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## **INVITATION TO BID**

# PROVISION OF UNARMED GUARD SECURITY SERVICES TO AGENCIES OF THE UNITED NATIONS SYSTEM IN GUINEA - BISSAU

- ITB No.: **ITB/UNDP/GB/002/2020**
- Project: Participating Agencies Budgets
- Country: Guinea Bissau
- Issued on: 13 November 2020

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## Section 1. Letter of Invitation

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

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

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

- Form D: Qualification Form
- Form E: Format of Technical Bid
- Form F: Price Schedule

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

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

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

Issued by

Umaro Seidi

Name: Procurement Unit Title: [insert title] Date: **November 13, 2020**  Approved by:

Name: Mrs. Safiata Dia Date Title: Deputy Resident Representative Date: **November 13, 2020** 

## Section 2. Instruction to Bidders

### GENERAL PROVISIONS

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

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

	Cost of Preparation of Bid	6.1	The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.
7.	Language	7.1	The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.
	Documents Comprising the Bid	8.1	<ul> <li>The Bid shall comprise of the following documents and related forms which details are provided in the BDS:</li> <li>a) Documents Establishing the Eligibility and Qualifications of the Bidder;</li> <li>b) Technical Bid;</li> <li>c) Price Schedule;</li> <li>d) Bid Security, if required by BDS;</li> <li>e) Any attachments and/or appendices to the Bid.</li> </ul>
	Documents Establishing the Eligibility and Qualifications of the Bidder	9.1	The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.
	Technical Bid Format and	10.1	The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
	Content	10.2	Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified.
		10.3	When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
		10.4	When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB.
11.	Price Schedule	11.1	The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
		11.2	Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.
12.	Bid Security	12.1	A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
		12.2	The Bid Security shall be included along with the Bid. If Bid Security is required

		by the ITB but is not found in the Bid, the offer shall be rejected.
	12.3	If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid.
	12.4	In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.
	12.5	The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
		<ul> <li>a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;</li> <li>b) In the event the successful Bidder fails: <ul> <li>i. to sign the Contract after UNDP has issued an award; or</li> <li>ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</li> </ul> </li> </ul>
13. Currencies	13.1	All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:
		a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and
		b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. Joint Venture, Consortium or Association	14.1	If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
	14.2	After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.
	14.3	The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.
	14.4	The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by

	UNDP.	
	.5 A JV, Consortium or Association in presenting its track record an should clearly differentiate between:	d experience
	a) Those that were undertaken together by the JV, Consortium o and	r Association;
	b) Those that were undertaken by the individual entities of the JV or Association.	/, Consortium
	.6 Previous contracts completed by individual experts working privative are permanently or were temporarily associated with any of the right cannot be claimed as the experience of the JV, Consortium or A those of its members, but should only be claimed by the individual themselves in their presentation of their individual credentials	nember firms ssociation or
	.7 JV, Consortium or Associations are encouraged for high value, requirements when the spectrum of expertise and resources require available within one firm.	
15. Only One Bid	.1 The Bidder (including the individual members of any Joint Venture only one Bid, either in its own name or as part of a Joint Venture.	) shall submit
	<ul> <li>Bids submitted by two (2) or more Bidders shall all be rejected if the to have any of the following:</li> <li>a) they have at least one controlling partner, director or she common; or</li> <li>b) any one of them receive or have received any direct or indirect the other/s; or</li> <li>c) they have the same legal representative for purposes of this IT</li> <li>d) they have a relationship with each other, directly or through or parties, that puts them in a position to have access to informal influence on the Bid of another Bidder regarding this ITB proceed</li> <li>e) they are subcontractors to each other's Bid, or a subcontracter also submits another Bid under its name as lead Bidder; personnel proposed to be in the team of one Bidder particip than one Bid received for this ITB process. This condition repersonnel, does not apply to subcontractors being included one Bid.</li> </ul>	aareholder in subsidy from B; or ommon third tion about, or ess; or to one Bid or some key pates in more elating to the
16. Bid Validity Period	.1 Bids shall remain valid for the period specified in the BDS, comme Deadline for Submission of Bids. A Bid valid for a shorter period ma by UNDP and rendered non-responsive.	-
	.2 During the Bid validity period, the Bidder shall maintain its origina any change, including the availability of the Key Personnel, the pr and the total price.	
17. Extension of Bid Validity Period	.1 In exceptional circumstances, prior to the expiration of the Bid va UNDP may request Bidders to extend the period of validity of the request and the responses shall be made in writing, and shall be integral to the Bid.	neir Bids. The
	.2 If the Bidder agrees to extend the validity of its Bid, it shall be done change to the original Bid.	e without any

	17.3	The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.
18. Clarification of Bid (from the Bidders)	18.1	Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.
	18.2	UNDP will provide the responses to clarifications through the method specified in the BDS.
	18.3	UNDP shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bids, unless UNDP deems that such an extension is justified and necessary.
19. Amendment of Bids	19.1	At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.
	19.2	If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.
20. Alternative Bids	20.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.
	20.2	If multiple/alternative bids are being submitted, they must be clearly marked as "Main Bid" and "Alternative Bid"
21. Pre-Bid Conference	21.1	When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to ITB.

c. SUBMISSION	AN	D OPENING OF BIDS
22. Submission	22.1	The Bidder shall submit a duly signed and complete Bid comprising the documents and forms in accordance with requirements in the BDS. The Price Schedule shall be submitted together with the Technical Bid. Bid can be delivered either personally, by courier, or by electronic method of transmission as specified in the BDS.
	22.2	The Bid shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Bid.
	22.3	Bidders must be aware that the mere act of submission of a Bid, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.
Hard copy (manual)	22.4	Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:
submission		a) The signed Bid shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.
		<ul> <li>(b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which_shall: <ol> <li>Bear the name of the Bidder;</li> <li>Be addressed to UNDP as specified in the BDS; and</li> <li>Bear a warning not to open before the time and date for Bid opening as specified in the BDS.</li> </ol> </li> </ul>
		If the envelope with the Bid is not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Bid.
Email and eTendering	22.5	Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:
submissions		a) Electronic files that form part of the Bid must be in accordance with the format and requirements indicated in BDS;
		b) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivered as per the instructions in BDS.
	22.6	Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: <u>http://www.undp.org/content/undp/en/home/operations/procurement/busine</u> <u>ss/procurement-notices/resources/</u>
23. Deadline for Submission of Bids and Late	23.1	Complete Bids must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognise the actual date and time that the bid was received by UNDP
Bids	23.2	UNDP shall not consider any Bid that is received after the deadline for the

		submission of Bids.
24. Withdrawal, Substitution, and	24.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted at any time prior to the deadline for submission.
Modification of Bids	24.2	Manual and Email submissions: A bidder may withdraw, substitute or modify its Bid by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Bids, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"
	24.3	eTendering: A Bidder may withdraw, substitute or modify its Bid by Cancelling, Editing, and re-submitting the Bid directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Bid as needed. Detailed instructions on how to cancel or modify a Bid directly in the system are provided in the Bidder User Guide and Instructional videos.
	24.4	Bids requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened.
25. Bid Opening	25.1	UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members.
	25.2	
	25.3	In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened.
D. EVALUATION	I OF	BIDS
26. Confidentiality	26.1	Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.
	26.2	Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP's decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP's vendor sanctions procedures.
27. Evaluation of	27.1	UNDP will conduct the evaluation solely on the basis of the Bids received.
Bids	27.2	<ul> <li>Evaluation of Bids shall be undertaken in the following steps:</li> <li>a) Preliminary Examination including Eligibility</li> <li>b) Arithmetical check and ranking of bidders who passed preliminary examination by price.</li> <li>c) Qualification assessment (if pre-qualification was not done)</li> </ul>
	- 1	12

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

		<ul> <li>works, as deemed necessary;</li> <li>Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</li> <li>f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.</li> </ul>
32. Clarification of Bids	32.1	To assist in the examination, evaluation and comparison of Bids, UNDP may, at its discretion, request any Bidder for a clarification of its Bid.
	32.2	UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bids, in accordance with the ITB.
	32.3	Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bids.
33. Responsiveness of Bid	33.1	UNDP's determination of a Bid's responsiveness will be based on the contents of the bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, specifications and other requirements of the ITB without material deviation, reservation, or omission.
	33.2	If a bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
34. Nonconformities, Reparable Errors and Omissions	34.1	Provided that a Bid is substantially responsive, UNDP may waive any non- conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.
	34.2	UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	34.3	For the bids that have passed the preliminary examination, UNDP shall check and correct arithmetical errors as follows:
		a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case, the line item total as quoted shall govern and the unit price shall be corrected;
		b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
		c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
	34.4	If the Bidder does not accept the correction of errors made by UNDP, its Bid shall

		be rejected.
E. AWARD OF C		TRACT
35. Right to Accept, Reject, Any or All Bids	35.1	UNDP reserves the right to accept or reject any bid, to render any or all of the bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36. Award Criteria	36.1	Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.
37. Debriefing	37.1	In the event that a Bidder is unsuccessful, the Bidder may request for a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future Bids for UNDP procurement opportunities. The content of other Bids and how they compare to the Bidder's submission shall not be discussed.
38. Right to Vary Requirements at the Time of Award	38.1	At the time of award of Contract, UNDP reserves the right to vary the quantity of goods and/or services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
39. Contract Signature	39.1	Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security, if any, and on which event, UNDP may award the Contract to the Second highest rated or call for new Bids.
40. Contract Type and General Terms and Conditions	40.1	The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a>
41. Performance Security	41.1	A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/ layouts/15/WopiFrame.aspx?sourcedoc=/UNDP POPP DOCUMENT LIBRARY/Public/PSU Solicitation Performance%20Guarantee%20 Form.docx&action=default within a maximum of fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1	Except when the interests of UNDP so require, it is UNDP's standard practice to not make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per the BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form

		available at <u>https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP</u> <u>DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20</u> <u>and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=de</u> <u>fault</u>
43. Liquidated Damages	43.1	If specified in the BDS, UNDP shall apply Liquidated Damages for the damages and/or risks caused to UNDP resulting from the Contractor's delays or breach of its obligations as per Contract.
44. Payment Provisions	44.1	Payment will be made only upon UNDP's acceptance of the goods and/or services performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of goods and/or services issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of the contract.
45. Vendor Protest	45.1	UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html
46. Other Provisions	46.1 46.2 46.3	In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar goods and/or services, UNDP shall be entitled to the same lower price. The UNDP General Terms and Conditions shall have precedence. 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. 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&refer

## Section 3. Bid Data Sheet

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

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Bid	English / French
2		Submitting Bids for Parts or sub- parts of the Schedule of Requirements (partial bids)	Not Allowed
3	20	Alternative Bids	Shall not be considered
4	21	Pre-Bid conference	Will be Conducted Time: 10 a.m. Date: November 23, 2020 10:00 AM Venue : Virtual meeting The UNDP focal point for the arrangement is: Mr. Umaro Seidi E-mail: umaro.seidi@undp.org
5	16	Bid Validity Period	90 days
6	13	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Choose an item. NA
9	40	Performance Security	Not Required

10	12	Currency of Bid	Local currency _FCFA	
11	31	Deadline for submitting requests for clarifications/ questions	7 days before the submission deadline	
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: E-mail address: <b>registry.gw@undp.org</b>	
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	Posted directly to eTendering	
14	23	Deadline for Submission	1 <sup>st</sup> of December 2020 For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.	
14	22	Allowable Manner of Submitting Bids	<ul> <li>□ Courier/Hand Delivery</li> <li>□ Submission by email</li> <li>∞ e-Tendering</li> </ul>	
15	22	Bid Submission Address	[For eTendering method, keep link below and insert Event ID information] https://etendering.partneragencies.org Insert BU Code and Event ID number	
16	22	Electronic submission (email or eTendering) requirements	<ul> <li>Format: PDF files only</li> <li>File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.</li> <li>All files must be free of viruses and not corrupted.</li> <li>Max. File Size per transmission: 5MB</li> <li>Mandatory subject of email: PROVISION OF UNARMED GUARD SECURITY SERVICES TO AGENCIES OF THE UNITED NATIONS SYSTEM IN GUINEA - BISSAU</li> <li>Documents which are required in original (e.g. Bid Security) should be sent to the below address with a PDF copy submitted as part of the electronic submission: soumissions.gw@undp.org</li> </ul>	
17	25	Date, time and venue for the opening of bid	In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened.	

18	27, 36	Evaluation Method for the Award of Contract	Lowest priced technically responsive, eligible and qualified bid.
19		Expected date for commencement of Contract	January 1, 2021
20		Maximum expected duration of contract	Initial Period of 1 (one) year and renewable up to a maximum period of 3 (three) years based on satisfactory performance
21	35	UNDP will award the contract to:	One Proposer Only
22	39	Type of Contract	LTA contract http://www.undp.org/content/undp/en/home/procurement/busi ness/how-we-buy.html
23	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Contracts http://www.undp.org/content/undp/en/home/procurement/busi ness/how-we-buy.html
24		Other Information Related to the ITB	N/A

## Section 4. Evaluation Criteria

#### **Preliminary Examination Criteria**

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

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

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

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

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

Subject	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: Bid Submission Form	
<b>Conflict of Interest</b> No conflicts of interest in accordance with ITB clause 4.		Form A: Bid Submission Form	
Bankruptcy	Has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Bid Submission Form	
Certificates and Licenses	<ul> <li>Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer</li> <li>Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Export/Import Licenses, if applicable</li> </ul>	Form B: Bidder Information Form	
QUALIFICATION			

History of Non- Performing Contracts <sup>1</sup>	rforming contractor default for the last 3 years.	
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 <b>5</b> years of relevant experience.	Form D: Qualification Form
	Minimum <b>3</b> contracts of similar value, nature and complexity implemented over the last <b>3</b> years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Financial Standing	Minimum average annual turnover <sup>2</sup> of USD120,000.00 for the last 3 years. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. (For JV/Consortium/Association, all Parties cumulatively should meet requirement).	Form D: Qualification Form
Technical Evaluation	The technical bids shall be evaluated on a pass/fail basis for compliance or non-compliance with the technical specifications identified in the bid document.	Form E: Technical Bid Form
Financial Evaluation	Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F. Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable) Comparison with budget/internal estimates.	Form F: Price Schedule Form

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

<sup>&</sup>lt;sup>2</sup> Minimum annual turnover should be based on industry standards but modified to reflect market context (e.g. for construction works, it is around 2-3 times the expected value of works contracts).

# Section 5a: Schedule of Requirements and Technical Specifications/Bill of Quantities

#	Item to be supplied Description/Specifications <sup>3</sup>	Quantity	Delivery Date	Other Information
1	Unarmed Guard Security Services at UN Buildings	100	1 <sup>st</sup> January 2021	
2	Unarmed Guard Security Services at UN Residences	336	1 <sup>st</sup> January 2021	

1. The UN Agencies of the United Nations System in Guinea-Bissau (hereinafter referred to as the UN) have various offices and facilities, including residences for their International personnel in Bissau and regions.

2. The Agencies of the United Nations System in Guinea-Bissau intends to continue outsourcing the unarmed security services that are predominantly related to access control posts, foot and mobile patrols, security of infrastructures and safety of parked vehicles within the perimeter fence lines of the existing installations.

3. Please refer to Appendix "A" to this document for the description of the sites and the number of guards required for the different existing installations.

4. As international organizations, UN Agencies have their own security standards, in addition to those of dress and conduct, which are continuously modified to meet the needs and reflect the level of threat. The United Nations Security Adviser for Guinea- Bissau (hereinafter referred to as the "SA") will inform the Contractor of the required level of security at the selected locations.

5. The Contractor appointed as a result of this solicitation shall be provided reception offices, guards' posts and internal telephone lines to facilitate the interaction with the Security Section.

6. Any contract(s) resulting from this bidding exercise shall be awarded on a non-exclusive basis. The intended term of contract(s) shall be for an initial period of one (1) year, with an option, at the sole discretion of UN Agencies, to extend the contract for 2 additional years under the same terms and conditions and at the same prices as agreed by UN Agencies and the successful bidder(s). However, it is important to note that the duration of relevant contract(s) shall be subject to satisfactory performance of the Contractor(s).

#### REQUIREMENTS

<sup>&</sup>lt;sup>3</sup> Clustering items by lots, if any, is recommended, especially if partial bids will be allowed.

7. The Bidder shall delineate within its bid and thereafter employ adequate number of staff to cover leave rotations, holidays, weekends and sickness. All costs related to above mention should be included in the Bidder's price proposal per person. The company should include, in the offer to this RFP, information related to above-mentioned requirements and provide a breakdown of the total number of proposed staff by age, education level and previous experience. The Bidder shall accept that from time to time, the level of services and security personnel required would increase or decrease and the Contractual price should adjust accordingly, without any changes in the standard rates applied for security personnel.

From its previous experience of guards not performing appropriately because of low salaries and late payment, the UN in order to ensure the safety and security of its personnel and sites decides that all the proposed guards must be fluent in Portuguese (in writing and speaking) and should be at least at a grade 7 in the security category of jobs with a minimum net salary of 60.000 CFA/month. (Proficiency in English and/or French is desirable).

8. All personnel to be proposed / provided by the Bidder/Contractor for performance of work under this Statement of Work shall be fully qualified as Security Guards, to a standard as approved by UN Agencies and in accordance with all relevant statutes operating within the Republic Guinea-Bissau.

9. The Contractor awarded as a result of this solicitation shall also be required to provide additional security personnel on an as-and-when-required basis, following the receipt of authorized written request from the SA or his/her designated representative (RSO or ASO), at the flat rates as set out in any subsequent Contract which may result from this solicitation.

#### MOBILIZATION

10. Bidders are required to provide a mobilization program and timeline in their Technical Proposals. UN Agencies requires all personnel, equipment, supplies and materials to be used in support of the Contract to be on the sites by the mobilization period, in order to certify that the mobilization programme has been completed. A maximum of 20 days will be considered as technically acceptable by UN Agencies, a swifter mobilization period will be regarded more favorably.

#### RESPONSIBILITIES OF THE CONTRACTOR AWARDED AS A RESULT OF THIS SOLICITATION

#### 11. Access Control.

(a) The UN AGENCIES installations mentioned in Appendix "A" to this document will be accesscontrolled areas. The Contractor's security personnel will be unarmed and tasked to prevent unauthorized personnel or vehicular entry into UN AGENCIES controlled areas. The generic duties and responsibilities of the Contractor's Security Guards are outlined in Appendix "B" to this document. (b) There are numerous employee/visitor entrances or points of entry. At each point of entry, the Contractor shall maintain a "Visitors' Book" for non- UN personnel visiting UN AGENCIES for official or social purposes.

(c) The Contractor may be required to maintain pedestrian and/or vehicular traffic records at selected posts. Any violations are to be immediately reported to the UN Security Duty Officer.

(d) Personnel movement in areas identified by UN AGENCIES as "restricted" shall be closely controlled / monitored. UN AGENCIES may install Access Card Devices for restricted areas at a later date.

12. Patrol Duties. The Contractor shall patrol the contracted installations, i.e. provide physical security of the exterior of all buildings, monitor compound fence lines and protect UN-Owned Equipment (UNOE), using continuous roving patrol guards.

13. Unauthorized Removal of Property. At each point of entry/exit, the Contractor shall prevent the unauthorized removal of UNOE from the UN AGENCIES premises. This will entail a visual, non-destructive and non-invasive search of vehicles entering/exiting the UN AGENCIES compounds, as well as a search of hand-carried items. UN Material and Package Passes are to be employed for the carriage of authorized UNOE. A copy of this pass will be collected by the Contractor's security personnel from the driver/pedestrian at the point of entry and submitted to the UN Security Duty Officer along with the Daily Occurrence Book (DOB) for that shift.

14. Fire Inspections.

(a) The Contractor shall train its personnel to identify potentially unsafe conditions, such as fire or explosions and react to their occurrence.

(b) Upon detection of fire in any UN AGENCIES installations or vehicles, the Contractor shall ensure that the compound residents are immediately alerted, the incident reported to the Duty Security Officer or Radio Room, and immediate action is taken to extinguish the fire.

(c) The Contractor shall ensure that all its security personnel are fully trained in the use of "inhouse" fire-fighting equipment and are aware of the actions necessary to minimize damage and expedite fire-fighting assistance, as required. The in-house fire-fighting equipment currently consists of ABC fire extinguishers and 52mm fire hydrants with hoses. The SA or his/her designated representative will notify the Contractor of all changes in the type of new fire-fighting equipment in writing. The Contractor shall have 30 days to train its personnel on the use of the new equipment.

(d) The Contractor's security personnel shall immediately report all unsafe conditions noted on their patrol routes. These will be recorded in the Daily Occurrence Book at the end of each shift or be dealt with immediately, if required.

15. Fire Drills. While UN AGENCIES shall include the Contractor in fire drills when scheduled, this does not preclude the Contractor from conducting its own fire drills to maintain the competency of its personnel. As stated in Appendix "C" to this document, all the Contractor's security personnel must have fire prevention and fire-fighting training before deployment. The Contractor shall also ensure that all its security personnel deployed to the contracted work sites are familiar with the fire evacuation plan and execution thereof.

16. First Aid Training. All guards must have basic First aid Training.

17. Coverage. The Contractor shall ensure that all posts are continually staffed throughout the duration of each shift.

18. Crime Scene Protection. The Contractor is to immediately report to GFM any evidence of theft, break-in, fire, vehicle accidents/incidents and any other occurrences affecting UN AGENCIES personnel or property within and including the compound perimeters. The Contractor shall immediately mark and secure the scene of such occurrences and prevent unauthorized access prior to the arrival of the investigating officer.

19. Motor Vehicles. The Contractor shall enforce the policies established by UN AGENCIES, to promote the safe operation of motor vehicles. These policies are made available in the UN AGENCIES Driver's Handbook, and violations are to be immediately reported to the UN Security Duty Officer. The Contractor shall be authorized to direct traffic at or in the immediate vicinity of a point of entry, if such a necessity arises.

#### ADMINISTRATIVE PLANNING

20. Standard Operating Procedures. The Contractor shall be responsible for familiarization and updating with the UN AGENCIES Standard Operating Procedures (SOP's) for the external security functions.

21. Emergency Plans. The Bidder shall demonstrate a familiarity with operational plans to meet emergencies, including, but not necessarily limited to, those caused by Fire, weather, earthquakes, riots, felonious intrusions and explosive incidents. The SA will have such plans made available to the Contractor upon commencement of work under the Contract.

22. Records and Reports. A summary of required reports is listed below. The Bidder shall demonstrate familiarity with these formats and may propose to combine reports for efficiency in preparation, insofar as the basic information is provided within the specified timeframe. All administrative files, including details of security personnel on duty at each location at any given time, complaints, incidents, investigations, post and radio logs, shift reports, work schedules, equipment inventories, lost and found property, etc., shall be maintained at the UN AGENCIES facilities and will be the property of UN AGENCIES.

(a) Daily Occurrence Book;

- (b) Visitors' Log; and
- (c) Staff Working After Hours Log.

#### PERFORMANCE MEETING

23. Following Contract award a regular performance meeting will be held between the Security Section and the Contractor or its senior representative, not less than once per month. Written minutes of the meetings shall be prepared by UN AGENCIES and forwarded to the Contractor.

24. The Security Section will closely monitor the Performance of the contract in collaboration with its respective Self-Accounting Unit. The Security Section shall ensure that the contractor has fully implemented the Mandatory contractual criteria, i.e., the emoluments received by the contractor's employees are complying to the local and the international labor law as well as paid holidays, acceptable working conditions, and medical treatment. The Security Section shall ensure that the treatment of the contractor personnel would not be in conflict with the reputation and the image of United Nations.

#### THE CONTRACTOR'S PERSONNEL

25. Individual Files. The Bidder shall demonstrate that it has a plan to maintain personnel files, which include the police background check on all of its personnel assigned to perform under any subsequent Contract resulting from this solicitation. These files shall be maintained by the Contractor and are subject to inspection by the SA or his/her designated representatives at any time.

25 a. Qualifications.

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

- i. must be at least 18 years of age;
- ii. be physically able to perform all general patrol duties, functions and activities;
- iii. be free from all communicable diseases;
- iv. be well proportioned, as to height and weight;

v. be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;

- vi. be verified as a "non-combatant"
- vii. have binocular vision correctable to 20/30; and

viii. have adequate color acuity and be capable of hearing normal conversation at three (3) meters without either ear, without the benefit of a hearing aid.

(b) The successful Bidder shall demonstrate a plan to conduct pre-hire physical examinations at its own cost and expense, to ensure compliance with the above-mentioned requirements. Any request for waivers must be approved in advance by the Security Section in writing.

(c) All proposed employees shall be literate in Portuguese to the extent of reading and understanding printed regulations, detailed written orders, training instructions and materials. In addition, they must be capable of understanding oral English and able to communicate in the same language.

(d) No proposed employee shall have been terminated from any previous employment other than honorable circumstances.

(e) No proposed employee shall have been convicted of a felony or misdemeanor.

(f) All proposed employees must possess the capacity to acquire a good working knowledge in all aspects of the position requirements of the contracted security force, i.e. post orders.

(g) The Contractor's employees shall be subject to a background investigation, to be conducted by the Contractor through established local police structures / mechanisms prior to being employed and assigned to UN AGENCIES unarmed security services project. Copy of each Employee's National Identification card including a latest Certificate of Criminal Record (Registo Criminal) issued in a period of no less than three (s) months should be provided to the Security Section at least two weeks before the employee is requested to start work, for review and approval.

#### 26. Personal Appearance.

(a) The successful Bidder shall provide at its own cost all uniform apparel and equipment to its personnel. Uniformed personnel are expected to keep a clean, neat appearance and present a professional bearing, with well fitting, color coordinated uniforms. On a duty shift, they shall be cleanly shaven and with their uniform items in good order, clean and properly pressed, with black shoes or boots properly polished. Sport or training shoes are not to be worn. The successful Bidder shall submit sample uniforms to UN AGENCIES for final approval prior to the start of any contractual arrangement. The cleaning and ironing of all uniforms used by the Contractors personnel will be the sole responsibility of the Contractor and no costs related to this will be submitted to UN AGENCIES for consideration.

(b) The Bidder shall demonstrate that it has a plan to ensure that its personnel are physically capable of standing watch, i.e. not having consumed alcoholic beverages or other types of intoxicants within the previous twelve (12) hours and are sufficiently rested. Smoking while working is not permitted.

(c) The subsequent successful Contractor shall ensure that all its personnel are informed of and understand the guard assignments and special instructions.

(d) Bidders must state within their proposal that their policy is that only conservative prescription eyeglasses may be worn with the uniform. This policy must make clear that sunglasses may be worn, provided however eyeglasses that are faddish in style or in color (bright, iridescent or fluorescent orange, yellow, red, etc.) shall not be worn. Mirrored or opaque sunglasses may not be worn.

Sunglasses or darkly tinted glasses shall not be worn inside the buildings, unless deemed medically necessary by a licensed physician.

(e) Bidders should state that no lettering, design or colored undergarment shall be visible through the uniform shirt.

(f) The Bidder shall state that its hiring policy is that no visible body piercing or tattoos are permitted.

27. Special Requirements – Male Guards.

The following guidelines are indicative with regards to the expected personal deportment of Contracted Security staff. The Bidder should outline its standards with regards to these and delineate those within its proposal

(a) Male guards shall keep their hair clean, neat, and combed at all times. The length and/or bulk of the hair shall not be excessive or present a ragged, unkempt or extreme appearance. In no case will the length and/or bulk of the hair interfere with the normal wearing of uniform headgear, neither will it be so long as to cover the top of the ears or collar.

(b) Sideburns are permitted, provided that they are neatly trimmed. The base will be a cleanshaven horizontal line. Sideburns will not extend downward below the lowest part of the exterior ear lobe.

(c) A mustache, if worn by the Contractor's personnel, shall be short and neatly trimmed so as not to appear bushy and may not extend over the upper lip or beyond the corners of the mouth.

(d) Beards, if worn, must be neatly trimmed close to the face and, in any case, no longer than 1 cm.

(e) Male guards shall not wear earnings, nose studs or any other forms of facial piercing.

28. Special Requirements – Female Guards.

The following guidelines are indicative with regards to the expected personal deportment of Contracted Security staff. The Bidder should outline its standards with regards to these and delineate those within its proposal:

(a) Female guards shall keep their hair clean, neat, and styled at all times. Bouffant and modified bush hairstyles are acceptable if they allow proper wearing of a uniform hat.

(b) Female guards may wear makeup, provided that it is subdued. Hair ornaments (flowers, combs, etc.) shall not be worn in the hair. Items used to hold the hair in place (bobby pins, hairpins, etc.) shall be concealed as much as possible, and shall be of a color that blends with the hair.

(c) Discrete earrings are permitted.

#### TRAINING REQUIREMENTS

29. Training of Security Personnel. The Bidder should outline its training program and following award of the contract and prior to employee deployment, each of the Contractor's security personnel must complete a training program as listed in Appendix "C" to this document or as proposed by the Bidder and agreed to by the United Nations.

30. Approval of Training Programme. The successful Bidder shall advise the RO on the development of a training programme that meets the above-mentioned requirements. Approval must be granted by the Security Section prior to the commencement of any training programme. As a minimum, the programme will be in writing and will include subject descriptions, schedules, and class hours, instructors, including their qualifications and experience, training materials to be used and testing methods.

31. Training Inspection. The SA or his designated representatives shall have access to monitor all training sessions conducted by the successful Bidder, irrespective of locations, and shall have the right to make final determination on the adequacy of such training.

32. Refresher Training. The Bidder should confirm that all proposed security personnel should receive no less than four (4) hours refresher training, for every three-month period, on security matters directly related to the performance under the Contract. The Bidder shall determine subjects and the methods of presentation, with emphasis on problem areas. The method of doing this should be described within the Proposal. At times, Security Section may identify specific areas requiring training. The security section shall be advised of any training that will take place and may observe the training sessions at any time without advance notice. The Bidder shall demonstrate the ability to conduct the training in an industry acceptable format and ensure assimilation of the subject matter by each of its personnel. Results of all refresher training shall be reported in writing to the Security Section within seven (7) days after completion. Failure to do so may impact upon the Contractors performance rating

33. Training Records. The successful Bidder shall maintain and make available to the Security Section, when requested, a training file on each of its personnel. The training file shall include the following information:

- (a) Employee's name;
- (b) Position occupied; and
- (c) Contractor's training classes attended and scores, if applicable.

#### ORGANIZATIONAL CONSIDERATIONS

34. Contract Programme Manager. The Proposal shall designate a Programme Manager to serve as the primary point of contact between the Contractor and the Security Section on a 24-hour basis.

The Programme Manager shall have authority to act on behalf of the Contractor at the work sites. The Contractor shall also designate an alternate to fill in during the Programme Manager's absence. As a minimum, these individuals shall have primary responsibility on the employee conduct and staffing considerations mentioned in paragraphs 35 and 36 below.

35. Employee Conduct. The Bidder shall demonstrate within its tender that it has a policy that shall ensure that its employees maintain satisfactory standards of competency, conduct, appearance and integrity and that it shall take appropriate actions, as necessary, to ensure compliance with these standards. The CVs of all Managers proposed by the Bidder shall be made included.

36. Staffing Considerations. The Bidder shall outline how it intends to deploy a well-training, organized and properly equipped security force. The proposal should delineate that its security force at each location of the contracted sites shall have a viable communications system and shall state its plan which will ensure that individual guards can instantly report suspicious occurrences and/or summon assistance, as required.

#### UNIFORMS

37. The United Nations defines a uniform as jacket, trousers/skirt, shirt/blouse and boots/shoes, all of which should be proposed by the Contractor on a scale of issue that will ensure all uniformed personnel can achieve and maintain the appearance standards set by UN AGENCIES.

38. Bidder shall state that its complete uniforms shall be worn by all uniformed members of the security force at all times while engaged in the performance of duties. Such uniforms and the wearing of the same shall in general conform to acceptable standards and usage. The Proposed security personnel shall wear the same color and style of uniform.

39. The successful Bidder's female personnel may wear knee length skirts of the same material and color as the trousers of male personnel, if such clothing does not substantially interfere with their performance of duties.

40. The Bidder shall state that no decorations, awards or other ornaments that are not specified in any subsequent Contract or approved by UN AGENCIES shall be worn or displayed on the uniform.

41. The proposal should state that all uniformed security personnel should wear a name/rank plate on the outermost garment. The nameplate shall be centered along the top right pocket seam of the shirt/blouse or jacket. Nameplates shall be uniform in size, material, size of letters and color. No UN AGENCIES reference shall be included on the nameplates or the uniforms supplied by the Contractor.

42. Uniforms and equipment proposed should consist of the following general items. The proposal shall delineate any minor variations

(a) Shirt, or blouse for female, long and short sleeves;

- (b) Trousers, and/or skirts for female;
- (c) Jacket, "Bomber" style;
- (d) Shoulder patches;
- (e) Name/rank plate;
- (f) Insignia or rank, as appropriate; and
- (g) Shoes/boots.

#### EQUIPMENT

43. The Bidder shall delineate within its proposal and thereafter provide all equipment (whistle, baton, lamp, handheld radio) in addition to support equipment (i.e. Vehicles, Motorbikes, Radio Operations Room, etc.), and supplies necessary to meet the requirements of this SOW, including UHF/VHF radio communications equipment.

#### DISCLOSURE OF INFORMATION

44. Bidders should note that neither the successful contractor nor any of its personnel is allowed to disclose or cause the dissemination of any information concerning the operations of UN AGENCIES, which could result in, or increase the likelihood or the possibility of, a breach of the security of the activity or interrupt the continuity of its operations.

45. All inquiries, comments, or complaints, arising from any matter observed, experienced, or learned of as a result of, or in connection with, the performance of any subsequent Contract and the resolution of which may require dissemination of official information, will be directed to the RO. Deviations from or violations of any of these provisions may, in addition to all other criminal and civil remedies provided by law, subject to the Contractor to immediate termination for cause, and/or the individuals involved to a withdrawal of UN AGENCIES's acceptance and approval of their employment.

#### REMOVAL FROM DUTY

46. The Bidder should acknowledge that UN AGENCIES shall have the authority to direct the subsequent successful Contractor to immediately remove any employee from the work site should it be determined that an individual is not suitable to perform guard duties. TENDER ANALYSIS

47. - Technical Evaluation Criteria

The technical evaluation criteria are based on the following four main factors:

A - Mandatory Criteria.

From the lessons learnt by the previous contracts in terms of poor salaries and working conditions for the Contractor employees, in order to enforce the respect of local and international labor laws, the UN decided that:

All bidders must provide a proof of signed commitment:

1. To Pay each guard a minimum monthly salary of 60.000 CFA as net salary;

2. To register all the guards serving UN AGENCIES in the CNPS and to regularly pay the contribution;

3. To allow each guard to enjoy his annual paid leave of 30 days;

4. To provide a Health benefit insurance to the guards (to indicate how much the company will contribute and how much the guard will contribute);

5. To pay the salaries of the guards no later than the 05th of the following month of work;

NB: No Bidder will be considered if the Company does not provide a signed commitment to these criteria.

The UN will monitor the implementation of these requirements during the contract period by requesting proof from the company / the Local Authorities. Any failure to these criteria will be considered as a breach to the contract and might lead to its termination.

B-Point rated criteria:

i) The overall Plan (Qualifications, training plan, equipment, uniforms, emergency response plan as well as mobilization)

ii) The Management Capability (Company background, financial capability insurance plans, current clients, similar projects management, management background and qualification and organizational chart).

iii) The operational Plan (Access Control, Patrol duties, first Aid, emergency Plan, guards' technical experience/skills, fire inspection/drills, unauthorized removal of property)

iv) The Staffing Plan (Management staffing, guard Force staffing, guard remuneration/salary, training, personal appearance)

#### PERFORMANCE MEETING

Following Contract award a regular performance meeting will be held between the Security Section that is in charge of the Contracts Management and the Contractor or its senior representative, not less than once per month. Written minutes of the meetings shall be prepared by UN AGENCIES and forwarded to the Contractor.

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#### Appendix A

#### A. UNITED NATIONS INSTALLATIONS

Description of UN installations and number of guards to be deployed:

#	UN Installations	N. of guards
1	Penha Building	39
2	UN Building	37
3	WFP – Bissau	18
4 UNHCR – Bissau		6
Tot	al	100

#### NOTE [1]:

The number of locations may change during the Contract term. Bidders shall confirm that they are flexible to accept changes in the requirement within the notice period provided by UN Agencies (normally min. 48 hours).

#### NOTE [2]:

Payment for locations or guard posts where the Agencies of the United Nations system in Guinea-Bissau requests discontinuation of services shall cease the day after notification of the UN to the Contractor, both in Bissau and other locations.

#### B. RESIDENCES

AD HOC REQUEST FOR THE PROVISION OF UNARMED GUARD SECURITY SERVICES AT THE RESIDENCES OF THE INTERNATIONAL PERSONNEL OF THE UNITED NATIONS SYSTEM.

The International staff of the United Nations system may sign individual contracts with the Bidder for their respective residences.

Currently, the number of the UN international personnel in Guinea-Bissau is 112 (one hundred and twelve). Figures as of 21<sup>st</sup> October 2020.

Potential contractors are requested to provide their rates for the provision of unarmed security services at residences as well.

#### Appendix B

#### DUTIES AND RESPONSIBILITIES OF SECURITY GUARDS

The Contractor's Security Guard assigned to each post shall perform access control functions listed below.

1. Ensure that all personnel entering the premises are displaying an UN ID card or any other form of approved identification. If they are not, then the Security Guard should direct them to the Security Receptionist Desk to obtain a visitors' badge or appropriate assistance from the receptionist.

2. In case a staff member forgets to bring his/her ID card, the Security Guard or Receptionist is to request him/her to present a valid driver's license or any other valid pictured ID, e.g. the UN Laissez Passer (UNLP).

3. Visually assesses all items carried into the premises to deter entrance of dangerous, illegal or suspicious looking materials or items.

• Control movement of all UN property and goods, which are brought to and from UN offices/warehouse and installations.

• Physically deny entry to all unauthorized persons to UN compounds and installations.

• Prevent all unauthorized persons with arms/explosives and lethal weapons from entering UN compounds and installations

- Conduct routine perimeter and compound foot patrols of all UN buildings
- Pay particular and special attention to finance offices, fire hazard points and office doors.
- Report all abnormalities observed during the tour of duty immediately to the immediate Site Team Leader, who in turn will inform the Duty Officer.

• Safeguard all UN vehicles at UN car parks and direct/control traffic during peak hours as necessary

• Provide details of all incidents that take place at the duty post during the duty tour to the Investigating Security Officer and assist in the investigation

• Ensure cleanliness and serviceability of all post equipment at all times and reports any damage, loss or malfunction immediately to the Team Leader.

- Follow accurately the guidelines, which are outlined in the Security Post Deportment.
- Receive visitors, issue visitors' passes', screen and answer and place telephone calls.

• Ensure that no visitors are allowed into UN premises without appointment and ensure that the Staff Member who is to be visited is contacted and the appointment confirmed before a visitor's pass is issued.

• Ensure that all visitors are signed for and escorted/collected by the International Staff Member

• Ensure that all particulars of visitors are logged into the visitors register and ensure that the identification, which the visitor leaves at the reception, is valid and with current photograph.

• Ensure that all passes, which were issued, are returned or are accounted for.

• Inform the Duty Officer immediately of any inconsistencies or problems encountered at the reception

• Perform other duties as directed by the D/O through the Site Team Leader or the next in the line of command.

• Present a very good Security image to all visitors; be polite, friendly but fair and firm in offering assistance to all visitors.

• Not vacate the post unless properly relieved of duty or with the express permission of the Duty Officer.

• To perform any other task as assigned by Site Team leader, the D/O or the next in line of command.

4. Upon direction of the On-Site Manager (through the Chief Security Officer), the Security Guard may hand search suspicious looking items brought into the premises.

5. Monitor the activities of personnel directly outside the post. If suspicious activities are observed, the Security Guard will contact the Control Room Operator, advise him/her of the situation, and provide a description of the same.

6. Monitor the exterior area for unattended objects. Suspicious objects should not be moved, but the Security Guard should visually check them to determine if they have an identifying label. If there is no label and the owner cannot be found, the Security Guard should make an inquiry to individuals in the lobby vicinity to determine if the object belongs to anyone of them. If the inquiries are not successful, the Security Guard is to report the situation to the Security Reception Desk, and in turn contact the Shift Supervisor for appropriate action.

7. The Security Guard will not under any circumstances allow any UN staff members or other personnel to park vehicles in allotted spaces without the permission of the Shift Supervisor.

8. The Security Guard will monitor visitors who come in off the street requesting to visit/meet UN staff members. The Security Guard will not allow unescorted guests visitors into the compounds/buildings.

Appendix C

CHECKLIST OF INFORMATION TO BE PROVIDED WITHIN THE PROPOSAL

All prospective Contractors are to provide the following information regarding their company:

• Full official company name, address, telephone, fax numbers and e-mail address;

• Full name and contact information of company officials authorized to commit the company into contractual arrangements;

• Acceptance of UN payment terms;

• Staffing numbers by location, shift arrangements (durations, times and days), CV of key personnel (company's top managers, contract manager and supervisors);

Photocopy of Registration/License /Authorization for provision of security services;

• Copy of company insurance policy covering the company, employees and damages related to execution of the contract;

• The company's profile denoting past experience in provision of security services. Performance references for similar contracts for the last three years. How many years the company is working in provision of security services. UN AGENCIES may contact a number of the references provided;

• Describe your firm's personnel selection criteria: procedures, sources of recruits, selection modalities. How are background checks conducted?

• Please provide information concerning firm is training program: topics covered, schedule and duration (total hours). Is follow-up refresher training provided periodically?

• What is the company's system/policy for providing replacements when a security officer/guard fails to show up for work, calls in sick?

• The company's share capital, annual turn-over, and number of staff;

• Mobilization period (number of calendar days required from the date of receipt of award notification to the date of commencement of work);

• Submission of company organization chart indicating structure and different units and departments; and

• Submission of Tax and Social Security certificates

• Any other relevant information.

All of the above must be acknowledged and demonstrated in writing in your proposals.

The UN reserves the right to request additional information - not stated above regarding the company's business and the company is to make every effort to ensure such information is provided in a timely manner. UN also reserves the right to visit the company's premises during the evaluation process

# Section 5b: Other Related Requirements

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

Payment Terms (max. advanced payment is 20% as per UNDP policy)	100% within 30 days upon UNDP's acceptance of the services delivered as specified and receipt of invoice
Conditions for Release of Payment	☑ Written Acceptance of Services based on full compliance with ITB requirements
All documentations, including catalogues, instructions and operating manuals, shall be in this language	English / French

# Section 6: Returnable Bidding Forms / Checklist

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

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

#### **Technical Bid:**

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

#### **Price Schedule:**

■ Form F: Price Schedule Form □

### Form A: Bid Submission Form

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

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

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

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

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

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

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

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

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

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

Name:	 	 	
Title:	 	 	
Date:	 	 	
Signature:	 	 	

[Stamp with official stamp of the Bidder]

# Form B: Bidder Information Form

Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you a UNGM registered vendor?	□ Yes □ No If yes, [insert UGNM vendor number]		
Are you a UNDP vendor?	□ Yes □ No If yes, [insert UNDP vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]		
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete]		
Is your company a member of the UN Global Compact	[Complete]		
Contact person that UNDP may	Name and Title: [Complete]		

contact for requests for	Telephone numbers: [Complete]	
clarifications during Bid evaluation	Email: [Complete]	
Please attach the following documents:	<ul> <li>Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</li> <li>Certificate of Incorporation/ Business Registration</li> <li>Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder</li> <li>Trade name registration papers, if applicable</li> <li>Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any</li> <li>Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures</li> <li>Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder</li> <li>Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney.</li> <li>Export Licenses, if applicable</li> <li>Local Government permit to locate and operate in assignment location, if applicable</li> <li>Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country</li> </ul>	

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

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

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

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

Name of leading partner (with authority to bind the JV, Consortium, Association during the ITB process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

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

Letter of intent to form a joint venture

□ JV/Consortium/Association agreement

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

OR

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

# Form D: Eligibility and Qualification Form

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

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

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

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

### Litigation History (including pending litigation)

□ No litigation history for the last 3 years			
□ Litigatio	n History as indicated	d below	
Year of dispute	Amount in dispute (in US\$)	Contract Identification	<b>Total Contract Amount</b> (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		

<b>Financial information</b> (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	Info	rmation from Balance She	eet
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Inform	nation from Income Stater	nent
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

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

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

## Form E: Format of Technical Bid

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

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

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

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

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

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

- 2.1 A detailed description of how the Bidder will deliver the required goods and services, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 Explain whether any work would be subcontracted, to whom, how much percentage of the requirements, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.3 The bid shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.4 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.5 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.

Goods and services to			Your response		
be Supplied and Technical Specifications	-	ance with technical pecifications	<b>Delivery Date</b> (confirm that you	Quality Certificate/Exp	Comments
	Yes, we comply	No, we cannot comply (indicate discrepancies)	comply or indicate your delivery date)	ort Licenses, etc. (indicate all that apply and attach)	
Unarmed Guard Security at UN Buildings					
Unarmed Guard Security at UN Residences					

Other Related services and requirements	Compliance	with requirements	Details or comments on the related requirements
(based on the information provided in Section 5b)	Yes, we comply	No, we cannot comply (indicate discrepancies)	
e.g. Delivery Term			
Warranty			
Local Service Support			

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

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

### Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
	[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]

Education/ Qualifications	[Insert]
Professional certifications	<ul> <li>[Provide details of professional certifications relevant to the scope of goods and/or services]</li> <li>Name of institution: [Insert]</li> <li>Date of certification: [Insert]</li> </ul>
Employment Record/ Experience	[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last 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.] [Insert]
References	<pre>[Provide names, addresses, phone and email contact information for two (2) references] Reference 1: [Insert] Reference 2: [Insert]</pre>

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

Signature of Personnel

Date (Day/Month/Year)

### FORM F: Price Schedule Form

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

The Bidder is required to prepare the Price Schedule following the below format. The Price Schedule must include a detailed cost breakdown of all goods and related services to be provided. Separate figures must be provided for each functional grouping or category, if any.

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

#### Currency of the Bid: [Insert Currency]

### **Price Schedule**

<b>Total Price</b>	Unit Price	Quantity	UOM	Description	ltem #	
	A charges, if any	FCA				
	Bid Subtotal FCA ( <u>Incoterms 2020</u> ) (please state FCA International Airport):					
	on/Delivery Cost	Transportation/Delivery Cost				
	ncoterms 2020)	Bid Total DDP / DAT / DAP, off-loaded/cleared, Place, Country (Incoterms 2020)				
	Installation	Installation				
	Training					
	Warranty					
	After Sales					
	GRAND TOTAL					

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

[insert: address and email address]