 4.11 The Contractor waives any and all claims against the [UN] arising from or relating to such risks, contingencies and circumstances that are reasonably inferable from the Contract and the nature of the Services, in light of the required pre-contract review, the Premises and Area of [UN] Operations inspection and the Contractor's expertise in the provision of private armed security services.
- 4.12 The Contractor expressly acknowledges that it is aware of the hazardous, harsh and hostile conditions that may prevail in the Area of [UN] Operations and that such conditions may include armed conflict and civil unrest. The Contractor assumes all risks arising from the performance of the Services under this Contract, whether relating to such conditions or otherwise, including, but not limited to, all risks in respect of the death, injury or illness of Personnel, the loss or damage of any property, equipment or supplies belonging to, in the custody of, or under the control of the Contractor or Personnel. The foregoing shall apply equally in respect of property, equipment and supplies provided by the [UN] to the Contractor, and in respect of warehouses and other premises occupied or used by the Contractor. The Contractor acknowledges and agrees that the [UN] will not compensate or indemnify the Contractor, or any Personnel, against any risk or claim whatsoever, arising from or related to the performance of the Services or any conditions in which the Services are to be performed.
- 4.13 The Contractor agrees that the Contractor's failure to perform any Services, or any delay in the performance of any Services, caused by events arising out of or in connection with hazardous, harsh and hostile conditions in the Area of [UN] Operations, including armed conflict and civil unrest, shall not, in and of itself, constitute *force majeure* under this Contract and the Contractor shall be obliged to implement alternative means of performing the Services in accordance with the Contract.
- 4.14 The Contractor shall take all necessary measures to protect against illness, injuries, death or disability of [UN] personnel and third parties and also damage to [UN] property or third party property arising from or in connection with the performance of the Services. The Contractor shall at all times safeguard the personnel and property of the [UN] from loss or damage in connection with the performance of the Services and shall replace, make good, or remedy any such loss or damage at its sole expense to the extent that such loss or damage is due to acts or omissions of the Contractor or its Personnel.

Screening of Personnel

- 4.15 The Contractor shall undertake all reasonable steps, to the [UN's] satisfaction, to verify with relevant Government Bodies that any potential Personnel (i) has not been convicted of any national criminal offences including by a military tribunal, or found by a national or international authority to have breached international criminal law or humanitarian law in any jurisdiction, and (ii) is not subject to any ongoing judicial proceedings, including military, in respect of such offences or violations. The screening process shall include the following:

4.15.1 a criminal background record check with the national police and military services

of the potential Personnel's current country of residence, the country of current employment and the countr(ies) of nationality; and

4.15.2 a verification of the potential Personnel's place of employment for the past five (5) years including, where relevant, a background check with all military or law enforcement employers,

("Screening Process").

- 4.16 The Contractor shall confirm in writing to the [UN] that the Screening Process has been conducted and that only Personnel who meet the above-mentioned requirements are to be engaged to provide the Services.
- 4.17 The Contractor shall promptly inform the [UN] of any material change in the information it has obtained under the Screening Process for Personnel (other than minor traffic offenses committed by Personnel).
- 4.18 The Contractor shall provide the [UN] with a complete and accurate list of the Personnel to be employed to provide the Services.

Training, weapons and protective gear

- 4.19 The Contractor shall require each Personnel to successfully conclude training on the Code, the Contractor's Use of Force Policy and the Contractor's Weapons Manual and the below listed training prior to commencing the provision of Services hereunder, and the Contractor shall provide the [UN] with certification that the Personnel has concluded such training prior the provision of Services:
- (i) firearms handling;
 - (ii) radio communications, including use of [UN] equipment;
 - (iii) access control of the Premises;
 - (iv) counter-terrorist search;
 - (v) "first responder" medical training;
 - (vi) training on the use of specific equipment to be utilized;
 - (vii) hostile surveillance and reconnaissance detection training; and
 - (viii) convoy escort/protection, if applicable.
- 4.20 The Contractor shall require all supervisors of Personnel to have additional relevant experience and training in the supervision of personnel for the provision of the Services under similar circumstances.
- 4.21 Without limiting Article 4.1, the Contractor shall, at its sole cost, provide its Personnel with all necessary (i) weapons, firearms and ammunitions, and (ii) protective clothing, helmets, goggles, or other gear designed to protect the wearer's body or clothing from injury or infection, for job-related occupational safety and health purposes, as may be required by Personnel for the performance of the Services.

Use of Premises

- 4.22 At any time during which the Contractor has access and use of the Premises, the Contractor shall keep the Premises free of accumulation of waste materials or rubbish caused by the operations of the Contractor. At the completion of the Services, the Contractor shall, at its sole cost, remove all waste materials, rubbish, tools, equipment, machinery and surplus materials from and around the Premises. If the Contractor has failed to clean up the Premises upon completion of the Services, the [UN] may do so and the Contractor shall be liable for the costs thereof. The Contractor shall obtain, at its own risk and cost, any additional facilities outside the Premises which it may require for the purposes of carrying out the Services.
- 4.23 The Contractor acknowledges and agrees that it shall provide the [UN] with all information necessary for the [UN] to account for the presence of the Contractor and its Personnel while on the Premises and that it shall take all reasonable measures to ensure that its Personnel conform to and abide by all written or oral UN rules and regulations, policies or directives regarding access to, and safety and security on the Premises within which Contractor or its Personnel may be required to enter upon in order to perform any of the Services in accordance with this Contract.

ARTICLE 5. Specific Responsibilities of the Contractor

- 5.1 The Contractor shall provide Services relating to the guarding of [UN] personnel and property, as further described in the Statement of Works, at the following locations [on the Premises/in the Area of [UN] Operations], by the following number and type of Personnel and during the following dates and times:

(Insert Table)

Any changes with regard to number of personnel and/or locations should be agreed in writing between UN or UNDP and the Contractor.

ARTICLE 6. Responsibilities of the [UN]

- 6.1 The [UN] shall cooperate with the Contractor in a reasonable manner during the Initial and Extended Term of the Contract to facilitate the Contractor's provision of Services hereunder.
- 6.2 The [UN] may, at its sole discretion, provide reasonable assistance to the Contractor in the Contractor's applications for any permits, licenses, authorizations or approvals required by Governmental Bodies and Applicable International, National and Local Laws. The Parties agree that the [UN's] assistance herein shall not relieve the Contractor from its sole responsibility in relation to any permits, licenses authorizations or approvals

from Governmental Bodies or other authorities necessary for the performance of the Services as outlined in Article 4.9.

- 6.3 The [UN] shall provide the the facilities, materials, equipment and supplies as per the attached Statement of Work/Terms of Reference to the Contractor solely for the purpose of performing Services under the Contract.

ARTICLE 7. Parties' Designated Representatives

- 7.1 Within 7 (Seven) days of the Effective Date, the Contractor shall notify the [UN] in writing of the name of the Contractor's designated representative in the Area of [UN] Operations ("Contractor's Representative"). The Contractor may replace its Designated Representative from time to time upon the submittal of written notice to the [UN].
- 7.2 Within 7 (Seven) days of the Effective Date, the [UN] shall notify the Contractor in writing of the name of the [UN's] Representative in the Area of [UN] Operations ("[UN's] Representative"). The [UN] may replace its Representative from time to time upon the submittal of written notice to the Contractor.
- 7.3 The Contractor's Representative and the [UN's] Representative shall be the relevant points of contact for the Parties for all matters concerning the execution and performance of this Contract, including the Contractor's performance review, security and the day-to-day administration of the Contract.

ARTICLE 8. Contract Price; Payment

- 8.1 In full consideration of the complete and satisfactory performance of the Services under the Contract, the [UN] shall make payments to the Contractor in accordance with the pricing structure set forth in the Pricing Table. The Contractor acknowledges and agrees that the prices listed in the Pricing Table shall remain fixed and firm throughout the Initial Term, or Extended Term, as the case may be, unless explicitly stated otherwise. The Contractor acknowledges that the prices listed in the Pricing Table are inclusive of all equipment, supplies, supplies, tools, wages (including overtime and severance payments), leave (including annual leave, rest and recuperation leave, sick leave, parental leave and leave without pay), training, insurance, Personnel benefits, transportations costs and any other costs, expenses, charges or fees that the Contractor may incur in connection with the performance of the Services. Without prejudice to or limiting the provisions of Article 20 of the General Conditions, the prices listed in the Pricing Table also include any taxes, duties, levies and other charges of any nature imposed by any authority or entity that are applicable to the [UN].
- 8.2 The maximum ceiling Amount for this Contract shall not exceed (Amount). However, UN/UNDP does not guarantee any quantity of goods and services will be procured during the period of this Contract.

- 8.3 The UN/UNDP shall pay the Contractor based on the actual use of supervisors, guards, EDDs etc. upon certification by Head/Authorized staff member of UNDP Security Team.
- 8.4 The Contractor shall submit its invoices for all Services provided to the [UN] in accordance with this Contract, together with all supporting documentation as the [UN] may require, within 10 (Ten) days of the end of each month to UNDP Contract Management Unit (CMU).

Attn: (Details will be provided)1q

- 8.5 The Contractor's invoice shall specify at a minimum, the Contract number, a description of the Services, the unit prices, as applicable, and the total price for the invoice.
- 8.6 The [UN] shall pay the Contractor within 30 (Thirty) days from the [UN's] receipt of the Contractor's invoices and supporting documentation in accordance with this Contract and the [UN's] certification that the Contractor has provided Services represented by the invoice in accordance with the terms and conditions of the Contract, unless the [UN] disputes the invoice or a portion thereof.
- 8.7 All payments due to the Contractor under this Contract shall be made by electronic funds transfer to the Contractor's bank account, the details of which have been notified by the Contractor, as follows:

Bank Name:

Account Number:

Swift Code:

Account Name:

Bank Address:

- 8.8 Payments made in accordance with this Article 8 shall constitute a complete discharge of the [UN's] obligations with respect to the relevant invoices or portions thereof submitted by the Contractor in payment for performance of the Services.
- 8.9 Payments effected by the [UN] to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by the [UN] of the Contractor's performance.
- 8.10 The Contractor acknowledges and agrees that the [UN] may withhold payment of the disputed portions, in whole or in part, of any invoice in the event that, in the opinion of the [UN], the Contractor has not performed its obligations in accordance with the terms and conditions of this Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

- 8.11 If the [UN] disputes any invoice or a portion thereof, the [UN] shall notify the Contractor in writing accordingly, giving its reasons for disputing the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, the [UN] shall pay the Contractor the amount of the undisputed portion of the invoice. The [UN] and the Contractor shall consult in good faith to resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, the [UN] shall pay the Contractor the relevant amount, if any, as soon as practicable but in no event later than 30 (Thirty) days from the resolution of such dispute.
- 8.12 In addition to any other rights and remedies available to it, the [UN] shall have the right to set off any payment, indebtedness or other claim, including, without limitation, any overpayment made by the [UN] to the Contractor, owing by the Contractor to the [UN] hereunder, against any amounts which have become due and payable hereunder to the Contractor.
- 8.13 Subject to Article 18.2 of the General Conditions, the Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by the [UN] that are subject to dispute.

ARTICLE 9. Contractor's Personnel

- 9.1 The Contractor shall be responsible for providing all necessary personnel further outlined in the List of Personnel to ensure the satisfactory performance of its obligations under this Contract ("Personnel"). For the purposes of this Contract, the term "Personnel" shall include all Contractor's officials, employees, servants, agents and representatives of the Contractor and their officials, employees, servants, agents and representatives, performing Services under this Contract. Such Personnel shall be suitably qualified and competent as described in the Statement of Works and shall possess the requisite licenses in accordance with Applicable International, National and Local Laws to perform the Services.
- 9.2 The Contractor shall supervise and be fully responsible and liable for all Services performed by Personnel and for their compliance with the terms and conditions of this Contract. Without prejudice to the generality of the foregoing, the Contractor shall ensure that all Personnel performing Services under this Contract are (i) qualified, reliable, competent, properly trained and fully licensed and certified, as required by this Contract, and that they maintain such licenses and certifications current and in good standing; (ii) medically fit to perform the Services; and (iii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such licenses, training, certifications, medical fitness and insurance satisfactory to the [UN] before commencing any Services under this Contract.
- 9.3 The Contractor shall maintain a register of time and attendance records for each individual Personnel which show all hours and locations worked, as further described in detail in the Statement of Works.

- 9.4 The [UN] may, at any time, require the withdrawal or replacement of any of the Personnel, and such withdrawal shall be carried out at the Contractor's sole cost. Any Personnel removed from the provision of Services shall be replaced without delay by a substitute person approved by the [UN].
- 9.5 Any Personnel assigned by the Contractor to the provision of Services, as further outlined in the List of Personnel, shall not be withdrawn or replaced (except on occurrence of their death, disability or resignation) without the prior written consent of the [UN]. There shall be no absences of Personnel in the provision of Services and the Contractor shall not be entitled to payment for Services in the event of any absences. The Contractor shall submit a written request to the [UN] in the event that the Contractor requires the replacement, withdrawal or reassignment of individuals listed in the List of Personnel and the Contractor shall submit, for [UN's] approval, a replacement individual. Such replacement individual shall have completed all the relevant training, be fully licensed and certified, and hold all the relevant qualifications and competencies, as required by this Contract. The Contractor shall bear all costs of recruitment, certification, training and travel of the replacement individual.
- 9.6 All withdrawal or replacement of Personnel shall be affected as quickly as possible and in a manner that will not adversely affect the performance of the Services or the [UN's] operations. The Contractor shall take all reasonable measures, at its sole cost and expense, to minimise the disruption of any Services due to such withdrawal or replacement. The [UN] shall not be liable for any delay in the performance of the Services due to any withdrawal or replacement of Personnel hereunder.
- 9.7 Without limiting and further to Articles 3 and 7 of the General Conditions, the Contractor shall be fully responsible and liable for, and the [UN] shall not be liable for (i) any act, omission, negligence or misconduct of the Personnel; (ii) any costs, expenses, or claims associated with any illness, injury, death or disability of Personnel; or (iii) any illness, injuries, death or disability of [UN] personnel and third parties or damage to [UN] property or third party property. The Contractor shall provide appropriate reparation to any third party for any illness, injuries, death or disability of third parties or damage to third party property arising from or in connection with the acts or omissions of its Personnel. The obligations under this Article 9.7 shall survive the expiration or termination of this Contract.
- 9.8 Without prejudice to Article 13 of the General Conditions, the Contractor shall require all Personnel to sign confidentiality agreements with the Contractor providing that the Personnel may not disclose Information (as defined in the General Conditions) to any third party without the explicit written consent of the [UN].
- 9.9 The Contractor shall ensure that all Personnel can speak and understand English.
- 9.10 The Contractor shall require Personnel to obey all Applicable International, National and Local Laws.

- 9.11 The Contractor shall enforce strict discipline and good order among Personnel and shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or among Personnel and to preserve peace and protection of persons and property on or near the Premises. The Contractor shall not permit Personnel to consume alcoholic drinks or use illegal drugs on or near the Premises, while on duty or 12 (Twelve) hours before duty.
- 9.12 The Contractor shall be fully responsible for the sustainment, accommodation and transportation of its Personnel. Such sustainment shall include the provision of emergency supplies of water, rations and medical equipment. Any services, goods or supplies provided by the [UN] for the sustainment, accommodation and transportation of Personnel shall be at the sole discretion of the [UN] and on a fully reimbursable basis. The [UN] shall be entitled to deduct the cost of such services, goods or supplies, if any, from any payments due to the Contractor in accordance with Article 8.12. UNDP will provide accommodation for guards and supervisors free of cost.
- 9.13 The Contractor acknowledges that it shall be solely responsible for all matters relating to pay and benefits of the Personnel. The Contractor acknowledges that the amounts to be paid by the [UN] to the Contractor outlined in the Pricing Table are correct and sufficient for the provision of the Services in accordance with the terms of the Contract.
- 9.14 Notwithstanding any other provision in this Contract, the Contractor acknowledges and agrees that the [UN] shall have no obligation to evacuate Personnel from the Area of [UN] Operations in cases of medical emergency or due to security developments. The Contractor shall be responsible for evacuating all Personnel in the cases of a medical emergency or due to security developments, including undertaking the necessary post-mortem arrangements and movements of Personnel within and from the Area of [UN] Operations.
- 9.15 Save as expressly provided in Article 11, the Contractor shall be solely responsible for the safety and security of Personnel and their property. The Contractor shall inform all Personnel prior to their deployment of hazardous, harsh and hostile conditions that may prevail in the Area of [UN] Operations and that such conditions may include the possibility of armed conflict and civil unrest and shall ensure that Personnel abide by all applicable [UN] directives and regulations, including all [UN] security rules, regulations, policies and procedures as further specified in Article 11 hereof.
- 9.16 The Contractor shall take all necessary measures to protect against illness, injuries, death or disability of its Personnel and also damage to Personnel property arising from or in connection with the performance of the Services. The Contractor shall at all times safeguard the property of the Personnel from loss or damage in connection with the performance of the Services and shall replace, make good, or remedy any such loss or damage at its sole expense to the extent that such loss or damage due to acts or omissions of the Contractor and other Personnel.

- 9.17 Prior to the commencement of Services by any Personnel, the Contractor shall ensure that each Personnel signs an undertaking which includes acknowledgements that: (i) the [UN] may request the Contractor to terminate the provision of Services by that individual in accordance with the terms of this Contract, including the Statement of Works; and (ii) the [UN] shall bear no responsibility for any costs of termination or repatriation of that individual in accordance with the terms of this Contract, including the Statement of Works.

ARTICLE 10. Materials, Equipment and Supplies

- 10.1 The Contractor shall be responsible for providing necessary materials, equipment and supplies required to perform the Services and as further described in the Statement of Works, except for that specifically identified in this Contract as [UN] furnished. All materials, equipment and supplies provided by the Contractor for the provision of Services shall be of the respective kinds and standards described in the Statement of Works.
- 10.2 The Contractor shall be fully responsible for the lawful purchase and importation of materials, equipment and supplies required under the Contract and for the transportation of all equipment, materials and supplies required for the performance of the Services to and from the Premises, including the packing, loading, unloading and receiving of such equipment, materials and supplies. [Without prejudice to the generality of the foregoing:
- 10.2.1 the Contractor shall inform the [UN] in writing 7 (Seven) days prior to the arrival of any equipment, materials or supplies purchased pursuant to the Contract (in particular weapons, ammunition, explosives and personal protective equipment) and, if requested by the [UN], allow the [UN] to inspect the equipment, materials or supplies prior to their deployment at the Premises;
- 10.2.2 the Contractor shall give the [UN] not less than 7 (Seven) notice of the date on which any major item of equipment, materials or supplies will be delivered to the Premises; and
- 10.2.3 the Contractor shall not remove any major items of equipment, materials and supplies from the Premises without the prior written consent of the [UN]. Such consent shall not be required for vehicles transporting materials, equipment, supplies or Personnel off the Premises.
- 10.3 The Contractor shall, at its sole cost, make all necessary arrangement in obtaining customs clearance of the materials, equipment, vehicles and supplies, required for performance under the Contract. If required, the [UN] may provide assistance at its sole discretion.
- 10.4 The Contractor shall pay all port dues including, but not limited to, wharfage dues, pilotage fees, anchorage, berthage and mooring fees, quarantine dues, loading portage

and overtime for materials, equipment, vehicles and supplies for use directly in connection with the provision of the Services brought into and dispatched from the Area of [UN] Operations by the Contractor. The Contractor shall pay all fees, charges and other expenses in connection with the landing and shipment of all materials, equipment, vehicles and supplies and other things of whatsoever nature brought into or dispatched from the Area of [UN] Operations for the purpose of the Contract.

[UN] furnished materials, equipment and supplies

- 10.5 At [UN's] option, the [UN] may furnish to the Contractor, materials, equipment and supplies for use by the Contractor for performance of the Services under the Contract. The duly authorized representatives of the Contractor and the [UN] shall sign the list of the [UN] provided equipment, materials and supplies, confirming their agreement as to its content and the condition of the equipment, materials and supplies referred to therein (the "[UN] Equipment List"). If the Contractor fails to participate in the inspection of the [UN] equipment, materials and supplies after being given a reasonable opportunity to do so, the Contractor shall be deemed to have accepted the list provided by the [UN]. The Contractor and the [UN] may update and revise the [UN] Equipment List from time to time, upon mutual agreement, without amending this Contract.
- 10.6 The Contractor acknowledges and agrees that the [UN] does not warrant that any materials, equipment or supplies provided by the [UN] to the Contractor are in good working condition, or otherwise fit for their intended purpose. The Contractor shall satisfy itself as to the working condition and fitness for purpose of all materials, equipment and supplies provided by the [UN] and as to their suitability for the performance of the Contractor's obligations under the Contract.
- 10.7 Title to all materials, equipment and supplies provided by the [UN] shall rest with the [UN].
- 10.8 The Contractor shall be responsible and accountable for all materials, equipment and supplies provided by the [UN], for use by the Contractor in the performance of Services under this Contract. Without prejudice to the generality of the foregoing:
- 10.8.1 the Contractor shall be solely responsible for safeguarding all materials, equipment and supplies and shall take all measures necessary to preserve such materials, equipment and supplies against loss, theft, destruction or damage;
- 10.8.2 the Contractor shall ensure that such materials, equipment and supplies are properly secured and safely stored;
- 10.8.3 the Contractor shall ensure that such materials, equipment and supplies are operated and used in a safe manner and by suitably qualified Personnel;

- 10.8.4 the Contractor shall immediately report any significant damage and loss of materials, equipment and supplies provided by the [UN] to the Contractor for the provision of Services; and
- 10.8.5 the [UN] and its authorized agents or representatives shall have access at all reasonable times to any premises in which such materials, equipment or supplies are located for the purpose of inspection and or inventory, even if such premises are not located on the Premises.
- 10.9 Wherever applicable, all operations of the Contractor, including without limitation, storage of equipment, materials and supplies within the Premises shall be confined to areas authorized and/or approved by the [UN]. The Contractor and its Personnel shall not store or dispose of any equipment, materials and supplies in any areas of the Premises without appropriate [UN] authorization.

- 10.10 No later than 30 (Thirty) days prior to the expiration or termination of this Contract, or at any time when any materials, equipment or supplies provided by the [UN], or purchased pursuant to the Contract, are no longer required by the Contractor for the performance of Services under this Contract, the duly authorized representatives of the [UN] and the Contractor shall conduct a joint inspection of such materials, equipment or supplies to determine their quantity, working order and condition. In the case of materials, equipment or supplies provided by the [UN], the Contractor shall hand over such materials, equipment and any unused supplies to the [UN] in the condition in which they were provided to the Contractor, fair wear and tear excepted. In the event that the Contractor has lost or damaged any equipment, materials or supplies provided by the [UN], the Contractor shall be required to compensate the [UN] for such damage or loss at the latest within 30 (Thirty) days of the expiration or termination of the Contract. The [UN] shall be entitled to set-off amounts for such damage or loss from payments due to the Contractor hereunder.

ARTICLE 11. Security

- 11.1 The Contractor shall be fully responsible for the safety and security of the Personnel and for the safekeeping of all equipment, material and supplies, including those listed on the [UN] Equipment List, and required for the performance of the Services in either the custody of the Contractor or Personnel or on the Premises.
- 11.2 The Contractor shall be responsible for requiring all Personnel, when within the Premises, to display [UN] issued identification as may be required and furnished by the [UN]. Upon the withdrawal or replacement of any such Personnel or upon termination or completion of this Contract, the Contractor shall ensure that all Personnel immediately return any such identification to the Contractor for return to the [UN].
- 11.3 The Contractor shall ensure that the Personnel abide by all security rules, regulations, policies, directives and procedures of the [UN] applicable to its performance under this Contract. The [UN] shall inform and, to the extent necessary, update the Contractor with prevailing [UN] security rules, regulations, policies, and procedures from time to time.
- 11.4 The Contractor shall develop a security plan in consultation with the [UN], to cover the safety and security of Personnel, including their evacuation, the safeguarding of all equipment, materials and supplies in the custody of the Contractor or Personnel, including [UN] provided equipment, materials and supplies, if any, and all necessary measures for the prevention of sabotage, damage and destruction of [UN] property and personnel which the Contractor is required to safeguard and protect ("Security Plan"). The [UN] may, at its sole discretion, review the procedures, methods and facilities used by the Contractor to provide such security. The Contractor shall give due consideration to any adjustments to such procedures or facilities as may be recommended by the [UN]. The Contractor shall be entitled to no additional compensation in respect of its development, implementation and execution of the Security Plan.

- 11.5 The [UN] may, at its sole discretion, consent to the inclusion of Personnel in the [UN] security plan to the extent that it applies within the Area of [UN] Operations on the same terms that are offered to implementing partners of [UN] agencies, funds and programs. Notwithstanding this provision, the Contractor acknowledges and agrees that the [UN] shall have no obligation to evacuate Personnel from the Area of [UN] Operations in case of emergency, natural disasters or due to security concerns.
- 11.6 The [UN] shall have no liability to the Contractor or its Personnel in connection with the provision or failure to provide any assistance under Articles 11.4 and 11.5.

ARTICLE 12. Accidents and Incidents

- 12.1 If any accident, failure or other incident occurs due to any cause whatsoever, or in connection with the Services, or any part thereof, either during or outside of the execution of the Services, the Contractor shall immediately report the accident, failure or incident to the [UN's] Representative, and unless otherwise directed by the [UN's] Representative, the Contractor shall conduct a full investigation into the said accident, failure or incident in order to determine the cause or reason for the accident, failure or incident and submit a report thereon to the [UN's] Representative, together with the Contractor's proposals for improvement in the provision of Services, if applicable.
- 12.2 Without prejudice to or limiting the provisions of Article 12.1, the Contractor shall report to the [UN]: (i) all accidents, failure and incidents involving Personnel, including the death, serious injury or illness of Personnel and the death, serious injury or illness of any other person (whether [UN] personnel or third party), or the loss or damage to such person's property; (ii) the loss or significant damage to any equipment, material or supplies under the custody of the Contractor, Personnel, the [UN] or any third party, directly as a result of the Contractor's performance of the Services; and (iii) any other accidents or security incidents of a similar nature. The Contractor shall report the incidents described above in Article 12.2 (i), (ii) and (iii) within 12 (Twelve) hours of the incident's occurrence.
- 12.3 Without prejudice to or limiting the provisions of Article 12.1, the Contractor shall report to the [UN] all incidents in which its Personnel violate the Contractor's Use of Force Policy, Contractor's Weapons Manual or Applicable International, National and Local Laws (other than minor traffic offenses) during the performance of Services. The Contractor shall report the incidents described in this Article 12.3 within 24 (Twenty Four) hours of the incident's occurrence.
- 12.4 The Contractor shall cooperate with all investigations into any accidents, failures or incidents that may be instituted by the [UN] or Governmental Bodies.

ARTICLE 13. Change in Scope

- 13.1 In order to maintain performance of Services in a manner applicable to the [UN], the [UN] shall have the right to update and change the Statement of Works any time during the Initial Term or Extended Term of the Contract, as the case may be. Any change in the Statement of Works from those set forth in Annex B shall be effected in an appropriate amendment to the Contract.

ARTICLE 14. Governance

- 14.1 The [UN's] Representative and the Contractor's Representative shall meet as often as required, and in any event, not less than 30 (Thirty) days to discuss performance or any difficulties that may arise in connection with the performance of the Services under this Contract ("Management Meetings"). Written minutes of each Management Meeting shall be prepared by the [UN] and signed by both the [UN's] Representative and the Contractor's Representative. The minutes of the Management Meeting shall document with specificity the performance of the Services, any accidents, failures or incidents and any differences or disputes between the Parties that may have arisen or remain unresolved, including any proposals that the [UN's] Representative and the Contractor's Representative may have for the resolution of such differences.

ARTICLE 15. Performance Security

- 15.1 Not required since it was not part of the original RFP.

ARTICLE 16. Insurance

- 16.1 **Obligation to Obtain Insurance Coverage.** The Contractor shall obtain and shall, for the term of this Contract and any extension thereof, maintain policies of insurance, with reputable insurance companies in good financial standing and rated in Best's Insurance Guide as having AM Best's rating of A- VII, or Standard & Poor's rating of A or higher, or similar rating by an equivalent rating agency, which insurance coverage shall provide for the following coverage and, to the extent set forth below, with the following minimum limits of liability.
- 16.2 Professional Liability Insurance, with a minimum five Million US Dollars (USD \$5,000,000) per occurrence limit.
- 16.3 Fidelity Bonding with a limit of not less than one Million US Dollars (USD \$1,000,000) per occurrence with loss payable endorsement to the UN. The UN should be named as loss payee.
- 16.4 Contractor's Equipment and Property. The Contractor shall obtain and shall maintain

insurance coverage for "all risks" in respect of any and all equipment and property provided and used by the Contractor in connection with the provision of any services under this Contract. Such insurance coverage shall be in an amount of coverage sufficient to replace such equipment or property in the event of any loss.

- 16.5 Worker Compensation and employer liability Coverage. The Contractor shall obtain and shall maintain all appropriate worker compensation and employer liability insurance coverage or equivalent, per applicable legislative requirements,, with respect to any personnel, employees, agents, servants, officials, sub-contractors or representatives of the Contractor who provide any services under this Contract. Such insurance coverage shall be in an amount sufficient to cover any and all claims for personal injury, death and disability, by any such personnel, employees, agents, servants, officials, sub-contractors or representatives of the Contractor who provide any services under this Contract.
- 16.6 Comprehensive Automobile Liability Coverage. The Contractor shall obtain and shall maintain comprehensive automobile liability insurance coverage with a minimum of one million US dollars (US \$1,000,000) combined single limit for each and every occurrence in respect of death or bodily injury, or loss of or damage to property arising from the operation of any vehicles owned, hired, rented, leased or used by the Contractor, or any personnel, employees, agents, servants, officials, subcontractors or representatives of the Contractor, in connection with the performance of any services under this Contract.
- 16.7 Claims Arising from Services. The Contractor shall obtain and shall maintain insurance coverage(s), with respect, at a minimum, to the following risks and in the following limits of liability in order to cover claims for death or personal or bodily injury, for loss of, or loss of use of, or damage to property of any kind, products and completed operations, personal and advertising injury, and for any other damage or harm including, without limitation, noise or other environmental pollution, harm or damage, mitigation, clean-up and cost of defending claims (collectively "Claims"), arising in connection with the provision of any services under this Contract:
- (a) In the minimum amount of liability coverage of five Million US dollars (US\$5,000,000) for each and every occurrence and in the aggregate giving rise to Claims, which may arise out of any:
 - (i) occurrence in or about any premises, locations, facilities, land, buildings or other improvements at which Contractor provides any services under this Contract,
 - (ii) occurrence elsewhere, in the course of any work or the performance of any services carried out by the Contractor under this Contract, and which may be caused by any act or omission of the Contractor or any personnel, employees, agents, servants, officials, sub-contractors or representatives of the Contractor engaged in performing services under this Contract or by any defect in any premises, products, ways, works, machinery or plant used by the Contractor in performing services under this Contract.

- (b) In the minimum amount of liability coverage of five Million (US\$5,000,000) per occurrence and in the aggregate in respect of any Claim, which may arise out of the possession, use, consumption, or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed by the Contractor or any of its Personnel [As defined in the Contract] engaged in performing services under the Contract.
- 16.8 The contractor's policies shall cover any subcontractors. In addition, the contractor shall cause any subcontractors to maintain insurance coverages in line with provisions of section 16 hereof in adequate limits.
- 16.9 Essential Term: It is agreed and understood by the Parties that the obligations of the Contractor to obtain and maintain insurance set forth in section 16 hereof are an essential term of this Contract and that the UN relies on the Contractor to perform such obligation.
- 16.10 Minimum Policy Requirements All insurance policies providing the minimum insurance coverage required under section 9 hereof shall:
- 16.10.1 Name the United Nations as an additional insured except worker compensation/employer liability, property, professional liability and fidelity bonding policies. In addition, vehicle and general liability policies shall contain cross liability clause.
 - 16.10.2 Include a waiver of subrogation of the contractor's insurers' rights against the United Nations.
 - 16.10.3 Provide that the United Nations shall receive thirty (30) days' written notice from the insurance carrier, underwriter or provider prior to any cancellation or change of insurance coverage provided under the insurance policy or policies concerned.
 - 16.10.4 Include provision for response on a primary and non contributing basis with respect to any other insurance that may be available to the UN
 - 16.10.5 Contractor shall be responsible to fund all amounts within any policy deductible or retention.
- 16.11 Evidence of Insurance. Prior to commencement of any services under the contract the Contractor shall provide satisfactory evidence of any insurance required under this Contract. The contractor shall provide certificates of insurance upon signature and shall provide copies of all relevant policies upon the UN' request, Any failure by the UN to elect to request copies of policies or any failure by the Contractor to provide satisfactory evidence of insurance shall not relieve the Contractor of its essential obligation to obtain and maintain the insurance coverage set forth in section 16 hereof.

ARTICLE 17. Indemnifications

- 17.1 Without prejudice to or limiting the provisions of Article 7 of the General Conditions, the Contractor shall indemnify, defend, hold and save harmless the [UN] and its officials, employees and agents in the following additional circumstances outlined in this Article 17. The indemnifications provided by the Contractor hereunder are without prejudice to any other rights or remedies of the [UN] under this Contract.
- 17.2 The Contractor acknowledges and agrees that the [UN] shall not be liable to the Contractor, or its Personnel, in connection with the provision, or failure to provide, any security assistance, and the Contractor shall indemnify, defend, hold and save harmless the [UN] and its officials, employees and agents from and against any claim or liability of any nature, including without limitation, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses, arising in respect of any security or security related incident, including without limitation, the death, injury or illness of any Personnel, or the loss, damage, destruction, sabotage or theft of any equipment, material or supplies in the custody of the Contractor or its Personnel.
- 17.3 In the event the Contractor fails to deliver to the [UN] the signed release forms, in accordance with Articles **Error! Reference source not found.** and **Error! Reference source not found.** above, or in the event that any claims are asserted against or liability is incurred by the [UN] notwithstanding such release forms, the Contractor shall indemnify, defend and hold harmless the [UN] and its officials, employees and agents from and against any claim or liability of any nature, including without limitation, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses, arising in connection with such travel and/or use of [UN] medical facilities.

ARTICLE 18. Performance Review and Improper Performance

- 18.1 The [UN] reserves the right to review all Services performed by the Contractor at all reasonable places and times, as further outlined in the Statement of Works, during the Initial Term or Extended Term, as the case may be. The Contractor shall cooperate with such performance reviews at no cost or expense to the [UN]. The Parties agree that the [UN] shall have the right to update applicable performance standards for the Services as set out in the Statement of Works, throughout the Initial and Extended Term of the Contract.
- 18.2 If the Services performed by the Contractor do not materially conform to the requirements of the Contract, without prejudice to and in addition to any other rights and remedies available under the Contract or otherwise, the [UN] shall have the following options, to be exercised in its sole discretion:
- (i) require the Contractor to reimburse the [UN] for any and all damage caused to the [UN] due to such failure to conform to the requirements; and/or
 - (ii) terminate this Contract for cause in accordance with Article 15.1 of the General

Conditions.

- 18.3 Notwithstanding any provision to the contrary contained in the Contract, the Contractor shall provide, at its sole cost and expense, any service required to rectify errors, arising from or relating to any acts or omissions on the part of the Contractor or Personnel.

ARTICLE 19. Transition

Transition into the Contract

- 19.1 The Contractor shall ensure orderly, timely and efficient commencement of the Services. To that end, the Contractor shall take all necessary measures to ensure a seamless transition of operations from the immediate predecessor, if any, to the Contractor and to provide for uninterrupted Services. The Contractor shall coordinate and cooperate with the [UN] and the current contractor, if any, to effect a smooth and seamless transition into the Contract.

Transition out of the Contract

- 19.2 Within 7 (Seven) days of the Effective Date, the Contractor shall submit a detailed transition-out plan for approval by Field Security Advisor, UNDP Afghanistan
- 19.3 (“Transition-out Plan”). The purpose of the Transition-out Plan is to ensure a seamless transition of operations from the Contractor to the successor contractor or to the [UN], as the case may be, at the time of expiration or earlier termination of this Contract and to provide for uninterrupted Services.
- 19.4 Upon expiration of the Initial or Extended Term, as applicable, or the effective date of termination of this Contract, the Contractor shall, upon the request of the [UN], continue to perform Services under this Contract as may be so requested by the [UN] for a period of up to (number) months, in which case the Contractor shall be entitled to payment for the performance of such Services in accordance with the terms and conditions of this Contract.
- 19.5 Upon expiration or earlier termination of this Contract, the Contractor shall provide the [UN] such information and take such actions as may be reasonably requested by the [UN] for the preservation and protection of any and all equipment, materials and supplies provided by the [UN].
- 19.6 The provisions of this Article 19 are without prejudice to any other rights or remedies that the [UN] may have under this Contract or otherwise and shall survive any termination of this Contract.

ARTICLE 20. Issues Management and Escalation Procedures

- 20.1 Any initial attempts at resolving any disputes, controversies, or claims (for purposes of this Article 20, “Issues”) under this Contract, and prior to any resolution pursuant to

Article 19 of the General Conditions, shall be resolved in accordance with the following procedures:

- (i) At any relevant operational or administrative level, one Party's Representative shall inform the other Party's Representative in writing regarding any such Issue; and
- (ii) Within 10 (Ten) days following notice of an Issue, the receiving Party's Representative will propose, by written notice to the other Party's Representative, a plan of action for resolving the Issue or for escalating the Issue. In any plan for resolving the Issue, the Representative shall propose a timeframe for the resolution of the Issue, which the Parties shall agree upon in writing.

20.2 The Contractor and [UN's] Representatives shall attempt to resolve the following Issues in accordance with this Article 20, or any other Issues which are a potential dispute, controversy or claim between the Parties:

- (i) items which may or have a significant impact on any Services provided under this Contract or the overall performance of this Contract;
- (ii) items which may or have resulted in additional cost to the [UN];
- (iii) items which may or have resulted in a claim for any damages by either Party or a third party;
- (iv) items which may or have caused the Services provided under this Contract to become delayed or a deliverable missed;
- (v) items which may or have been unresolved for over 10 (Ten) days; or
- (vi) items which require additional parties to resolve.

20.3 Unless otherwise agreed by the Parties, the Parties shall use reasonable efforts to ensure that any Issues that are escalated to each Party's Representatives will be resolved within 15 (Fifteen) days.

20.4 The Contractor and [UN's] Representatives shall escalate any Issue or any plans for the resolution of any Issue upon which they cannot agree to appropriate superiors within each of the Parties for resolution. To the greatest extent possible, Issues should be resolved within the various local levels of the [UN] in the Area of [UN] Operations and Contractor management prior to escalating any Issue to or contacting the [UNDP headquarters in New York] and Contractor's headquarters in Afghanistan.

20.5 The Parties acknowledge and agree that nothing in the Issues management and escalation procedures set forth in this Article 20 is intended to limit either Party's ability to seek any remedies and that, accordingly, subject to the terms and conditions of this Contract, the rights and remedies set forth in this Article 20 shall be non-exclusive and shall be in addition to all other remedies available to the Parties, whether under this Contract or otherwise.

ARTICLE 21. Termination

- 21.1 If any material default shall occur on the part of the Contractor under the terms and conditions of this Contract, which default is not cured within 15 (Fifteen) days after the receipt of written notice thereof from the [UN], then the [UN] may terminate this Contract upon 30 (Thirty) days written notice to the Contractor, and the [UN] shall have all rights and remedies available to the [UN], all of which shall survive termination.
- 21.2 Without limiting the generality of the foregoing, in the event of the Contractor's breach of any of the representations and warranties provided in Article 3.2, the [UN] may terminate this Contract upon 30 (Thirty) days written notice to the Contractor, if such breach is not cured within 15 (Fifteen) days after the receipt of written notice thereof from the [UN].

ARTICLE 22. Publicity and use of the name, emblem, flag or official seal of the [UN]

- 22.1 Notwithstanding the provisions of Article 12 of the General Conditions, and for the sole purpose of facilitating the protection and freedom of movement of Personnel, equipment, materials and supplies used in the performance of Services under this Contract, the [UN], at its sole discretion, may request or permit the Contractor to attach to equipment, materials and supplies, including vehicles, used for the exclusive purpose of performing Services under this Contract, special signs indicating that the Contractor is performing Services for the [UN].

ARTICLE 23. Notices

- 23.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) facsimile, in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a Party may designate by notice to the Party).

For the UNDP:

Name:

Title:

United Nations Development Programme (UNDP) Afghanistan (Kabul)

Mob:

Email:

Name:

Title:

United Nations Development Programme (UNDP) Afghanistan (Kabul)

Mob:

Email:

For the Contractor:

Name:

Title

Company:

Mob:

E-mail.

UNGM Registration No:

- 23.2 Notice by recognized overnight delivery service, postage prepaid, return receipt requested or certified mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent. All notices and other communications required or contemplated by this Contract delivered in person or by facsimile shall be deemed to have been given when delivered in person or by courier service, or upon receipt of an acknowledgment by the sender from the recipient's facsimile machine.

ARTICLE 24. Miscellaneous

- 24.1 No terms or provisions of this Contract shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the Party giving the waiver or excuse. No consent to, or excuse or waiver of, a breach of this Contract shall constitute a consent to, or excuse or waiver of, any other subsequent breach.
- 24.2 If any provision of this Contract shall be held to be invalid, illegal or unenforceable (in whole or in part), the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 24.3 Headings and titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract for any purpose whatsoever. Unless the context otherwise clearly indicates, all references to the singular herein shall include the plural and vice versa. In addition, for the purposes of this Contract words and abbreviations which have recognized technical or trade meanings shall have such recognized meanings.
- 24.4 This Contract shall be executed in two (2) counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument.
- 24.5 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers to

execute this Contract as of the date written below.

For and on behalf of
(Company):

For and on behalf of
United Nations/UNDP

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

ANNEX A

GENERAL CONDITIONS

1. **LEGAL STATUS OF THE PARTIES:** The United Nations and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* the United Nations, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its obligations under the Contract. Should any authority external to the United Nations seek to impose any instructions concerning or restrictions on the Contractor’s performance under the Contract, the Contractor shall promptly notify the United Nations and provide all reasonable assistance required by the United Nations. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the United Nations.
3. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to the United Nations by the Contractor’s officials, employees,

agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

3.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

3.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of the United Nations, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

3.3 At the option of and in the sole discretion of the United Nations:

3.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by the United Nations prior to such personnel's performing any obligations under the Contract;

3.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of the United Nations prior to such personnel's performing any obligations under the Contract; and,

3.3.3 in cases in which, pursuant to Article 3.2.1 or 3.2.2, above, the United Nations has reviewed the qualifications of such Contractor's personnel, the United Nations may reasonably refuse to accept any such personnel.

3.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

3.4.1 The United Nations may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

3.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of the United Nations, which shall not be unreasonably withheld.

3.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

3.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

3.4.5 Any request by the United Nations for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole

or in part, of the Contract, and the United Nations shall not bear any liability in respect of such withdrawn or replaced personnel.

3.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with United Nations officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

3.5 Nothing in Articles 3.2, 3.3 and 3.4, above, shall be construed to create any obligations on the part of the United Nations with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

3.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of the United Nations shall:

3.6.1 undergo or comply with security screening requirements made known to the Contractor by the United Nations, including but not limited to, a review of any criminal history;

3.6.2 when within United Nations premises or on United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to the United Nations for cancellation.

3.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform the United Nations about the particulars of the charges then known and shall continue to inform the United Nations concerning all substantial developments regarding the disposition of such charges.

3.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within United Nations premises or on United Nations property shall be confined to areas authorized or approved by the United Nations. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within United Nations premises or on United Nations property without appropriate authorization from the United Nations.

4. ASSIGNMENT:

4.1 Except as provided in Article 4.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the United Nations. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the UN. Any such unauthorized delegation, or attempt to do so, shall not be binding on the United Nations.

4.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

4.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

4.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

4.2.3 the Contractor promptly notifies the United Nations about such assignment or transfer at the earliest opportunity; *and*,

4.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to the United Nations following the assignment or transfer.

5. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of the United Nations. The United Nations shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that the United Nations reasonably considers is not qualified to perform obligations under the Contract. The United Nations shall have the right to require any subcontractor's removal from United Nations premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

6. OFFICIALS NOT TO BENEFIT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of the United Nations. The Contractor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract.

7. INDEMNIFICATION:

7.1 The Contractor shall indemnify, defend, and hold and save harmless, the United Nations, and its officials, agents and employees, from and against all suits,

proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against the United Nations, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

7.1.1 allegations or claims that the possession of or use by the United Nations of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to the United Nations under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party;
or,

7.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

7.2 The indemnity set forth in Article 7.1.1, above, shall not apply to:

7.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by the United Nations directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

7.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if the United Nations or another party acting under the direction of the United Nations made such changes.

7.3 In addition to the indemnity obligations set forth in this Article 7, the Contractor shall be obligated, at its sole expense, to defend the United Nations and its officials, agents and employees, pursuant to this Article 7, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

7.4 The United Nations shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of the United Nations or any matter relating thereto, for which only the United Nations itself is authorized to assert and maintain. The United Nations shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

7.5 In the event the use by the United Nations of any goods, property or services provided or licensed to the United Nations by the Contractor, in whole or in part, in any suit or

proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

7.5.1 procure for the United Nations the unrestricted right to continue using such goods or services provided to the United Nations;

7.5.2 replace or modify the goods or services provided to the United Nations, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

7.5.3 refund to the United Nations the full price paid by the United Nations for the right to have or use such goods, property or services, or part thereof.

8. INSURANCE AND LIABILITY:

8.1 The Contractor shall pay the United Nations promptly for all loss, destruction, or damage to the property of the United Nations caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

8.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

8.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

8.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

8.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

8.2.4 such other insurance as may be agreed upon in writing between the United Nations and the Contractor.

8.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

8.4 The Contractor acknowledges and agrees that the United Nations accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

8.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the United Nations, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

8.5.1 name the United Nations as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

8.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against the United Nations;

8.5.3 provide that the United Nations shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

8.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to the United Nations.

8.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

8.7 Except for any self-insurance program maintained by the Contractor and approved by the United Nations for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to the United Nations. Prior to the commencement of any obligations under the Contract, the Contractor shall provide the United Nations with evidence, in the form of certificate of insurance or such other form as the United Nations may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. The United Nations reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 8.5.3, above, the Contractor shall promptly notify the United Nations concerning any cancellation or material change of insurance coverage required under the Contract.

8.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

9. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials

furnished under the Contract, or by reason of any other claim or demand against the Contractor or the United Nations.

10. EQUIPMENT FURNISHED BY THE UNITED NATIONS TO THE CONTRACTOR:

Title to any equipment and supplies that may be furnished by the United Nations to the Contractor for the performance of any obligations under the Contract shall rest with the United Nations, and any such equipment shall be returned to the United Nations at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate the United Nations for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

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

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

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

12. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for

purposes of commercial advantage or goodwill that it has a contractual relationship with the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise without the written permission the United Nations.

13. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

13.1 The Recipient shall:

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

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

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

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

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

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

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

13.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

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

- 13.4 The United Nations may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- 14.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the United Nations shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 15, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the United Nations shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 14.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which

the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

15. TERMINATION:

15.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 18 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

15.2 The United Nations may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of the United Nations applicable to the performance of the Contract or the funding of the United Nations applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, the United Nations may terminate the Contract without having to provide any justification therefor.

15.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by the United Nations, the Contractor shall, except as may be directed by the United Nations in the notice of termination or otherwise in writing:

15.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

15.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

15.3.3 place no further subcontracts or orders for materials, services, or facilities, except as the United Nations and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

15.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

15.3.5 transfer title and deliver to the United Nations the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

15.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the United Nations thereunder;

15.3.7 complete performance of the work not terminated; *and*,

15.3.8 take any other action that may be necessary, or that the United Nations may direct in writing, for the minimization of losses and for the protection

and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which the United Nations has or may be reasonably expected to acquire an interest.

15.4 In the event of any termination of the Contract, the United Nations shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, the United Nations shall not be liable to pay the Contractor except for those goods delivered and services provided to the United Nations in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from the United Nations or prior to the Contractor's tendering of notice of termination to the United Nations.

15.5 The United Nations may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

15.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

15.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

15.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

15.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

15.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

15.5.6 the United Nations reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

15.6 Except as prohibited by law, the Contractor shall be bound to compensate the United Nations for all damages and costs, including, but not limited to, all costs incurred by the United Nations in any legal or non-legal proceedings, as a result of any of the events specified in Article 15.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform the United Nations of the occurrence of any of the events specified in Article 15.5, above, and shall provide the United Nations with any information pertinent thereto.

15.7 The provisions of this Article 15 are without prejudice to any other rights or remedies of the United Nations under the Contract or otherwise.

16. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

17. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, the United Nations shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and the United Nations shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

18. **SETTLEMENT OF DISPUTES:**

18.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

18.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 18.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

19. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

20. TAX EXEMPTION:

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

20.2 The Contractor authorizes the United Nations to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with the United Nations before the payment thereof and the United Nations has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide the United Nations with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and the United Nations shall reimburse the Contractor for any such taxes, duties, or charges so authorized by the United Nations and paid by the Contractor under written protest.

21. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to the United Nations, as such obligations are set forth in the United Nations vendor registration procedures.

22. MODIFICATIONS:

22.1 Pursuant to the Financial Regulations and Rules of the United Nations, only the Chief of the United Nations Procurement Division, or such other Contracting authority as the United Nations has made known to the Contractor in writing, possesses the authority to agree on behalf of the United Nations to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against the United Nations unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief of the United Nations Procurement Division or such other contracting authority.

22.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 22.1, above.

- 22.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against the United Nations nor in any way shall constitute an agreement by the United Nations thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 22.1, above.

23. AUDITS AND INVESTIGATIONS:

- 23.1 Each invoice paid by the United Nations shall be subject to a post-payment audit by auditors, whether internal or external, of the United Nations or by other authorized and qualified agents of the United Nations at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. The United Nations shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the United Nations other than in accordance with the terms and conditions of the Contract.
- 23.2 The Contractor acknowledges and agrees that, from time to time, the United Nations may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of the United Nations to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the United Nations access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the United Nations hereunder.

24. LIMITATION ON ACTIONS:

- 24.1 Except with respect to any indemnification obligations in Article 7, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 18.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.
- 24.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with

the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

25. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
26. **MINES:** The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

27. SEXUAL EXPLOITATION:

- 27.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 27.2 The United Nations shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

ANNEX B

STATEMENT OF WORKS/ TERMS OF REFERENCE (TOR)

ANNEX C

LIST OF PERSONNEL AND PRICING TABLE

Type of Personnel	Monthly Cost (USD)	Daily Cost (USD)
Gurkha Supervisor		
Gurkha Guard		
Gurkha Instructor		
Gurkha EDD handler and EDD		
Mobilization Cost (One Time Lump Sum)		(One Time Payment)

ANNEX D

PERFORMANCE BANK GUARANTEE

Not Required

ANNEX E

CONTRACTOR'S USE OF FORCE POLICY

Enclose the Contractor's Use of Force Policy developed by the Contractor.

[REVIEW TO BE COMPLETED ON A [UN MISSION-BY-MISSION] BASIS TO DETERMINE APPLICABLE USE OF FORCE POLICY]

ANNEX F

CONTRACTOR'S WEAPONS MANUAL

Enclose the Contractor's Weapons Manual developed by the Contractor.

[REVIEW TO BE COMPLETED ON A [UN MISSION-BY-MISSION] BASIS TO DETERMINE APPLICABLE WEAPONS HANDLING PROCEDURES]