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REQUEST FOR PROPOSAL

[Provision of Unarmed Private Security Services for the UN Building in Riyadh Saudi Arabia]

RFP No.: [RFP/SAU/020/016]

Project: [Common Shared]

Country: [Saudi Arabia]

Issued on: 8 November 2020

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Section 1. Letter of Invitation

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

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

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form
 - o Form H: Form of Proposal Security (Not Applicable)

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

In case your company is not registered in the E-Tendering Module, please use the following temporary username and password to register your company:

Username: event.guest

Password: why2change

Proposers, who registered on the e-tendering, will be able to download the complete bidding documents from the e-tendering website at: <https://etendering.partneragencies.org>

You may acknowledge receipt of this RFP utilizing the “Accept Invitation” function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this RFP.

IMPORTANT NOTE: The amount of the Financial Offer MUST NOT be mentioned anywhere in the submitted documents or eTendering system other than the Financial Proposal. Submitted Financial proposal should be password protected and the Password should be provided only when requested by UNDP. Failure in compliance with the mentioned condition shall result in rejection of the offer.

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

procurement opportunities.

Issued by:



Name: [Ahmad Alsalman]

Title: [Procurement Associate]

Date: **November 8, 2020**

Approved by:

Name: [Mohammedsiddig Mudawi]

Title: [Deputy Resident Representative]

Date: **November 8, 2020**

Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscoc/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>
4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more</p>

	<p>parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
8. Documents Comprising the Proposal	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal;

	<p>d) Proposal Security, if required by BDS;</p> <p>e) Any attachments and/or appendices to the Proposal.</p>
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <p>a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or;</p> <p>b) In the event that the successful Bidder fails:</p> <p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may</p>

	require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> 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 UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>

15.Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> 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 Bidder 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 Bidder; or f) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16.Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17.Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18.Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
19.Amendment of	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form</p>

Proposals	<p>of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
20.Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as “Main Proposal” and “Alternative Proposal”</p>
21.Pre-Bid Conference	<p>21.1 When appropriate, a Bidder’s conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to RFP.</p>
C. SUBMISSION AND OPENING OF PROPOSALS	
22.Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p>

<p>Email Submission</p>	<p>b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall:</p> <p>i. Bear the name and address of the bidder;</p> <p>ii. Be addressed to UNDP as specified in the BDS</p> <p>iii. Bear a warning that states “<i>Not to be opened before the time and date for proposal opening</i>” as specified in the BDS.</p> <p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.</p> <p>c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.</p> <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <p>a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;</p> <p>b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.</p> <p>d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.</p> <p>c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/</p>
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eTendering submission	
23. Deadline for Submission of Proposals and Late Proposals	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
24. Withdrawal, Substitution, and Modification of Proposals	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p>

	<ul style="list-style-type: none"> a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with UNDP General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients.
30. Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the</p>

	<p>Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
<p>31. Due Diligence</p>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; 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 Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;

	<ul style="list-style-type: none"> e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> 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. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All	<p>35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s)</p>

Proposals	of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36.Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37.Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38.Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity of 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.
39.Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40.Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41.Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42.Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43.Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44.Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.

45. Vendor Protest	<p>45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html</p>
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted</p> <p>Virtual meeting will be held via Skype/Teams</p> <p>Time: 1:00 pm Roiyadh time GMT+3</p> <p>Date: November 18, 2020 1:00 PM</p> <p>Venue: Online Meeting</p> <p>Interested bidder are advised to send their contact details to The UNDP focal point for the arrangement:</p> <p>Ahmed Alsalman</p> <p>Telephone: +966 (0) 568459001</p> <p>E-mail: ahmed.alsalman@undp.org</p>
5	10	Proposal Validity Period	120 days
6	14	Bid Security	Not Required

7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed
9	40	Performance Security	Not Required
10	18	Currency of Proposal	Local currency (SAR) ; or
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Ahmed Alsalman Procurement Unit E-mail address: ahmed.alsalman@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers</p>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<p>Posted directly to eTendering</p> <p>Clarification will be shared via UNDP e-tendering system. Please acknowledge receipt of this ITB by utilizing the "Accept Invitation" function in eTendering system. This will enable you to receive amendments or updates to the ITB.</p>
14	23	Deadline for Submission	<p>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p> <p>Date and time visible on the main screen of the event (on the E-Tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the E-Tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly to the system.</p>

			Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.
14	22	Allowable Manner of Submitting Proposals	Only through e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org <u>Insert BU Code and Event ID number: RFP/SAU/020/016</u>
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP <ul style="list-style-type: none"> ▪ If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but if you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB. ▪ Financial proposal should be password protected and uploaded to eTendering system. Password of the financial proposal <u>must not</u> be provided to UNDP until requested by UNDP. No price value should be disclosed in your technical proposal. <p>IMPORTANT NOTICE: DO NOT DISCLOSE your price anywhere in your submission or e-tendering system other than encrypted financial proposal. Please insert "1" as your bid price in e-tendering line item.</p>
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively</p> <p>The minimum technical score required to pass is 70%</p> <p>Proposals will be evaluated on the following basis:</p> <p>1. UNDP conducts preliminary examination of Proposals through examining the completeness of proposals in respect to minimum documentary requirements and Proposers status against UN Security Council 126/1989. UNDP may reject any Proposal at this stage.</p> <p>1.2 Compliance with Terms and Conditions of the RFP including required submissions. UNDP will examine the substantial responsiveness of Proposal to the Request for Proposal (RFP). A substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without</p>

			<p>material deviation. A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the nonconformity.</p> <p>Financial Evaluation:</p> <p>The proposed consulting fee will be assessed against the weighted score to compute the corresponding points scored. Financial Proposal will be evaluated in accordance with the price schedule sheet.</p> <p>IMPORTANT NOTE: The amount of the Financial Offer MUST NOT be mentioned anywhere in the submitted documents or eTendering system. Financial proposal should be password protected and password should be provided only when requested by UNDP. Failure in compliance with the mentioned condition shall result in rejection of the offer.</p>
18		Expected date for commencement of Contract	<i>February 1st, 2021</i>
19		Maximum expected duration of contract	<p>Three Years</p> <p>Long Term Agreement (LTA).</p> <p>Initial contract to be signed for One Year renewable yearly upon satisfactory performance for an additional two years.</p>
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	<p>Long Term agreement renewed yearly based on evaluation</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>
22	39	UNDP Contract Terms and Conditions that will apply	http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23		Other Information Related to the RFP	
		Fraud, Corruption, Collusion, Unethical practices, and Obstruction	<i>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</i>

			http://www.undp.org/about/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf <i>and</i> http://www.undp.org/content/undp/en/home/operations/procurement/procurement protest <i>for full description of the policies)</i>
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Section 4. Evaluation Criteria

Preliminary Examination Criteria

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

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity
- Bid Security submitted as per RFP requirements with compliant validity period

Minimum Eligibility and Qualification Criteria

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

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

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
Certificates and Licenses	<ul style="list-style-type: none">▪ Valid License to conduct security services (The service provider must submit a document confirming that their firm is authorized to provide security services in Saudi Arabia)▪ Valid Business registration▪ VAT certificate (if applicable)	Certificate or Registration or approval or another similar document
QUALIFICATION		

History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 5 years of relevant experience of provision of security services	Form D: Qualification Form
	Minimum 3 contracts of similar value, nature and complexity implemented over the last 10 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
Financial Standing	<p>Minimum annual turnover of SAR 200,000 in any single year for the last 5 years (2014-2015-2016-2017-2018). 2019 will be considered if the audit report is available. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <ul style="list-style-type: none"> • Liquidity Ratio (Acid Test) equal or greater than 1.00; • Debt ratio equal or less than 0.7 <p>UNDP shall verify the financial capacity of the Proposer and has the authority to seek references from concerned parties & banks on the Proposer' financial standing.</p> <p>UNDP has the right to reject any proposal if submitted by an offeror whom investigation leads to a result that he is not Financially capable and/ or had serious financial problems.</p> <p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form

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

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	400
3.	Management Structure and Key Personnel	300
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Brief description of the organization, including the year and country of incorporation, and types of activities undertaken	50
1.2	General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted	90
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country	70
1.4	Quality assurance procedures and risk mitigation measures	60
1.5	<p>Documented evidence that security personnel receive proper training in the following subjects:</p> <ul style="list-style-type: none"> ✓ The role and function of Security guards assigned for diplomatic missions and/or high-profile organizations. ✓ Access control & search procedures. ✓ Radio communication procedures. ✓ Telephone procedures. ✓ Emergency procedures (bomb threat, evacuation, fire, medical, demonstrations, unruly behaviour, etc). ✓ Patrolling procedures. ✓ Basic First Aid. ✓ Basic fire distinguishing. ✓ Incident reporting procedures. ✓ Keeping of proper security occurrence and incident logs. ✓ - Uniform care and presentation. 	30
Total Section 1		300

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
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2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	80
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	100
2.3		
2.4		
2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	70
2.6		50
Total Section 2		400

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services?		
3.2	Qualifications of key personnel proposed		
3.2 a	Contract Manager		120
	- . - General Experience: shall be a senior manager of the organization/company and shall act with full authority for the service provider - shall be responsible for overall	30	
	- Specific Experience relevant to the assignment	50	
	- Regional/International experience management and daily performance of this Contract	30	
	- Language Qualifications: (Arabic and English): A very good command of English language is required. Must be able to speak, read and write in English	10	
3.2 b	Supervisor		80
	- General Experience: high school education or equivalent education and training	10	
	- Specific Experience relevant to the assignment: At least 5 years of full experience in security guarding area (guards' duties at high profile diplomatic missions/organizations)	40	
	- Regional/International experience: At least 1 year of experience in supervising security guards in a similar environment Must be fully knowledgeable and experienced on the procedures of using any equipment assigned to the guards.	20	

	- Language Qualifications (Arabic and English): A very good command of English language is required. Must be able to speak, read and write in English	10	
3.2 c	Guards (Sample of 2 CVs)		100
	- General Experience: High school education or equivalent education and training	40	
	- Specific Experience relevant to the assignment: At least 2 years of full experience in such field of work (guards' duties at high profile diplomatic missions/organizations)	30	
	- Regional/International experience: knowledgeable and experienced on the procedures of using any equipment assigned to the guards.	20	
	- Language Qualifications (English/basic Arabic A very good command of English language is required. Must be able to speak, read and write in English	10	
Total Section 3			300

Section 5. Terms of Reference

Provision of Security Guards Services to the United Nations Building in Saudi Arabia, Riyadh

A. GENERAL:

The United Nations Development Program (UNDP) Saudi Arabia Office requires the provision of unarmed private security guards' services to the United Nations House located in the Riyadh, Saudi Arabia. The UN House hosts a number of UN Agencies including UNDP, UNICEF, UNDSS, UNHABITAT and World Bank. UNDP, on behalf of UN Agencies, intends to procure the services of a professional Contractor to provide, manage and operate security services at the UN Building.

The Contractor shall provide all supervisory, management and other personnel with requisite experience, education, trainings and ability and other resources to plan and provide security services operations to the UN Building as defined in this Terms of Reference. The Contractor shall perform to the standards and shall follow all applications and directives as identified in this Terms of Reference and in the Contract.

The Contractor shall provide security services, which should include providing security guards for the protection of UN the personnel and premises of the UNDP – SAUDI ARABIA located in Diplomatic Quarters, Riyadh – Saudi Arabia as detailed below:

The service provider shall provide all supervisory, management and other personnel with requisite experience, education and ability and other resources to plan and provide security services operations to the UNDP- SAUDI ARABIA facilities as defined in the Statement of Works. The service provider should also be responsible for ensuring the proper functioning of the security items located on the premises. The service provider shall perform to the standards and shall follow all applications and directives as identified in this RFP.

Contract Commencement Date: The contractor is expected to start delivering services on 1st February 2016.

B. SPECIFIC OBJECTIVES

The Contractor shall provide all supervisory, management and other personnel with requisite experience, education, trainings and ability and other resources to plan and provide 24/7 security services operations to the UN BUILDING as defined in this Terms of Reference. The Contractor shall perform to the standards and shall follow all applications and directives as identified in this Terms of Reference and in the Contract.

C. MINIMUM PRODUCTS AND SERVICES REQUIRED BY UNDP:

The service provider shall provide a 24-hour security services and protection to the personnel, assets and premises of the UNDP- SAUDI ARABIA in Riyadh. This shall include, but not limited to the following:

- **Access Control** – The service provider personnel shall be tasked to prevent unauthorized access to the facilities, property, personnel and resources of the UNDP- SAUDI ARABIA facilities in Riyadh, Saudi Arabia. The service provider personnel shall strictly implement the Access Control Procedures in place (with reference to UNDSS SOP in this regard) at UNDP – SAUDI ARABIA.
- **CCTV** – The service provider personnel shall be tasked to monitor the Closed Circuit Television (CCTV) system to prevent breach to the perimeter of the facilities.

- **X- Ray machine** – The service provider shall be tasked to operate the X-ray machine at the main entrance of UNDP-SAUDI ARABIA premises.
- **Hydraulic bollards system** – The service provider shall be tasked to operate the hydraulic bollards system at the main entrance of UNDP-SAUDI ARABIA premises
- **Infrared system** –The service provider shall be tasked to operate the infrared system, where its main panel is installed at the guards’ house of UNDP-SAUDI ARABIA premises
- **Patrolling** – The service provider personnel shall be tasked to provide security to the exterior of all offices, monitor facility fences and protect UNDP-SAUDI ARABIA owned equipment, using roving patrols where required. There will also be a requirement to escort visitors to/from offices within the facilities when needed.
- **Prevention of the unauthorized removal of UN property** – At each exit/entry point the service provider personnel shall be tasked to prevent the unauthorized removal of UN property. This shall entail a visual, non-destructive, and non-invasive search of vehicles as well as a search of hand carried items.
- **Fire Prevention**– The service provider personnel shall be tasked to assist UNDP- SAUDI ARABIA security focal staff in ensuring evacuation of the UNDP- SAUDI ARABIA facilities in accordance with the UNDP- SAUDI ARABIA Emergency Procedures, and also with the use of fire-fighting equipment prior to arrival of the Emergency Services.
- **Medical Emergencies** – The service provider shall be tasked to assist UNDP- SAUDI ARABIA in ensuring that all their staff are adequately trained in first aid to a required level to ensure that each and every security staff member can confidently respond to a medical emergency. UNDP- SAUDI ARABIA shall ensure that the security personnel are adequately trained in their duties in the event of a mass casualty exercise.
- **Hostile surveillance and reconnaissance detection** – the service provider shall be tasked to assist UNDP – SAUDI ARABIA in detecting hostile surveillance and reconnaissance incidents and report them to the UNDP SAUDI ARABIA security involved staff immediately. Such capacity shall be maintained and enhanced through delivering regular hostile surveillance and reconnaissance detection training to the security guards.
- **Crime Scene Protection** - The service provider personnel shall be tasked to mark and secure any scene of crime or incident, from unauthorized entry.
- **Maintenance of Reports** - The service provider personnel shall be tasked to track all incoming and outgoing UN personnel and Visitors in writing. In addition the service provider personnel shall maintain a Daily Occurrence Book, detailing ‘occurrences’ and events which occur during each shift including their observations while conducting regular patrols around the UNDP SAUDI ARABIA Premise.

D. C. SECURITY SERVICES STAFF:

The service provider shall be responsible for providing all equipment, materials and personnel for the execution of the services. UNDP-SAUDI ARABIA will approve equipment, uniforms and other materials prior

to their use in the performance of this contract.

The service provider shall provide properly qualified security personnel, in the correct numbers, on a 24/7 basis to carry out the following functions.

The Service Provider shall provide security services and protection of personnel, assets, property and facilities of the UNDP- SAUDI ARABIA located in Riyadh as follows:

1) Working Hours (Staff Timetable):

No.	Personnel	Function	Days per Week	Hours per Day	Total Posts
1	Security Guard (Female)	Access Control, CCTV monitoring, Female Searching	5 (Sunday to Thursday)	0800h – 1600h	1
				TOTAL	1

S/No.	Personnel	Function	“A” Shift 0700-1500 hrs (8hrs)/Daily	“B” Shift 1500-2300 hrs (8hrs)/Daily	“C” Shift 2300-0700 hrs (8hrs)/Daily	Total Posts
1	Security Supervisor	Supervisor	1	1	-	2
2	Security Guard	Implementing access control and searching procedures, CCTV Monitoring, Vehicle search, foot patrolling.	2	2	2	6
			TOTAL			8
TOTAL NUMBER OF SECURITY GUARDS (male and female) REQUIRED						9

NB: Each security guard should be present in the office half an hour before the start of his/her official duty time.

E. D. DUTIES:

1) Supervisor:

Responsible for the day to day performance of the private security guard-force employed to secure UNDP- SAUDI ARABIA facility in Riyadh.

1. Manage the duties of the security guards ensuring that all guards conduct their duties competently
2. Manage the duty roster and schedules ensuring that the required number of personnel reports for duty each shift.
3. Liaise on a daily basis with the UNDP-SAUDI ARABIA security focal point.
4. Report all incidents to the SAUDI ARABIA security focal point.
5. Submit all required reports promptly and properly.

6. Ensure that the daily occurrence log is properly maintained.
7. Ensure that the Visitor's log is properly maintained.
8. Ensure that the written reports submitted by the supervisor are in clear English, and that he enjoys fair communication skills and language skills in English & Arabic.
9. Ensure that the security procedures of UNDP- SAUDI ARABIA are properly executed.
10. Ensure that UNDP- SAUDI ARABIA access control policies that are based on UNDSS ACP SOP are properly executed and adhered to.
11. Ensure that the guards are properly dressed at all times while on duty.
12. Ensure that the guards report for duty on time and do not leave their duty posts until properly relieved.
13. Ensure that all security guards have proper duty sheets and that they are properly trained to execute their duties.
14. Ensure that the correct number of security guards is present on duty at all times.
15. Ensure that security guards are properly trained by the service provider on their roles in the event of an emergency (medical, fire, bomb scare, etc).
16. Report any deficiencies in the performance of the guard-force to the UNDP- SAUDI ARABIA security focal point.
17. Ensure that all necessary and required emergency equipment (fire alarm system, fire extinguishers, safety boxes, CCTV system, torches, etc) are in place and properly maintained and kept in proper working order.
18. Operate all UNDP- SAUDI ARABIA equipment provided for the guard-force (X-ray machine, hand-held metal detector, walk-through metal detector, CCTV system, vehicle inspecting mirror, hydraulic bollards' system, panic alarm system, infrared system).
19. Ensure the proper control and management of contractors and deliveries.
20. Ensure that all escape routes are kept clear and accessible and that escape door locks are maintained.
21. Ensure that all access doors and gates are kept locked when required.
22. Arrange with UNDP- SAUDI ARABIA security focal point to conduct regular training sessions for guards.
23. Execute any additional tasks and duties that may be delegated by UNDP- SAUDI ARABIA security focal point from time to time.

Qualifications of Company's supervisors /Chief of Security Guards

- Have at least Secondary School certification
- Minimum of 3 years' experience in supervision;
- Minimum of 5 years of work experience as a security guard; Good leadership skills and ability to exercise judgement and at least have the skills and knowledge necessary for self-defense, workplace safety, threat assessment, emergency response and bomb alerts, Information protection, emergencies, Fire prevention and protection and Radio/telephone communications.
- Police Certification Character if available

2) Guards (including the Female):

1. Report on time for duty and remain at duty post until properly relieved.
2. Report for duty properly dressed in a clean and neat uniform.
3. Take proper care of all UNDP- SAUDI ARABIA equipment provided for the execution of duties.
4. Must have a detailed knowledge of UNDP- SAUDI ARABIA security procedures and ensure that these procedures are properly executed.
5. Ensure that UNDP- SAUDI ARABIA access control policies are properly executed and adhered to.
6. Be courteous and polite at all times.
7. Must know the UNDP- SAUDI ARABIA emergency procedures.

Qualifications of Unarmed Security Guards:

- Minimum Secondary school certification

- 2 years' experience Understand guard orders
- maintain guard logs
- Must be able to speak, read and write English
- Must not have a criminal record
- Police Certification Character if available

F. E. PERSONNEL:

The service provider shall furnish all personnel to accomplish the duties and work required by this agreement. The personnel so furnished shall be employees of the service provider.

The service provider shall be able to provide relief personnel to cover for holidays or in the event of regular personnel not reporting for duty at the appropriate time for whatever reasons. The service provider shall be able to provide appropriate relief staff within one (1) hour of notification of absenteeism.

The service provider remains responsible for any subcontractor personnel he/she may employ. There will be no contractual relationship between UNDP-SAUDI ARABIA and any subcontractor used or employed by the service provider. The service provider will remain the sole responsible agent for any and all elements of the contractual agreement, regardless of any arrangements between the service provider and the subcontractor.

The contractor shall provide and maintain all necessary insurance, including medical coverage for the security personnel, equipment and operations at UNDP- SAUDI ARABIA.

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.

Service provider personnel shall not loiter in any working area or patron area. Upon completion of their assigned duty shift, employees shall depart the facility.

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

G. F. QUALIFICATIONS:

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.

H. CONTRACTS MANAGER (expected to spend 2 to 3 hours per week)::

The service provider should appoint a Contract Manager/Supervisor who shall act with full authority for the service provider and shall be responsible for overall management and daily performance of this contract. The Contract Manager/Supervisor shall be the central point of contact for this contract and shall be available at all times to meet on the installation with the UNDP-SAUDI ARABIA Contracting Officer or his/her designated representative. The service provider shall designate this individual in writing (listing name, address and contact telephone numbers) to the Contracting Officer no later than 10 working days prior to the contract start date.

Qualifications of Focal Point /Representative of the security company:

- Level of Education: Secondary school certification
- Minimum of 5 years of police, security or military experience excellent oral and written communication skills;
- Minimum of 3 years' experience in Supervisory/ management positions;
- And at least 5 years of experience in the management and liaison with international and governmental organizations.

I. H. UNIFORMS:

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

1. Trousers.
2. Shirts (Pilot type with two pockets and epaulettes).
3. Belt.
4. Cap.
5. Badges (company name and rank).
6. Shoes.
7. Jersey.
8. Jacket.
9. Baton with baton holder (except Supervisor).

J. I. TRAINING:

The service provider is required to submit documented evidence that their security personnel receive proper training in the following subjects

1. The role and function of Security Personnel.
2. Access control procedures.
3. Telephone procedures.
4. Emergency procedures (bomb threat, evacuation, fire, medical, demonstrations, unruly behavior, etc).
5. Patrolling procedures.
6. Basic First Aid.
7. Use of fire extinguishers.
8. Incident reporting procedures.
9. Keeping of proper security occurrence and incident logs.
10. Uniform care and presentation.
11. Personal hygiene and appearance.
12. Operation of baggage X-ray machine.
13. Operation of hand-held metal detectors.
14. Operation of walk-through metal detectors.

15. Operation of CCTV equipment.
16. Operation of hydraulic bollards
17. Operations of infrared system
18. Operation of panic alarm system.
19. Operation of fire alarm system.

K. J. REMOVAL OF EMPLOYEES:

All personnel employed by the service provider in the performance of this contract or any representative of the service provider entering UNDP-SAUDI ARABIA facilities and installations, shall abide by all security regulations of the installation and shall be subject to such checks as may be deemed necessary. UNDP- SAUDI ARABIA reserves the right to direct the removal of any employee for misconduct, security reasons, or any overt evidence of communicable disease. Removal of the service provider personnel for reasons stated above shall not relieve the service provider from responsibility for total performance in relation to this agreement.

L. K. PERFORMANCE EVALUATION MEETINGS:

The Contract Manager/Supervisor of the service provider shall be required to meet at least weekly with the UNDP- SAUDI ARABIA Responsible Officer or his/her representative during the first month of the contract and thereafter monthly to review the implementation of the contract and other related matters. The Contract Manager/Supervisor will be responsible for the distribution of properly recorded minutes of such meetings.

M. L. RECORDS AND AUDITS:

The service provider shall be required to maintain a complete and separate financial record and accounts for all transactions pertaining to or materially relevant to the operation at UNDP-SAUDI ARABIA facilities in relation to this agreement. This will include, but not limited to, invoices, bills, receipts, vouchers, payroll records, disbursement records, general and sub ledgers and other documentation pertaining to or substantiating expenditure and receipt of revenue on either an accrual or cash basis. The original financial ledgers and sub-ledgers and all original supporting documentation will be made available to inspection and audit by UNDP or any of its designated auditors, either internal, external or specialist, within 24 hours of a written request by the UNDP-SAUDI ARABIA Operation Manager to so present the records. This condition will be binding from commencement to twelve (12) months after expiry of the contract.

N. M. PERSONNEL:

- 1) The Contractor shall be fully responsible for all work and services performed by its security guards, and shall for this purpose employ qualified, competent and well-trained guards to perform the services under the Contract.
- 2) The Contractor shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct. UNDP – SAUDI ARABIA may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or services under this Contract. The Contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by UNDP – SAUDI ARABIA for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Contract.

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

O. N. INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

P. O. INDEMNIFICATION:

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

Q. P. PAYMENT FOR CONTRACTOR'S SERVICES:

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

R. APPROACH and Methodology

The Contract shall be awarded to the service provider that can demonstrate through a written proposal a high degree of experience, ability, competency and best practice in security services.

Written proposal must include the following outputs:

- a) a communication plan to ensure successful management of the Contract.
- b) demonstration of service provider's capability to organize, control and manage personnel on the ground.
- c) composition and structure of the team proposed (Contract Manager, Supervisor and Guards).
- d) demonstration that the service provider has an acceptable security-training program and that the personnel offered will have received proper security training.
- e) ability to provide relievers at short notice.
- f) evidence that security personnel are given sufficient rest days.

S. ADMINISTRATIVE and Management requirements

The Contractor shall be responsible for provision all equipment, materials and personnel for the execution of the security services. UNDSS will approve equipment, uniforms and other materials prior to their use in the performance of the Contract.

The Contractor shall provide properly qualified security personnel, in the correct number for full coverage during office hours:

If an additional security services will be needed for instance for workshops organized during weekend s or for after office activities, a request will be made 1 day in advance. See the below section on "Additional Guards".

T. ADDITIONAL GUARDS

In the event when UNDP or UNDSS assesses the need to have additional security guards on the premises, the security company should be in a position to provide same within 24 hours at the same rate as for existing service. Usually such service request may be triggered by an increase in the security level as assessed by UNDSS. Invoicing for such additional services should be done monthly clearly specifying the event, the date of event and the total time security services was provided.

U. SOCIAL SECURITY

The service provider shall pay all social security benefits that are due to the security guards/supervisor and comply with all local legislations. UNDSS or UNDP may request proof of payment of social security at any time during the contract period.

V. THIRD PARTY LIABILITY:

The service provider shall bear all responsibility and liability, financial and otherwise, for any physical harm caused to his/her employees in the execution of this agreement. Likewise, the service provider shall bear all responsibility and liability, financial and otherwise, for any physical harm to other persons or any physical damage caused to property and equipment caused by its personnel in the execution of this agreement.

W. REMOVAL OF EMPLOYEES:

All personnel employed by the service provider in the performance of this Contract or any representative of the service provider entering UN facilities and installations, shall abide by all security regulations of the installation and shall be subject to such checks as may be deemed necessary. UNDP/UNDSS reserves the right to direct the removal of any employee for misconduct, security or safety/health reasons. Removal of the service provider personnel for reasons stated above shall not relieve the service provider from responsibility for total performance in relation to this agreement.

X. PERFORMANCE EVALUATION MEETINGS:

The Contract Manager/Supervisor of the service provider shall be required to meet at least fortnightly with the UNDP Responsible Officer or his/her representative during the first month of the Contract and thereafter quarterly or more often as may be required to review the implementation of the Contract and other related matters. The Contract Manager/Supervisor will be responsible for the distribution of properly recorded minutes of such meetings.

Y. RECORDS AND AUDIT:

The service provider shall be required to maintain a complete and separate financial record and accounts for all transactions pertaining to or materially relevant to the operation at the UN building in relation to this agreement. This will include, but not limited to, invoices, bills, receipts, vouchers, payroll records, disbursement records, general and sub ledgers and other documentation pertaining to or substantiating expenditure and receipt of revenue on either an accrual or cash basis. The original financial ledgers and sub ledgers and all original supporting documentation will be made available to inspection and audit by UNDP or any of its designated auditors, either internal, external or specialist, within 72 hours of a written request by the UNDP Operations to so present the records. This condition will be binding from commencement to twelve (12) months after expiry of the Contract.

I. Indemnification:

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

II. Key Performance Indicators and Service Level

The following KPIs shall be applicable in the resultant Contract:

1. Gaps in Coverage - No Show Alerts

a) The Contractor shall explain how quickly (regardless of the date or time) UNDP/UNDSS shall be alerted if there is a potential gap in scheduled coverage.

b) The Contractor shall provide monthly statistics showing any coverage lapses.

2. Alert Checks and attendance, for onsite Guards

a) The Contractor should provide Monthly time sheet for guard attendance.

III. Location Checks

a) The Contractor shall establish, in conjunction with UNDP/UNDSS, a list of all locations that shall be checked and the timing for those checks.

b) The Contractor shall provide an easy method that confirms those checks were recorded.

IV. Required Actions

a) The Contractor shall establish, in conjunction with the UNDP/UNDSS, a list of all required actions that should be taken and the timing for those actions.

b) The Contractor shall provide an easy method that confirms those checks were recorded.

V. Supervisory Response

a) The Contractor shall establish, in conjunction with UNDP/UNDSS, a procedure where Security Guard issues are clearly recorded, including the Guard's name, the date and time of the issue, and a brief description of the issue.

b) The Contractor will offer an easy documented method that confirms when the issue was first addressed with UNDP/UNDSS and the resulting corrective action for that issue.

VI. Daily Activity Reports (Logs)

a) The Contractor shall establish, in conjunction with UNDP/UNDSS, a procedure for clearly documenting the important on duty Guard activities.

b) The Contractor shall provide an easy method to view those reports, by any authorized Manager at any time.

VII. Penalty:

1. If the Contractor does not meet the requirements of the Terms of Reference as this will affect the Key Performance Indicators/quality of the services, the Contractor shall be liable to a penalty.
2. The performance of the Contractor shall be evaluated by the United Nations Department of Safety and Security Team on a monthly basis and if services are evaluated as not satisfactory, a penalty shall be deducted from the invoice of the respective month during which the Contractor under performed.
3. The amount of penalty shall not exceed 30% of the total value of invoice of the respective month during which the Contractor underperformed and shall be calculated based on the percentage of shortfall against the set targets at the onset of the Contract. Under performance in any of the KPIs listed above shall attract a penalty of a maximum of 5% of the total value of invoice.
4. The detailed amount of the penalties shall be notified to the Contractor, who may object within 30 days from the date of receipt of notification. Failure of objection within the specified period, the Contractor shall be deemed to have accepted the penalty.

VIII. Contract Termination:

The Contract Termination Notice Period shall be 90 days starting from the (1st) day of the month. If notice is given after the first (1st) day of the month; the three (3) month notice will not start until the following month.

IX. Facilities to be provided by UNDP

The security guard will have a desk inside the UN building at its entrance. Visitor badges and necessary log books should be kept in a secured drawer at the end of each day. One set of keys to the drawer will be available to UNDSS and UNDP for necessary inspection as needed. Access to the entrance of the UN compound is via swipe cards. All UN Personnel will be issued necessary access cards. The entrance door to the UN compound automatically locks after 5:00 PM and between 12:00 to 13:00 (lunch time). In the morning the door unlocks at 8:00 am.

Before the start of the assignment UNDSS will provide an induction to the security company covering the office access policy, evacuation plan and location of the security post.

X. Expected duration of the contract/assignment

The initial Contract shall be for one (1) year, with the option to extend for an additional two (2) or one (1) year periods up to a maximum of three (3) years.

XI. Professional Qualifications of the Successful Contractor and its key personnel

- a) The Contractor must have history in the security industry and at least 5 years of experience in required sphere
- b) The Contractor must be properly registered in accordance with National laws and legislation
- c) The Contractor must provide at least 3 references from previous or current clients.
- d) 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 misdemeanour during a five (5) year period preceding the date of submission proposal. Police report attesting to this from the local Police will be made available to UNDP.

XII. Price and Schedule of Payments

- a) The contractor should provide all-inclusive fixed price which will be paid based on a monthly rate adjustable in accordance to any extension or reduction in the duration of engagement.
- b) Payments for the provided services will be made on the 10th of each month, subject to approval of

UNDP Responsible Officer.

Section 6: Returnable Bidding Forms / Checklist

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

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

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
▪ Form H: Proposal Security Form (Not Required)	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

▪ Form F: Financial Proposal Submission Form (Password protected only)	<input type="checkbox"/>
▪ Form G: Financial Proposal Form (password protected) (Mandatory)	<input type="checkbox"/>

The financial proposal should be password protected and uploaded to the eTendering system. The password of the financial proposal must not be provided to UNDP until requested by UNDP. No price value should be disclosed in your technical proposal.

IMPORTANT NOTICE: DO NOT DISCLOSE your price anywhere in your submission or e-tendering system other than an encrypted financial proposal. Please insert “1” as your bid price in the e-tendering line item.

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	
RFP reference:	RFP/SAU/020/016 Provision of Security Services for United Nations Building in Riyadh		

We, the undersigned, offer to provide the services for Provision of Security Services for United Nations Building in Riyadh in accordance with your Request for Proposal No. RFP/SAU/020/016 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

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

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

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

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, , including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Local Government permit to provide security Services within Saudi Arabia ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ ▪ Statement of Satisfactory Performance from the Top <i>Three</i> Clients in terms of Contract Value in the past 5 years

- All information regarding any past and current litigation during the last five (5) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. If applicable.;
- Completed and detailed CVs for the proposed Key Staff Positions required outlined in the TOR;
- Detailed Technical Proposal. Includes context analysis, evidence sources/data, proposed methodology for the project, Results Framework, Risk Analysis etc. **(Mandatory)**
- Financial Audit Reports for the past 5 years (2014, 2015, 2016, 2017, 2018). The offeror has completed a certified audited financial statement for 2019 can also submit the report which will be considered for evaluation.
- Form A: Bid Submission Form **(Mandatory)**
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/ Association Information Form **(Mandatory)** if applicable
- Form D: Qualification Form
- Form E: Format of Technical Bid (including Implementation plan and Technical compliance sheet)
- Form F: Financial Proposal Form

Form C: Joint Venture/Consortium/Association Information For

Name of Bidder:	[Insert Name of Bidder]	Date:	
RFP reference:	RFP/SAU/020/016 Provision of Security Services for United Nations Building in Riyadh		

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

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

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

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

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

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Name of partner:

Signature: _____

Date: _____

Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	
RFP reference:	RFP/SAU/020/016 Provision of Security Services for United Nations Building in Riyadh		

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

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

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

Previous Relevant Experience

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

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

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

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

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

Financial Standing

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

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			

Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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

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

Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	
RFP reference:	RFP/SAU/020/016 Provision of Security Services for United Nations Building in Riyadh		

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

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

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

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 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 and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

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

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

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	
RFP reference:	RFP/SAU/020/016 Provision of Security Services for United Nations Building in Riyadh		

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

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

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

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

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form

Name of Bidder:	[Insert Name of Bidder]	Date:	
RFP reference:	RFP/SAU/020/016 Provision of Security Services for United Nations Building in Riyadh		

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

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

Currency of the proposal: SAR

A. Cost Breakdown per Deliverable*

	Deliverables	Price per month	Total Price for the 1 st year	Total Price for the 2 nd year	Total Price for the 3 rd year
1	Monthly Services provided as per the Terms of References				
	Total				

**This shall be the basis of the payment tranches*

B. Cost Breakdown by Cost Component - *Mandatory to be completed by the Security Company*

Description of Activity	Cost per Hour	Portion paid to the guard	Portion for the company	Total Rate
I. Personnel Services				
1. Contract Manager				
2. Supervisor				
3. Guard (Normal Hour)	*****	*****	*****	*****
4. (Please add all cost breakdown of the				

amount stated in Table A)				
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Form H: Form of Proposal Security

**Proposal Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNDP dated to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

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

- 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 Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of 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 without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]