INVITATION TO BID

Provision of Security Services to UN Agencies in Malawi on a Long-Term Agreement basis

ITB No.: LTA/MWI/002-2021
Project: UN Harmonized Procurement
Country: Malawi
Issued on: 9 April 2021
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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
   o Form A: Bid Submission Form
   o Form B: Bidder Information Form
   o Form C: Joint Venture/Consortium/Association Information Form
   o Form D: Qualification Form
   o Form E: Format of Technical Bid
   o 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 utilizing 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:
Name: Tirmesh Prasad
Title: Procurement
Date: April 9, 2021

Approved by:
Name: Rugare Mukanganise
Title: Operations Manager
Date: April 9, 2021
## 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 [https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d](https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d).

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 ([www.ungm.org](http://www.ungm.org)). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.

### 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 [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).

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:
   
   (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;
   
   (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.

2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at [http://www.un.org/depts/ptd/pdf/conduct_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf).

### 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 provider, 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:

a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;

b) Were involved in the preparation and/or design of the programme/project related to the goods and/or services requested under this ITB; or

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

4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP’s confirmation on whether or not such conflict exists.

4.3 Similarly, the Bidders must disclose in their Bid their knowledge of the following:

a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this ITB; and

b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure to disclose such an information may result in the rejection of the Bid or Bids affected by the non-disclosure.

4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this ITB, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid.

### B. PREPARATION OF 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.

6. **Cost of Preparation of Bid**

6.1 The Bidder shall bear all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid is selected or not. UNDP shall not be responsible
or liable for those costs, regardless of the conduct or outcome of the procurement process.

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<td>7.</td>
<td>Language</td>
<td>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.</td>
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| 8. | Documents Comprising the Bid | 8.1 The Bid shall comprise of the following documents and related forms which details are provided in the BDS:
  a) Documents Establishing the Eligibility and Qualifications of the Bidder;
  b) Technical Bid;
  c) Price Schedule;
  d) Bid Security, if required by BDS;
  e) Any attachments and/or appendices to the Bid. |
| 9. | Documents Establishing the Eligibility and Qualifications of the Bidder | 9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP’s satisfaction. |
| 10. | Technical Bid Format and Content | 10.1 The Bidder is required to submit a Technical Bid using the Standard Forms and templates provided in Section 6 of the ITB.
  10.2 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by the Purchaser, at no expense to the UNDP. If not destroyed by testing, samples will be returned at Bidder’s request and expense, unless otherwise specified.
  10.3 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.
  10.4 When applicable and required as per Section 5, the Bidder shall certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this ITB. |
| 11. | Price Schedule | 11.1 The Price Schedule shall be prepared using the Form provided in Section 6 of the ITB and taking into consideration the requirements in the ITB.
  11.2 Any requirement described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of other activities or items, as well as in the final total price. |
| 12. | Bid Security | 12.1 A Bid Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Bid Security shall be valid for a minimum of thirty (30) days after the final date of validity of the Bid.
  12.2 The Bid Security shall be included along with the Bid. If Bid Security is required by the ITB but is not found in the Bid, the offer shall be rejected.
  12.3 If the Bid Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Bid. |
12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their bid and the original of the Bid Security must be sent via courier or hand delivery as per the instructions in BDS.

12.5 The Bid Security may be forfeited by UNDP, and the Bid rejected, in the event of any, or combination, of the following conditions:
   a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the BDS, or;
   b) In the event the successful Bidder fails:
      i. to sign the Contract after UNDP has issued an award; or
      ii. to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.

13. Currencies

13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Bids are quoted in different currencies, for the purposes of comparison of all Bids:
   a) UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bids; and
   b) In the event that UNDP selects a Bid for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above.

14. Joint Venture, Consortium or Association

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

14.2 After the Deadline for Submission of Bid, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.

14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one Bid.

14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the ITB, both in the Bid and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.

14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:
   a) Those that were undertaken together by the JV, Consortium or Association; and
### 14. Those that were undertaken by the individual entities of the JV, Consortium or Association.

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

14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.

### 15. Only One Bid

15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Bid, either in its own name or as part of a Joint Venture.

15.2 Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:
   a) they have at least one controlling partner, director or shareholder in common; or
   b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
   c) they have the same legal representative for purposes of this ITB; or
   d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of another Bidder regarding this ITB process;
   e) they are subcontractors to each other’s Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder; or some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this ITB process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid.

### 16. Bid Validity Period

16.1 Bids shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Bids. A Bid valid for a shorter period may be rejected by UNDP and rendered non-responsive.

16.2 During the Bid validity period, the Bidder shall maintain its original Bid without any change, including the availability of the Key Personnel, the proposed rates and the total price.

### 17. Extension of Bid Validity Period

17.1 In exceptional circumstances, prior to the expiration of the Bid validity period, UNDP may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

17.2 If the Bidder agrees to extend the validity of its Bid, it shall be done without any change to the original Bid.

17.3 The Bidder has the right to refuse to extend the validity of its Bid, in which case, the Bid shall not be further evaluated.

### 18. Clarification of Bid (from the Bidders)

18.1 Bidders may request clarifications on any of the ITB documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel,
even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.

18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.

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

19. Amendment of Bids

19.1 At any time prior to the deadline of Bid submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of an amendment to the ITB. Amendments will be made available to all prospective bidders.

19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of Bid to give the Bidders reasonable time to incorporate the amendment into their Bids.

20. Alternative Bids

20.1 Unless otherwise specified in the BDS, alternative Bids shall not be considered. If submission of alternative Bid is allowed by BDS, a Bidder may submit an alternative Bid, but only if it also submits a Bid conforming to the ITB requirements. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative Bid.

20.2 If multiple/alternative bids are being submitted, they must be clearly marked as “Main Bid” and “Alternative Bid”

21. Pre-Bid Conference

21.1 When appropriate, a pre-bid conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the ITB, unless specifically incorporated in the Minutes of the Bidder’s Conference or issued/posted as an amendment to ITB.

C. SUBMISSION AND 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.
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| **22.4** | Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:  
  a) The signed Bid shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.  
  b) The Technical Bid and Price Schedule must be sealed and submitted together in an envelope, which shall:  
    i. Bear the name of the Bidder;  
    ii. Be addressed to UNDP as specified in the BDS; and  
    iii. Bear a warning not to open before the time and date for Bid opening as specified in the BDS.  
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. |
| **22.5** | Electronic submission through email or eTendering, if allowed as specified in the BDS, shall be governed as follows:  
  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: [http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/](http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/) |
| **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. |
| **23.2** | UNDP shall not consider any Bid that is received after the deadline for the submission of Bids. |
| **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. |
| **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 | UNDP will open the Bid in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. The Bidders’ names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Bid shall be rejected at the opening stage, except for late submissions, in which case, the Bid shall be returned unopened to the Bidders. |
| 25.3 | In the case of e-Tendering submission, bidders will receive an automatic notification once the Bid is opened. |

## D. EVALUATION OF BIDS

### 26. Confidentiality

| 26.1 | Information relating to the examination, evaluation, and comparison of Bids, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award. |
| 26.2 | Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Bids or contract award decisions may, at UNDP’s decision, result in the rejection of its Bid and may subsequently be subject to the application of prevailing UNDP’s vendor sanctions procedures. |

### 27. Evaluation of Bids

| 27.1 | UNDP will conduct the evaluation solely on the basis of the Bids received. |
| 27.2 | Evaluation of Bids shall be undertaken in the following steps:  
  a) Preliminary Examination including Eligibility  
  b) Arithmetical check and ranking of bidders who passed preliminary examination by price.  
  c) Qualification assessment (if pre-qualification was not done)  
  a) Evaluation of Technical Bids  
  b) Evaluation of prices  
  Detailed evaluation will be focussed on the 3 - 5 lowest priced bids. Further higher priced bids shall be added for evaluation if necessary |

### 28. Preliminary Examination

| 28.1 | UNDP shall examine the Bids to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Bids are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Bid at this stage. |

### 29. Evaluation of Eligibility and Qualification

| 29.1 | Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria). |
| 29.2 | In general terms, vendors that meet the following criteria may be considered qualified:  
  a) They are not included in the UN Security Council 1267/1989 Committee’s list of terrorists and terrorist financiers, and in UNDP’s ineligible vendors’ list; |
### 30. Evaluation of Technical Bid and prices

**30.1** The evaluation team shall review and evaluate the Technical Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the BDS and other ITB documents. When necessary, and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical Bids. The conditions for the presentation shall be provided in the bid document where required.

### 31. Due diligence

**31.1** UNDP reserves the right to undertake a due diligence exercise, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:

- **a)** Verification of accuracy, correctness and authenticity of information provided by the Bidder;
- **b)** Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
- **c)** Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;
- **d)** Inquiry and reference checking with previous clients on the performance on on-going or completed contracts, including physical inspections of previous works, as deemed necessary;
- **e)** Physical inspection of the Bidder’s offices, branches or other places where business transpires, with or without notice to the Bidder;
- **f)** Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### 32. Clarification of 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,
33. 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**

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<th>Description</th>
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<td>34.1</td>
<td>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.</td>
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<td>34.2</td>
<td>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.</td>
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</tbody>
</table>
| 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 CONTRACT**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>35.</td>
<td>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.</td>
</tr>
<tr>
<td>36.</td>
<td>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.</td>
</tr>
<tr>
<td>37.</td>
<td>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.</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td><strong>38. Right to Vary Requirements at the Time of Award</strong>&lt;br&gt;38.1</td>
<td>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.</td>
</tr>
<tr>
<td><strong>39. Contract Signature</strong>&lt;br&gt;39.1</td>
<td>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.</td>
</tr>
<tr>
<td><strong>40. Contract Type and General Terms and Conditions</strong>&lt;br&gt;40.1</td>
<td>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>.</td>
</tr>
<tr>
<td><strong>41. Performance Security</strong>&lt;br&gt;41.1</td>
<td>A performance security, if required in the BDS, shall be provided in the amount specified in BDS and form available at <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&amp;action=default</a> within 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.</td>
</tr>
<tr>
<td><strong>42. Bank Guarantee for Advanced Payment</strong>&lt;br&gt;42.1</td>
<td>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 <a href="https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default">https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&amp;action=default</a>.</td>
</tr>
<tr>
<td><strong>43. Liquidated Damages</strong>&lt;br&gt;43.1</td>
<td>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.</td>
</tr>
<tr>
<td><strong>44. Payment Provisions</strong>&lt;br&gt;44.1</td>
<td>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.</td>
</tr>
<tr>
<td><strong>45. Vendor Protest</strong>&lt;br&gt;45.1</td>
<td>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: <a href="http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html">http://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html</a>.</td>
</tr>
<tr>
<td>46. Other Provisions</td>
<td>46.1</td>
</tr>
<tr>
<td></td>
<td>46.2</td>
</tr>
<tr>
<td></td>
<td>46.3</td>
</tr>
</tbody>
</table>
### 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.

<table>
<thead>
<tr>
<th>BDS No.</th>
<th>Ref. to Section 2</th>
<th>Data</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>7</td>
<td>Language of the Bid</td>
<td>English</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Submitting Bids for Parts or sub-parts of the Schedule of Requirements (partial bids)</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>3</td>
<td>20</td>
<td>Alternative Bids</td>
<td>Shall not be considered</td>
</tr>
<tr>
<td>4</td>
<td>21</td>
<td>Pre-Bid conference</td>
<td>Pre-bid conference and site visit will be held. Detailed information below:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Time: 10.00am (Malawi Time)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Date: April 16, 2021</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Venue: Virtual (request Zoom link from UNDP Focal Point)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>UNDP focal point for the arrangement is:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tirth Prasad, Procurement Officer, <a href="mailto:procurement.mw@undp.org">procurement.mw@undp.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>cc: <a href="mailto:tirth.prasad@undp.org">tirth.prasad@undp.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Attendance to the pre-proposal conference is not mandatory, however, proposers are strongly encouraged to attend.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Note: User information on e-tendering will be provided during pre-proposal conference.</td>
</tr>
<tr>
<td>5</td>
<td>16</td>
<td>Bid Validity Period</td>
<td>90 days</td>
</tr>
<tr>
<td>6</td>
<td>13</td>
<td>Bid Security</td>
<td>Not Required</td>
</tr>
<tr>
<td>No.</td>
<td>Code</td>
<td>Description</td>
<td>Details</td>
</tr>
<tr>
<td>-----</td>
<td>------</td>
<td>-------------</td>
<td>---------</td>
</tr>
<tr>
<td>7</td>
<td>41</td>
<td>Advanced Payment upon signing of contract</td>
<td>Not Allowed</td>
</tr>
<tr>
<td>8</td>
<td>42</td>
<td>Liquidated Damages</td>
<td>Will not be imposed. LTA service provider will be assessed during the performance review and actions taken accordingly.</td>
</tr>
<tr>
<td>9</td>
<td>40</td>
<td>Performance Security</td>
<td>Not Required</td>
</tr>
</tbody>
</table>
| 10  | 12   | Currency of Bid | Malawi Kwacha (MWK)  
Currency conversion would be based on UN Operational Rate of Exchange of the bid submission date, available at http://treasury.un.org/operationalrates/OperationalRates.aspx |
| 11  | 31   | Deadline for submitting requests for clarifications/questions | 5 days before the submission deadline |
| 12  | 31   | Contact Details for submitting clarifications/questions | Focal Person in UNDP: Tirnesh Prasad  
E-mail address: procurement.mw@undp.org  
CC: tirnesh.prasad@undp.org  
(Respond to clarification question(s) will be only provided for written clarification question(s), not through verbal clarification question(s), except verbal clarification will be provided during pre-proposal conference and minutes of pre-proposal presentation, clarification and response will be posted on e-tendering platform.  
Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers. |
| 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 | As indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.  
Bidders should avoid attempting to register and upload just prior to the deadline as UNDP shall not be held responsible for congestion or delays in transmission. It is the Bidder’s responsibility to ensure bids uploaded before the deadline. |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Allowable Manner of Submitting Bids</th>
<th>Bids may be submitted on or before the deadline indicated by UNDP in the e-tendering system.</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>22</td>
<td>Bid Submission Address</td>
<td>Bids must be submitted in the online e-tendering system in the following link:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>using your username and password. If you have not registered in the system before, you can</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>register now by logging in using:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Username: event.guest</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Password: why2change</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>and follow the registration steps as specified in the e-tendering instruction manual or use</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>this link to access e-tendering instruction manual:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Business Unit Code: MWI10</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Event ID number: 0000008971</strong></td>
</tr>
<tr>
<td>16</td>
<td>22</td>
<td>Electronic submission (email or eTendering) requirements</td>
<td>- Format: PDF files only</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- File names must be maximum 60 characters long and must not contain any letter or special</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>character other than from Latin alphabet/keyboard.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- All files must be free of viruses and not corrupted.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Max. File Size per transmission: 10MB</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Documents which are required in original (e.g. Bid Security, Performances Security) should</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>be sent to the below address with a PDF copy submitted as part of the electronic submission:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The Resident Representative</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>C/-UNDP Malawi</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Plot 7, Area 40,</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Lilongwe.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Malawi</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Attention: Tirnesh Prasad</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| **Date, time and venue for the opening of bid** | Date and Time: May 17, 2021 12:00 AM (EST/EDT (New York) time zone)  
In the case of e-Tendering submission, bidders will receive an automatic notification once their Bids are opened. |
| **Evaluation Method for the Award of Contract** | Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and Lowest price offer of technically qualified/responsive Bid |
| **Expected date for commencement of Contract** | July 1, 2021 |
| **Maximum expected delivery time** | 3 years Long Term Agreement would be for an initial period of one year with the option to extend for two additional years subject to satisfactory performance and agreement of current market price, as per financial proposal template in Form F. |
| **UNDP will award the contract to:** | One Proposer Only |
| **Type of Agreement** | Long Term Agreement (Contract Face Sheet for goods and or services - UNDP)\(^1\)  
| **UNDP Contract Terms and Conditions that will apply** | UNDP General Terms and Conditions for Contracts and Services  
| **Other Information Related to the ITB** | 1. Award Criteria  
☒ Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Specification  
☐ Full compliant to other criteria as outlined in the Technical Requirements;  
2. Conditions for Determining Contract Effectivity  
☒ Receipt of signed contract by both parties  
3. This arrangement does not oblige UNDP to spend any monies. The Long-term price arrangement is a non-exclusive arrangement and UNDP has the right to purchase the same or similar services |

\(^{1}\) A “long term agreement” is a written agreement between UNDP and a service supplier that is established for specific services at prescribed prices or pricing provisions for a defined period, year, against which specific Orders (call-offs) can be placed at any time, during the defined period and with no legal obligation to order any minimum or maximum quantity.
from other security services provider at its sole discretion as the situation may warrant.

4. If services are required, UNDP will issue Purchase orders from time-to time during the term of this one-year arrangement making reference to the one-year agreement.

5. Other UN agencies in Malawi are also entitled to use this LTA and issue purchase orders to the supplier citing this LTA.

6. The same LTA prices extend to both groups and individual bookings.
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
- Company Profile, including printed brochures and product catalogues relevant to the goods/services being procured not more than 15 pages.
- License to Operate as a Security Guard Company *(copy of License for the current year should be submitted)*
- City wide radio network coverage *(copy of License to establish a Communication Radio Station should be submitted)*;
- Tax Registration/Payment Certificate issued by the Revenue or appropriate 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 (applicable for companies those are operating in Malawi).
- Copy of legal registration certificate of the business to provide security services, including Articles of Incorporation, or equivalent document.
- Statement of Satisfactory Performance from the Top Three Clients in terms of Contract Value the past three years of reference. Note: Please provide the latest contact details of the focal point at client for which performance certificates will be provided.
- CVs of key personnel that will be assigned for this security services tender. CVs should demonstrate qualifications and highlighting experience in servicing National/International organizations of similar size.
- Bid Validity for 90 days.
- All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.

**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.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Criteria</th>
<th>Document Submission requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ELIGIBILITY</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal Status</td>
<td>Vendor is a legally registered entity.</td>
<td>Form B: Bidder Information Form</td>
</tr>
<tr>
<td>Eligibility</td>
<td>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.</td>
<td>Form A: Bid Submission Form</td>
</tr>
</tbody>
</table>
### Conflict of Interest

- No conflicts of interest in accordance with ITB clause 4.

### 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.

### Certificates and Licenses

- Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if bidder is not a manufacturer
- Official appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country
- Patent Registration Certificates, if any of technologies submitted in the Bid is patented by the Bidder
- Export/Import Licenses, if applicable

### Qualification

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Form</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>History of Non-Performing Contracts</strong></td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td>Non-performance of a contract did not occur as a result of contractor default for the last 3 years.</td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td><strong>Litigation History</strong></td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td>No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.</td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td><strong>Previous Experience</strong></td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td>Minimum 5 years’ experience in provision of security services to National/Multinational organization</td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td>Minimum 3 (three) contracts of similar value, nature and complexity implemented over the last 5 (five) years.</td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td><em>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</em></td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td><strong>Financial Standing</strong></td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td>Minimum average annual turnover of USD870,000 for the last 3 years.</td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td><em>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</em></td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td><em>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</em></td>
<td>Form D: Qualification Form</td>
</tr>
<tr>
<td><strong>Technical Evaluation</strong></td>
<td>Form E: Technical Bid Form</td>
</tr>
<tr>
<td>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.</td>
<td>Form E: Technical Bid Form</td>
</tr>
<tr>
<td><strong>Financial Evaluation</strong></td>
<td>Form F: Price Schedule Form</td>
</tr>
<tr>
<td>Detailed analysis of the price schedule based on requirements listed in Section 5 and quoted for by the bidders in Form F.</td>
<td>Form F: Price Schedule Form</td>
</tr>
<tr>
<td>Price comparison shall be based on the landed price, including transportation, insurance and the total cost of ownership (including</td>
<td>Form F: Price Schedule Form</td>
</tr>
</tbody>
</table>

---

2 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.
SECTION 5a: TERMS OF REFERENCE (TOR)

Provision of Security Services to UN Agencies in Malawi on a Long-Term Agreement basis – LTA/MWI/001-2021

1. BACKGROUND

UNDP on behalf of UN system in Malawi is seeking provision of security services under Long Term Arrangement for a period of three (3) years renewable after one year, upon satisfactory performance. The service provider shall provide all supervisory, management and other personnel with requisite experience, education, trainings and ability and other resources to plan and provide security services operations to the UN buildings and International UN staff residences as defined in the Statement of Works. The service provider shall perform to the standards and shall follow all applications and directives as identified in the Statement of Works and in the Long-Term Agreement. The Government of Malawi is a signatory to the Vienna Convention and the Convention on Privileges and Immunities for Specialized Agencies, the UN organizations are exempted from taxes and duties.

The UN Agencies with operations in Malawi which may benefit from this Long-Term Agreement(s) (LTA) as per agreed terms and Conditions shall be: UNRICO, UNDP, UNICEF, FAO; ILO; IMF; UNAIDS; UNDSS; UNFPA; UNHABITAT; UNHCR; UNODC; UNV; UNWOMEN; WFP; WB and WHO. Each UN agency shall nominate and authorize one representative to act on its behalf with regard to administrative and contractual issues.

The average annual volume of security services procured by the above UN Agencies during 2020 amounts to approximately **US$870,000**. Volume in the years to come is expected to remain at comparatively similar levels. However, any agreement resulting from this invitation to bid carries with it no guarantee of future business levels of Security Services hereunder, and UN Agencies do not guarantee any minimum quantity of Security Services or procurement.

OBJECTIVE

UNDP on behalf of the UN organizations in Malawi, shall engage one (1) (Unarmed Private Security Services) UPSS provider with the capacity to deliver high quality services, for to the UN System office premises and for International UN staff residences in Malawi.

As a result of this bidding process for provision of comprehensive security services, UNDP shall sign Long Term Agreements (LTAs) with successful UPSS provider for UN system office premises and for International UN staff residences respectively as per SOW. However, UN system has no obligation on the
total number of required guards and also retains the right to change the number of the required guards at any time during the duration of this LTA. UN system in Malawi strongly encourage female security guard and should be part of deployment as a security guard at least 30% of the total requirements.

1.1 The information in this Scope of Work (SOW) describes the objectives and requirements that the UNSMS organizations (UN Security Management System) represented by UNDP, have in seeking UPSS firm to provide general security guard services for UNSMS organizations facilities in various locations and International UN staff residences in Malawi. This SOW shall become an integral part of any contract subscribed between the UNSMS organization and the awarded UPSS provider (Unarmed Private Security Services).

1.2 The UNSMS organizations in Malawi are international organizations whose fundamental mission is to provide humanitarian and development assistance. The UNSMS organizations require security management and guard services for the locations, days and hours shown in this document. The guard force is a key element of the UNSMS organizations’ security program and one example of our commitment to providing a safe and secure working environment for our employees, UPSS provider and visitors.
2. SECURITY OPERATIONS AND FACILITIES

2.1 The following information describes the UNSMS organization’s facilities requiring security operations arrangements. The chosen companies, hereinafter referred to as the UPSS provider for purposes of this SOW, will be required to recruit, train and manage a guard force consisting of unarmed supervisory and subordinate security personnel at the UNSMS organization’s facilities in Malawi.

2.2 The UPSS provider shall provide the security personnel for the designated posts and patrols described in this document. Unanticipated changes may occur in the numbers and locations of sites belonging to the UNSMS organization, and the guard posts may change accordingly. The security policies, practices and procedures related to the UNSMS organization’s personnel, facilities and properties and other assets are contained in the General, Post, Supervisory and Special Orders are to be provided to the UPSS provider and updated as needed by the UPSS provider, consistent with this SOW and in conjunction with UNDSS.

2.3 Administration: The security management responsibility of the UNSMS organizations in Malawi is assigned to the organization’s Contract Officer Representative (CoR), the United Nations Department of Safety and Security (UNDSS) Security Advisor (SA).

2.4 Location of UNSMS Facility – due to security reasons, it will only be shared with successful bidders.

2.5 Physical Description of Facilities and Security Concerns:

   a. Perimeter Security: Although the perimeter of the building is managed by the security personnel employed by the building management, events in the area of the facility require a number of additional security personnel to ensure that there are no impediments to entering or exiting the facility by performing regular patrols.

   b. Access Control: Access control is provided by an automated system operated by proximity card readers. Visitors are required to have their identities and reasons for the visit confirmed prior to gaining access to the facility. Visitors shall be issued with a visitor pass and escorted while on the UNSMS facility.

   c. Closed Circuit Television (CCTV) and/or Alarm System: A CCTV system with recording capability is installed and operational at office facilities.

3. COMMENCEMENT OF CONTRACT

3.1 Performance of work against this SOW shall commence upon the UPSS provider’ execution of the contract.
4. **UPSS PROVIDER’ RESPONSIBILITIES**

4.1 The UPSS provider shall provide all the necessary personnel, supplies, equipment and accessories needed to perform the services required in this contract. The UPSS provider must comply with all applicable requirements established by the Government of Malawi. The UPSS provider shall comply with and enforce all orders, policies and/or procedures issued by the UNSMS organization.

4.2 The UPSS provider shall furnish the security services, in accordance with industry standards, including but not limited to:

a. Providing access control to all UNSMS organization owned, leased or controlled facilities and properties by visual inspection of UNSMS organization issued building passes and other approved identification media;
b. Performing luggage, handbag and suitcase searches and inspections manually or using a hand-held metal detector;
c. Providing information and assistance to all UNSMS organization visitors, guests and employees;
d. Responding to events such as security alerts, probable criminal acts, civil demonstrations and altercations occurring on UNSMS organization’s property;
e. Responding to life threatening situations such as medical alerts, fire alarms, suspected or actual crimes and other related situations occurring on UNSMS organization’s property. This shall include:

- Assuring that all the appropriate alarms are sounded and building occupants alerted in the event of an emergency;
- Assisting in evacuating all occupants from buildings and other properties; and
- Assisting in coordinating communications and notifications among law enforcement personnel, UNSMS organization’s personnel and other emergency response elements in the event of an emergency;

f. Providing for checks and/or patrols to monitor security, safety and building systems. While patrolling the compound and perimeter of the compound, the guard should check for breaks in security (e.g., the perimeter, windows, doors, etc.);
g. Performing package and other security related inspections, as directed;
h. Directing and controlling vehicular and pedestrian traffic, as directed;
i. Receiving, issuing and accounting for keys and locks issued to the UNSMS organization’s facility, offices, gates and other controlled or restricted areas requiring key access;
j. Monitoring the CCTV, recorders, intrusion alarms, fire alarms, security radio net, guard monitoring system and other security or safety equipment owned or controlled by the UNSMS organization;
k. Observing building occupants and reporting instances of non-compliance with security procedures to the UNDSS;

l. Detecting and preventing, as authorized under law, persons attempting to gain unlawful entry to UNSMS organization’s buildings and properties with the minimum force necessary;

m. Reporting unsafe or hazardous conditions that require immediate corrective action by the building maintenance, landlord or other personnel;

n. Summoning medical assistance (i.e., calling medical responders like ambulance services) for persons who are ill or injured on the UNSMS organization’s property;

o. Preparing and maintaining incident reports for events identified in General, Post, Supervisory and Special Orders. Incident reports will be submitted by the UPSS provider to the UNSMS organization’s Contract Officer within 24 hours;

p. Maintaining a 24-hour duty log of all security-related activities, violations or events;

q. Conducting preliminary and follow-up investigations on incidents and/or complaints as directed by the UNSMS organization’s Contract Officer;

r. Ensuring that all reports and other documents, e.g., incident reports and logs, are written clearly, legibly and accurately;

s. Conducting after-hours security inspections for building security, fire and safety purposes;

t. Providing security personnel at fixed posts with fully trained and qualified replacement personnel (relief in post) to allow for comfort, personal needs, stress, meals or other situations requiring absences from posts;

u. Assuring that General, Post, Supervisory and Special Orders and other documentation are maintained in good condition and kept updated as required;

v. Performing security escort duties for persons on UNSMS organization properties, as directed;

w. Ensuring compliance with local labor laws to ensure that no individual guard works more than the maximum allowable time in a twenty-four hour (24) period and no more than the maximum allowable days without a break.

x. Ensure that guards are provided rest and meal breaks in accordance with local regulations and per agreement with the Contract Officer;

y. Working with the host Government police and other international organizations in furtherance of these duties as instructed by UNDSS; and/or

z. Performing other duties as may be specified in this contract.
## Requirements

<table>
<thead>
<tr>
<th>No.</th>
<th>Positions</th>
<th>Function</th>
<th>Language Requirement</th>
<th>Hours of Coverage</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supervisor</td>
<td>Daily supervision of guard force</td>
<td>English</td>
<td>0600-1800 1800-0600</td>
</tr>
<tr>
<td>2</td>
<td>Guard</td>
<td>Operating and controlling the pedestrian entrances. Record and screen visitors as appropriate. Identify visitors. Guard fuel depot. UNMSM organization facility and International staff residences.</td>
<td>English</td>
<td>0600-1800 1800-0600</td>
</tr>
<tr>
<td>3</td>
<td>UPSS provider’s Representative/Manager for city</td>
<td>Overall Security Management</td>
<td>English</td>
<td>As required</td>
</tr>
<tr>
<td><strong>Technical Specifications</strong></td>
<td><strong>Minimum Requirements</strong></td>
<td><strong>Required Supporting documents to be provided to support compliances with minimum requirements for technical specification</strong></td>
<td></td>
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</table>
| Company capacity (size, organization chart, number of staff by category, places,) and structure of the service offer by your company. Focus on similar services required in this call for tenders | **Have a minimum of 5 years** of experience, specialized in government security, NGOs, International Institutions or companies considered to be of significant size (ex: **more than 500 employees**) and be able to carry out similar projects of the same Complexity in the capital and/or in the cities of the interior of the country | *Corporate Profile Company, Organization Chart.  
*Certificates of performing services with no more than three (3) years current contract references + contact |
| Describe the Company's radio communication Facilities: Radio room with standards and number of radios in service | The company must:  
have a radio room in its premises which can cover all the sites of the UNS to be monitored (for permanent contact with its guards placed on these sites)  
have an authorized frequency  
have a communication procedure Radio | Radio Room Communication protocol list of equipment  
copy of frequency authorization |
| Describe in detail the uniforms that will be worn by the staff as well as all the individual Equipment. Specify the number and frequency of renewal | Uniforms must appear professional and conform to UN safety standards (trousers, short-sleeved shirt, jacket, Safety shoes...)  
their renewal must be effective every year. Two sets of uniforms should be provided by Security Service provider | Detailed list and modalities of renewal pictures of guards dressed in their outfits/uniforms |
<p>| Describe in detail the equipment that will be provided by the company for the performance of the Contract. Give as many details as possible (model, brands, etc.). | The equipment list must meet the expectations described in section 18 of the scope of works and the type of equipment is low risk. The supplier will dispose of the equipment in inventory or commit to supply them within the maximum 10 days following the signing of the Contract. | Detailed list and terms of renewal (if Applicable) and, Images/photos of individual key equipment |
| Describe the list of intervention vehicles (cars. Motorcycles,) of the company | Have at least 3 patrol cars. The supplier must have the necessary equipment at the time of submission. | Detailed list and, Patrol vehicles or lease agreements on behalf of the company |
| Describe the organization of the teams as well as the roles and responsibilities according to the staffing table | The organizational plan must conform to the staffing table detailed in section 5 of the scope of works | Organizational Plan of the teams for the coverage of the positions |</p>
<table>
<thead>
<tr>
<th>Describe your mobilization plan for this project, including the hiring of staff incorporating the required morality surveys in the specifications, the implementation process, the acquisition of equipment, training schedules, etc.</th>
<th>The mobilization plan must be comprehensive and cover all aspects to ensure the start-up of high-quality services and be considered as Low-risk. This mobilization programme must clearly indicate the number of calendar days to complete the full deployment and which may not exceed 30 days</th>
<th>Detailed technical submission, as indicated in Section 6 (technical submission Form)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe your company's approach to staff compensation, including benefits, social security, etc. Do not include salaries or financial information but estimated ratio.</td>
<td>The approach must comply with all legal requirements relating to the code collection of Labour Convention and thus cover insurance, social benefits, training costs, benefits in kind, etc.</td>
<td>Related Documents (framework agreement/group/Conventions/etc.) To: sickness insurance in case of accident and death by accident long-term disability attestation of the social security if applicable other benefits, distinctions, etc</td>
</tr>
<tr>
<td>Describe in detail the initial training program that will be offered to each member of the custodial staff, depending on the role of each person – controller, supervisor, guard, Radio operator, as well as the continuing education program specifying identification of training needs among staff and frequency of training</td>
<td>The training plan must meet the expectations described in section 12 of the load book so that the safety risk associated with the non-training of staff is low</td>
<td>Training Plan and Training Modules on: General Description of protection actions for the protection of installations incident/offence handling procedures: procedures for the use of radio equipment emergency response others</td>
</tr>
<tr>
<td>Describe your company's code of conduct in relation to the rule of law, respect for human rights, protection of the interests of the client and disciplinary measures</td>
<td>The code of conduct exists and is accessible</td>
<td>The code of conduct</td>
</tr>
<tr>
<td>Describe in detail your approach to emergency exercises. Description of the Company's ability to respond to emergencies</td>
<td>The contingency plan must meet the expectations described in section 13 of the Load book</td>
<td>Emergency operational Plan for three (3) cases listed below: fire, bomb alert, riots, criminal intrusions and explosive incidents evacuation of the building</td>
</tr>
<tr>
<td>Qualifications of Focal Point / Representative of the security company</td>
<td>Level of Education: <em>Minimum education requirements: the equivalent of a United states high school diploma;</em> Minimum 10 years of police, security or military experience;</td>
<td>Curriculum Vitae of the representative of the security company</td>
</tr>
<tr>
<td>Qualifications of Company’s supervisors</td>
<td>Excellent oral and written communications skills and proficient in word processing, PowerPoint and spreadsheet; Minimum of 3 years’ experience in Supervisory/management positions; And at least 5 years of experience in the negotiation and liaison with international and governmental organizations.</td>
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</tr>
<tr>
<td>Curricula Vitae of main Company’s supervisors for this project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unarmed Guards</td>
<td>Have at least completed secondary/high school or more Minimum of 3 years’ experience in supervision; Minimum of 5 years of work experience as a security guard; Good leadership skills and ability to exercise judgement and at least have the skills and knowledge necessary for self-defence, workplace safety, threat assessment, emergency response and bomb alerts, Information protection, emergencies, Fire prevention and protection and Radio/telephone communications.</td>
<td></td>
</tr>
<tr>
<td>Curriculum Vitae’s</td>
<td></td>
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</tr>
<tr>
<td>Supervisor</td>
<td>Daily supervision of guard force. Hours of coverage - 0600-1800 and 1800-0600</td>
<td></td>
</tr>
<tr>
<td>Guard</td>
<td>Operating and controlling the pedestrian entrances. Record and screen visitors as appropriate. Identify visitors. Guard fuel depot. UNMSM organization facility and International staff residences. Hours of coverage - 0600-1800 and 1800-0600</td>
<td></td>
</tr>
<tr>
<td>UPSS provider’s Representative/Manager for city</td>
<td>Overall Security Management</td>
<td></td>
</tr>
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</table>
**Section 5b: Other Related Requirements**

Further to the Requirements in indicated in 5a, proposal Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements. Some of the requirements are already contained in the Terms of Reference but are highlighted here because their importance:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimum Level of Wages</strong></td>
<td>The Contracted Security Company shall strictly ensure that no Security Guard is paid a salary which is below the government gazetted minimum wages. The UN will enforce and monitor this as part of Contract management. The SC should comply with all Malawian legislations including Labour Laws applicable to Security Companies operating in Malawi in relation to compliance with minimum wage requirements and other conditions of employment.</td>
</tr>
<tr>
<td><strong>Timely Payment of Wages/Salaries to Staff</strong></td>
<td>All staff/guards must be paid their full wage on or before the last day of each month. The UN will enforce and monitor this as part of Contract management.</td>
</tr>
<tr>
<td><strong>Presentation &amp; Uniforms/Personal Hygiene</strong></td>
<td>All staff are well presented, in clean uniform and equipped always. The SC shall provide full uniform including footwear and weather-protective clothing for the guard force.</td>
</tr>
</tbody>
</table>
| **Reaction Vehicles**              | **Reaction Vehicles:** The SC shall maintain at least five operational rapid response vehicles in Lilongwe strategically located to provide rapid response services in all suburbs where UN personnel reside in Harare. The SC should also maintain at least one operational rapid response vehicle in Blantyre or other towns where new UN field offices may be established. While these vehicles may not be dedicated to serve the UN, the company should always account for their availability and functionality and should be able to provide rapid response services to the UN when requested. **Dedicated Response Vehicle for the UN:** In addition, the SC should provide a Rapid Response vehicle to be on standby 24 hours a day at the UN Common premises or at the UN any UN Premises identified by the UNDCSSS in Lilongwe ready for quick deployment in case of an emergency such as robbery at the residence of UN staff member or road traffic accident involving a UN staff or dependent in Lilongwe. The dedicated response vehicle is also required to provide escorts for UN functions or dignitaries. In addition to standard guard equipment, all rapid response/reaction vehicles / teams must be equipped with the following at the minimum:  
  - Ladder;  
  - Bolt cutter;  
  - Electric fence scaling mat;  
  - Torch/flash light;  
  - Communication radio;  
  - Basic first aid kit;  
  - Bullet proof vests;  
  - Stun gun/cyber gun. |
| Equipment for Guards | The SC shall provide all equipment and/or supplies necessary to meet the requirements of the TORs, including communications equipment to its staff. Individual equipment for security guards shall at the minimum comprise the following:

- Handcuffs;
- Baton stick;
- Whistle;
- Torch/flashlight;
- Pepper spray;
- Handheld VHF radio (per guard post) with company frequency;
- Guard Monitoring Units with a Panic Button System linked to the control room;
- Notebook and pencil/pen. |
<table>
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<tbody>
<tr>
<td>Pre-Deployment and Refresher Training</td>
<td>Prior to deployment, each of the security personnel must complete the training program as indicated under section 12 of the Terms of Reference (TORS). The training Program must be approved by the UNDSS SA prior to the commencement of any training program. The UNDSS SA or his/her designated representatives shall have access to monitor all training sessions conducted by the SC and shall have the right to make final determination on the adequacy of such training. The SC will develop in-service training plans and submit them to UNDSS for approval.</td>
</tr>
</tbody>
</table>
UPSS PROVIDER PERSONNEL GENERAL QUALIFICATIONS

6.1 The UPSS provider shall ensure that all personnel assigned to this contract have not been convicted of any serious criminal offence, including by a military tribunal, or found by a national or international authority to have breached criminal or humanitarian law in any jurisdiction. Further, in principle, they must not be subject to any ongoing judicial proceedings, including military, in respect of such offenses or violations and must meet the following minimum standards:

a. Pass a criminal background record check;
b. Be able to effectively understand and carry out written rules, orders and instructions;
c. Be able to effectively communicate with UNSMS organization employees and guests;
d. Be able to compose precise, short paragraphs for written reports that are required under this contract;
e. Possess or be eligible to obtain a valid driver’s license for operating motor vehicles, as may be required in the performance of this contract;
f. Possess the physical and psychological stamina for prolonged walking, standing, sitting and stooping;
g. Be cognizant of the fact that guards may have to confront or challenge violent or potentially violent persons;
h. Be at least 21 years of age and in apparent good health;
i. Be able to relate and interact effectively and properly with members of the public;
j. Be of good reputation and character; and
k. Be trained prior to deployment up to basic level as a minimum set forth in the training requirements section of this SOW.

3 UNSMS, Guidelines on the Use of Unarmed Private Security Services, Section E 13-16

4 The UPSS provider shall ensure the same level of vetting of any approved sub-contractors used in this contract.
7. **UPSS PROVIDER PERSONNEL SPECIFIC RESPONSIBILITIES AND QUALIFICATIONS**

7.1 **UPSS provider’ Representative (not located at the UNSMS facility)**

7.1.1 Responsibilities:

a. Reports to the UNSMS organization’s Contract Officer;

b. Coordinates the administration of the contract from the UPSS provider’s side and serves as principle contact person for the contract;

c. Attends monthly performance meetings and quarterly contract review meetings with the UNDSS to evaluate overall performance of the UPSS provider and address any security issues; and/or

d. Recommends improvements in the performance and conduct of security services at the UNSMS organization’s facility. Maintains accessibility for the UNSMS organization 24 hours per day, 7 days a week, 365 days a year to address any issues, situations or problems that may occur.

7.1.2 Qualifications:

a. Minimum education requirement: the equivalent of a United States high school diploma;

b. Minimum 10 years of police, security or military experience;

c. Excellent oral and written communications skills and proficient in word processing, PowerPoint and spread sheets;

d. Minimum of 3 years of experience in supervisory/managerial positions; and

e. Minimum of 5 years of experience in dealing/liaising with international and government organizations.

7.2 **Site Security Supervisor**

7.2.1 Responsibilities:

a. Reports to the UPSS provider’ Representative and coordinates with the UNDSS on a day-to-day operational basis;

b. Schedules work hours and days for guard personnel;
c. Conducts inspections of guard posts to ensure all personnel meet the requirements of the contract;
d. Documents, counsels and takes appropriate disciplinary action when required; and/or
e. Takes the lead in coordinating with other building security provider (where applicable, e.g., if UNSMS organization’s facility is located in a building shared with other tenants)

7.2.2 Qualifications:

a. Minimum education requirement: the equivalent of a United States 9th grade education;
b. Minimum of 3 years of supervisory experience;
c. Minimum of 5 years of work experience as a security guard;
d. Good leadership skills and ability to exercise good judgment; and
e. Trained at a minimum to have/show proficiency/knowledge in self-defense, report writing, occupational safety, threat evaluation, emergency and bomb threat response, protection of information, responding to emergencies, fire prevention and protection, legal aspects of providing security services, and radio/telephone communications.

7.3 Unarmed Guards

7.3.1 Responsibilities:

a. Provide access control by inspection of UNSMS organization’s issued building passes or other approved identification;
b. Provide information and assistance to personnel and all visitors;
c. Respond to and alert bystanders of events such as security alerts, criminal acts, civil demonstrations and suspicious activity;
d. Monitor and conduct after-hours inspections of internal security and fire/life safety and building environmental systems;
e. Perform package and other security-related inspections;
f. Report instances of non-compliance with security procedures and unsafe or hazardous conditions to the Security Supervisor / Shift Supervisor;
g. Provide additional guard coverage during special events;
h. Perform security escort duties for persons if directed by the Contract Officer; and/or
i. Perform other duties as may be specified in this contract.

7.3.2 Qualifications:

a. Minimum of 2 years of experience in the same field of work with reputable international organization; and
b. Trained at a minimum to have/show proficiency/knowledge in public relations, self-defense and minimum force, radio communication, access control, searching techniques, basic firefighting and basic occupational safety.
8. **AD HOC, EMERGENCY AND OTHER SERVICES REQUIREMENTS**

**Ad Hoc Requirements:** The UPSS provider shall have the capability to provide additional guard coverage during special events and emergency situations to protect UNSMS organization facilities, employees, property and guests, as requested by the UNDSS.

8.1 **Quick/Emergency Response Team:** The UPSS provider shall have the capability to provide a Quick/Rapid Response Team to respond to the activation of the linked panic/alarm system or call for emergency 24 hours per day, 7 days per week. The role of the response team will be limited to liaison presence, conducting preliminary observations, securing the site and communicating the needs to the police and/or other emergency services when they arrive. In addition to the security quick response team the UPSS provider shall have the capacity to respond to fire and medical emergencies with dedicated response teams, which are equipped and trained to render adequate assistance.

8.2 **International Recruited Personnel Residences:** As an option, the UPSS provider is requested to provide hourly rates for guards to be posted at the UNSMS organization’s international personnel residences located outside the main UNSMS organization compounds throughout the country. This requirement will not be part of the main contract between the UNSMS organization and the UPSS provider.

8.3 The provided rates should be based on the structure provided in the Price Schedule as an optional price calculated per hour of guard services (daytime versus weekends and nights, if applicable). The UPSS provider should indicate how many guards will be needed for one post (for back-up and/or rotation) and indicate the proposed shift hours. Should the hourly rates be considered competitive and acceptable, the UNSMS organization’s international personnel may approach the UPSS provider directly and enter into a contract on an individual basis with the UPSS provider and obtain the same level of services and supervision as outlined in this SOW.
9. **PRE-EMPLOYMENT SCREENING**

9.1 The UPSS provider shall conduct an investigation of the reputation and character of each employee applying to work under this contract. The UPSS provider shall not assign personnel to this contract until the investigation is complete and the results determined to be favorable. Favorable, in this context, means that the applicant has no criminal record, there is no indication that the applicant has used illegal drugs or alcohol while working, personal references and former employers recommend the applicant for a position of trust and responsibility, and there are no other obvious disqualifying factors regarding the applicant’s reputation and character. The UPSS provider shall maintain the results of the investigation during the life of the contract. UNDSS shall have the right to review all investigative results and records for personnel assigned or proposed for this contract. The investigation shall include, as a minimum, the following elements:

a. A check of criminal files, as authorized by local law, at locations where the applicant has lived, worked or gone to school during the last seven years or up to the applicant’s 18th birthday, whichever period is shorter;
b. An employment check going back five years or to the applicant’s 18th birthday, whichever period is shorter; and
c. A check of at least three personal references.

9.2 The UPSS provider must maintain, at a minimum, the following documents in the personnel record of each employee assigned to work at the UNSMS organization facility:

a. Individual performance record;
b. Work application and supplemental data (copy of national identity card or other positive form of identification);
c. Background investigation information;
d. Individual training records;
e. Photograph; and
f. One set of fingerprints.

9.3 The UPSS provider shall update the above documents on an annual basis or more frequently as more information becomes available. The information and supporting documents shall be made available upon the request of UNDSS.

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5 UNSMS, “Guidelines on the Use of Unarmed Private Security Services”, Section E 13-16
10. PROFESSIONAL CONDUCT

10.1 All UPSS personnel assigned to this contract shall maintain the highest standards of employee competency, conduct, cleanliness and integrity. Assignments shall be performed in accordance with prescribed guard orders to the best of each guard’s ability and in accordance with safe work place policies and practices.

10.1 The UPSS provider shall remove any of its employees from UNSMS organization buildings or properties upon determination that such employees are found to be unfit for the performance of security duties. The UNSMS organization reserves the right to direct the removal of any UPSS employee determined to be in non-compliance with the qualifications and standards set forth in the SOW or for any other reason at the UNSMS organization’s sole, exclusive and non-negotiable discretion. A determination of unfitness may be made from incidents involving violations of General, Post, Supervisory and Special Orders6 and immediately identifiable types of misconduct or delinquency, without limiting the foregoing right of the UNSMS organization to have any UPSS employee removed for any reason.

10.2 The UPSS provider shall administer disciplinary action, up to and including removal, for those employees who commit the following offences, omissions or derelictions of duties. All disciplinary actions will be reported to UNDSS. The following, but not limited to, may be considered as demonstrating unfit performance:

   a. Knowingly and/or willfully violating General, Post, Supervisory or Special Orders;

   b. Failing to demonstrate courtesy and good manners toward UNSMS organization employees, visitors, guests or the general public. (Not displaying a respectful and helpful attitude in all endeavors will be cause for removal from a post. Continued complaints shall be cause for removal from the contract.);

   c. Unauthorized use of UNSMS organization property, including telephones, communications equipment, security equipment, radios, credit cards or vehicles. The UPSS provider shall reimburse the UNSMS organization for any loss, abuse or misuse of such property;

   d. Leaving disturbing papers on desks and opening desk drawers or cabinets for any reason other than a bona fide security reason;

   e. Falsifying, unlawfully concealing, removing, mutilating or destroying any official documents or records;

   f. Concealing material facts by willful omission from official documents or records;

   g. Disclosing UNSMS organization proprietary information or making any unauthorized news or press releases regarding the UNSMS organization’s personnel or operations;

   h. Disclosing duty assignment(s), particularly manpower, security precautions or procedures, except to persons authorized to have such knowledge or as approved by the UNDSS;

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6 UNSMS, “Guidelines on the Use of Unarmed Private Security Services”, Section G
Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties and unreasonably delaying or failing to carry out assigned tasks.

Conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the UNSMS organization’s security program;

Willfully violating UNSMS organization security procedures or policies;

Abandoning post prior to proper relief;

Displaying disorderly or immoral conduct, e.g., using abusive or offensive language, quarreling, intimidating by words or actions, fighting or otherwise participating in disruptive activities;

Gambling or unlawfully wagering or promoting gambling in any UNSMS organization building or on UNSMS organization property;

Carrying a firearm, pepper spray or any other weapon on their person, without explicit approval of UNDSS, while on UNSMS organization property, even though such carriage may be legal in the jurisdiction where assigned;

Using UNSMS organization issued identification improperly;

Knowingly giving false or misleading statements or concealing material facts in connection with reports or records relating to investigative proceedings;

Knowingly making false statement(s) about other contract employees, UNSMS organization employees or the general public;

Involvement in any form of discrimination or sexual harassment of other contract employees, UNSMS organization employees, visitors or members of the public while on UNSMS organization property;

Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders;

Eating, smoking or drinking while on post, or taking breaks in any location except those designated as authorized break areas;

Using or selling intoxicants, illicit drugs or controlled substances while on duty or consuming alcoholic beverages eight hours prior to entering duty. An employee who has reason to believe that the person reporting as relief is intoxicated, under the influence of intoxicating drugs or of impaired effectiveness from having used intoxicating drugs, shall decline to be relieved and shall immediately notify the UNSMS organization and the UPSS provider. Accepting relief by an individual known or suspected to be under the influence of alcohol or drugs shall require the UPSS provider to suspend and/or remove both employees from the contract;

Vandalizing or intentionally damaging the UNSMS organization’s property through direct action or negligence;

Failure to cooperate with the UNSMS organization or UPSS provider authorized investigation.

Excessive absenteeism or tardiness; or

Soliciting or collecting monetary contributions during work time.

11. UNIFORMS

11.1 All UPSS personnel assigned as security guards to UNSMS organization buildings and properties shall wear properly fitted uniforms when on duty. The UPSS provider shall ensure the security guards possess a sufficient number of uniforms so as to result in a professional appearance. The term “Security Personnel” refers to all UPSS security personnel, including uniformed and non-uniformed guards and supervisory personnel. Violations of these provisions shall be reported to the UPSS provider for remedial action.
12. **TRAINING**

12.1 The UPSS provider shall provide initial training and orientation to all security personnel prior to their assignment to any UNSMS organization building or property.

12.2 UPSS personnel shall be sufficiently trained, both prior to any deployment and on an ongoing basis, to respect relevant national laws of the country, international humanitarian law and human rights law and to establish goals to facilitate uniformity and standardization of training requirements. Training could include general and task- and context-specific topics, preparing personnel for performance under a specific contract and in a specific environment, including:

   a. Rules on the use of force including restraints and detainment authorities and limitations;
   b. International humanitarian law and human rights law as well as applicable host country laws;
   c. Handling complaints by the civilian population, in particular by transmitting them to the appropriate authority;
   d. Measures against bribery, corruption and other crime;
   e. United Nations Standards of Conduct for the International Civil Service and the zero-tolerance policy on sexual exploitation and abuse; and
   f. Religious, gender and cultural issues and respect all populations and ethnicities.

12.3 The UPSS provider shall provide initial and periodic in-service training for security personnel to be agreed upon between UNDSS and the UPSS provider. The content and duration of such training shall also be determined between the parties. The UPSS provider will record and document all training. UNDSS shall be permitted to review all training records pertaining to this contract. The training period cannot be less than two days a year per employee. The UPSS provider shall include initial and recurring training and familiarization for the subjects listed below for all personnel assigned to this contract.

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7 UNSMS, Guidelines on the Use of Unarmed Private Security Services, Section I
a. Access control policies and procedures, e.g., the building pass system, visitor control procedures, escort procedures, employee ingress/egress, after-hours access and vehicle access;
b. Identity checks – what constitutes valid identity, spotting false identity cards, etc.;
c. Basic search techniques – including those for pedestrians, vehicles and packages;
d. Conduct of perimeter patrols;
e. Actions to take when approaching a suspicious person(s);
f. Actions to take when there is a belligerent visitor;
g. Emergency response and evacuation procedures;
h. Routine and emergency communications procedures;
i. Police and fire liaison;
j. Cardiopulmonary Resuscitation (CPR);
k. Basic first aid instruction;
l. Civil and criminal liability issues;
m. Use of force and limitations, including citizens’ apprehension authorities;  
n. Legal authorities and limitations; 
o. Professional behaviour and public relations;
p. Communication, e.g., verbal, written and telephonic; 
q. Radio protocol, procedures and discipline; 
r. General, Post and Special Orders and other directives; 
s. Handling of bomb threats and building evacuation procedures; 
t. Safeguarding proprietary information; 
u. Found property procedures; 
v. Basic report writing; 
w. Observation techniques, to include basic counter-hostile surveillance; 
x. Guard force supervision; 
y. Supervision and approval of reports; 
z. Incident investigations and reports; 
aa. Standards for uniforms, personal dress and bearing; 
bb. Post inspection procedures; 
cc. Employee motivation; 

dd. Fundamentals of intrusion alarm systems, CCTV, recorders and manual or electronic guard monitoring equipment; 

e. Fundamentals of X-ray machine operations and any other security and fire devices and equipment that the guard may be responsible for operating or carrying; and 

ff. Operation and use of fire extinguishers and other fire suppression equipment located on the UNSMS organization properties.

8 Apprehension, sometimes referred to as detention, is the temporary holding by force of an aggressive or non-compliant person by security guards to be immediately handed over to local police authorities. All such actions must be compliant with the United Nations Use of Force Policy and host Government laws. See annex A to SOW, General Orders at paragraph 15.
13. EMERGENCY DRILLS

13.1 The UPSS provider shall conduct periodic drills and critiques of guard performance to assure an acceptable level of training by security personnel for responses to various emergencies such as intruders, mob violence, bomb threats, medical events, natural disasters and evacuations. These drills should be coordinated with UNDSS to ensure minimum disruption to UNSMS organization operations.

13.2 The UPSS provider shall ensure that all employees maintain the required state of readiness to respond to these drills and to actual emergencies.

13.3 The UPSS provider shall conduct such drills at least each quarter or more frequently if directed by the UNSMS organization. The UPSS provider shall conduct some of these drills during hours of darkness.

13.4 The UPSS provider shall provide all necessary training materials, classrooms, instructors, and training aids to support initial and recurring training of security personnel working under this contract.

13.5 The UPSS provider shall document the nature, scope and results of all drills and provide such records to UNDSS upon completion.

13.6 The UNSMS organization may provide post specific training for UPSS staff, as deemed appropriate. Post specific training provided by UNSMS organization shall not be separately invoiced.

14. CONTRACT MANAGEMENT AND TRANSITION

14.1 The UPSS provider shall designate a UPSS provider’s Representative as the focal contact person on all matters relating to this contract.

14.2 The UPSS provider’s recruitment, hiring and deployment of personnel will be in accordance with applicable rules, regulations and laws and the contract.

14.3 The UPSS provider shall within five working days from the date of the contract award, provide the UNSMS organization with a Program Management Plan. The Plan shall, at a minimum, set forth the names, assignments and duties of all personnel at the supervisor level and above; tentative schedules for recruiting and training of personnel; schedules and format for monthly and other reporting requirements; and time-keeping, billing and accounting procedures. This Plan shall become effective when approved by the UNSMS organization in its sole discretion.

14.3 The UPSS provider shall maintain an ongoing incentive program (human resources policy, benefit package, etc.) to better recruit candidates, deter attrition and promote stability in the work force.

14.4 A copy of all General, Post and Special Orders shall be given to the UPSS provider and copies of the Post Orders will be maintained at each post. The UPSS provider shall maintain and update all Orders as necessary.
15. QUALITY ASSURANCE PROGRAM

15.1 The UPSS provider shall assure through a Quality Assurance Program that all personnel assigned to this contract are proficient in the contract requirements, General, Post, Supervisory and Special Orders and other directives, as applicable.

15.2 Each UPSS employee shall “sign-in” on the post log when reporting for duty and "sign-out” when leaving at the end of the work shift.

15.3 The UPSS provider shall obtain and maintain all licences and permits that may be required by any jurisdictions where it is required to operate under this contract, and it shall meet all applicable laws, rules and regulations.

15.4 All substitute security personnel assigned to UNSMS organization buildings and properties shall be at least equal in qualifications and training to regularly assigned personnel, as specified in this SOW. The UPSS provider shall not assign personnel who have not completed a favorable background investigation.

15.5 The UPSS provider shall furnish a guard-monitoring device for each post location identified in this SOW. The type of guard monitoring device will be listed in the List of UPSS provider Furnished Property herein. The device shall be used by the guards to conduct tours, patrols and security checks of UNSMS organization buildings and properties. The records of these devices will be inspected by the UPSS provider, at a minimum, on a weekly basis. The UPSS provider shall take corrective and, as necessary, disciplinary action against those guards who are not performing their duties. The UPSS provider’s General, Post and Supervisory Orders will specify the frequency of such guard rounds, patrols and other security checks.

15.6 The UPSS’s supervisory personnel, including the Security Supervisor, shall inspect each identified guard post at least twice every eight hours to confirm that the post is properly staffed and that the guards are complying with General, Post, and Special Orders. The UPSS provider shall document each inspection to include the identity of the post, identity of the guard or guards, the date and time of the inspection and any irregularities. Serious infractions and security-related incidents shall be reported immediately by the UPSS provider to UNDSS. UNDSS shall be permitted to review these inspection records for completeness and accuracy upon request.

15.7 The UPSS provider shall ensure that all guards assigned to this contract will be relieved for breaks necessary for rest, meals and personal hygiene.

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9 UNSMS, “Guidelines on the Use of Unarmed Private Security Services”, Section I
15.8 This contract is a key element of the UNSMS organization’s Security Risk Management process and demands that the UPSS provider comply fully with the contract terms and conditions. The UPSS provider may only bill for hours worked. For an unmanned post not only is the UPSS provider prohibited from billing for such services, but the UNSMS may assess a further deduction as outlined in the attached Key Performance Indicators (annex 3A). When the UPSS provider fails to provide the services required by this contract, the UNSMS organization shall assess a deduction for unacceptable or non-performance as outlined in the KPI. The UPSS provider shall deduct the appropriate amount from the next monthly invoice submission accordingly.

15.9 The UPSS provider shall use the attached KPIs (annex 3A) to assist in monitoring and documenting performance.

16. ORIENTATION MEETING

16.1 UNDSS will provide orientation to the UPSS provider on matters unique to UNSMS organization properties and operations and necessary for UPSS performance. Orientation will be followed by a review of properties, including buildings and posts to be covered by the contract. During orientation, UNDSS will provide the UPSS provider with the following documentation and/or information to facilitate the implementation of the guard contract:

a. Instructions and directives for operating security equipment, if any, furnished by the UNSMS organization under the **List of UNSMS organization Furnished Property herein**;

b. Instructions pertaining to the location of installed security control equipment and systems, and instructions pertaining to the operation and location of utility cut-off valves, electrical switches, security controls, light switches, generator controls and other equipment, as necessary;

c. The locations and hours of guard posts as well as the expected duties of assigned security personnel consistent with the SOW;

d. Specific policies and procedures for responding to emergency alarms, bomb threats, suspected incendiary devices and other potential threats and hazards; and

e. Locations of any assembly sites used by the UNSMS organization for its personnel in the event of an emergency or evacuation situation. UNDSS will outline the roles and responsibilities of the security guards in this effort, as appropriate.

17. POST ORIENTATION MEETING

17.1 Within five working days following the above orientation, the parties will meet to exchange information and documents, arrange for the transfer of equipment, establish the schedule for the assumption of security duties and clarify any outstanding issues. The UPSS provider shall provide the UNSMS organization with proof of insurance at this time.

18. LIST OF UPSS PROVIDER FURNISHED PROPERTY

18.1 The following list of UPSS provider furnished security equipment and supplies are considered minimum requirements.

a. **Communications Equipment** – The UPSS provider shall furnish all communications equipment required for the performance of this contract. Such equipment includes base
stations, hand-held units, cellular telephones and related items that may be required for communication with the UPSS provider’s operations center by the Security Manager, Security Supervisor and guards assigned to the UNSMS organization Communications Center. Maintenance and repair of all such communications equipment will be the responsibility of the UPSS provider. The UPSS provider shall be responsible for obtaining and maintaining any permits or authorizations necessary to operate such equipment and as required by law or regulation;

b. **Miscellaneous Equipment** – Security handheld Metal Detector (for use at main entrance, Ceia model number PD140N or equivalent as approved by UNDSS), flashlights, batteries, air horns, whistles, batons and other miscellaneous security items required by the UNSMS organization under this contract;

c. **Guard Monitoring Devices** – The UPSS provider shall furnish and maintain guard monitoring devices at each guard post to validate guard rounds, patrols and other security checks. The UPSS provider will be responsible for having a sufficient number of these devices to ensure that each post has a device in good operating order. The UPSS provider shall be responsible for the maintenance and repair of these devices; and/or

d. **Direct Phone/Alarm Line** (via radio transmitter preferred) with the main security center of the UPSS provider. This should be in form of fixed and mobile panic buttons for the security desk at the main entrance, mobile patrols and static guards at the main entrance.
19. **LIST OF UNSMS ORGANIZATION FURNISHED PROPERTY (NON-EXHAUSTIVE)**

19.1 The UNSMS organization shall provide the following equipment or materials:

a. Copies of relevant security policies and practices; and  
b. For security guard positions located at the main entrance to the UNSMS organization facility:
   
   • Closed circuit television system monitors  
   • System for transmitting technical and intrusion alarms  
   • An intercommunication system  
   • Communication with receptionists via telephone  
   • Area containing a telephone that is for the exclusive shared use of security personnel

20. **ADJUSTMENT OF POST/POSITIONS**

20.1 The UNSMS organization reserves the right to require adjustments to the number of posts/positions in accordance with its security requirements. In such a case, any modifications needed to the Guard Schedule and any adjustments that affect the Price Schedule will require a contract modification.

21. **BILLING AND PAYMENT TERMS**

22.1 The UPSS provider shall submit monthly invoices no earlier than the 1st day of each month and no later than the 5th day of each month for the services rendered in the preceding month. The UNSMS organization processes payments within 30 days of receipt of a correct invoice and approval by UNDSS.

22.2 The UNSMS organization reserves the right to adjust payments pro rata if the service is not rendered in accordance with the conditions of the contract or any other annexes (e.g., the Guard Schedule). Furthermore, the UNSMS organization shall not pay any duplicate time spent by the UPSS provider on any assignment as a result of its staff changes or inefficiencies.
ANNEX A to Scope of Work: General Guard Instructions and Orders

UNSMS ORGANIZATIONS, MALAWI GUARD
INSTRUCTIONS
GENERAL ORDERS

1. PURPOSE:

1.1 General Orders: General Orders for the guard force provide directions and instructions of general application to all members of the guard force at all posts. Each member of the guard force is responsible for being fully familiar with and responsive to the General and Site Specific Post Orders. These orders will not be modified or revised without the written authority of the Contract Officer.

1.2 Failure to comply with any General Order will result in the permanent removal from the contract of the delinquent guard.

2. MISSION:

2.1 The primary mission of the guard force is to provide protection for UNSMS organization personnel and protect UNSMS organization facilities and equipment from damage or loss due to a malicious act. The guards act as an outer screen of protection and early warning signal. The guard force will carry out specific actions as described in these orders and individual Site Specific Post Orders in case of an emergency.

3. MANNER OF PERFORMANCE OF DUTY AND UNIFORM:

3.1 Guard personnel will be firm yet courteous, efficient and tactful at all times while in the performance of their duties. They will never engage in arguments with any person and will refer disagreements and misunderstandings to their Supervisor and UNDSS. They must read, fully understand and comply with all General and Site Specific Post Orders.

3.2 Guard personnel will, at all times, maintain a neat and clean appearance and, while on duty, be fully dressed in the prescribed guard uniform and equipment. Uniforms must be neat and serviceable, without rips, tears, patches, holes or other discrepancies. Assigned equipment shall be presentable and functioning. Guards will maintain their post in a neat and tidy manner. The guards and post will remain subject to inspection by UNDSS at any time.

10 UNSMS, “Guidelines on the Use of Unarmed Private Security Services”, Section G 28a
3.3 The guards must not participate in or support any activities which would be disruptive to the performance of their duties or would decrease the efficiency of the guard force operation.

3.4 Guard personnel will perform only those security duties identified by the guard UPSS provider and UNDSS. Guards will not perform any other non-security related or unauthorized functions during duty hours or acts which distract the guard from his/her intended purpose.

3.5 Where appropriate, guards will maintain, in a neat, orderly and legible fashion, all logbooks, ledgers, record books, incident reports or any other written record of duties performed or of any security event.

3.6 Guard personnel will not offer or divulge any information about UNSMS organization operations or personnel to anyone, including any Government of Malawi authorities. Guards will report immediately to their Supervisor and UNDSS after any attempt by individuals to solicit information regarding UNSMS organization personnel or facilities. Reports will be given verbally and through official incident reports.

3.7 The relief guard will take complete charge of duties from the guard being relieved, including the post logbooks and all other equipment maintained at the post. Guards will not abandon their post until properly relieved.

3.8 Guards will brief and pass on any special instructions to their relief guard concerning outstanding or significant events that occurred during the previous shift.

3.9 Guards will be alert to their surroundings and immediately report to their supervisor any suspicious activity, which may be vehicles or individuals acting in a suspicious manner.

3.10 Guard personnel will control access to UNSMS organization facilities and properties, protect life, maintain order and resist criminal attacks against mission personnel, visitors, dependents and property. In addition, guards will, as outlined in Site Specific Post Orders, resist any other form of violent attacks, including terrorist attacks, against the same all in accordance with the UNSMS organization’s policies.

3.11 Guard personnel will intercept, identify and make the proper log of entries for visitors and other appropriate persons to UNSMS organization facilities. Further, guards will conduct inspections of persons, property and vehicles; confiscate unauthorized items; and issue appropriate access control grounds passes according to established policies. Prohibited items (including explosive devices, flammable liquids, firearms and edged weapons) are never allowed into a UNSMS organization without express approval from UNDSS.

3.12 Guards will ensure that only authorized persons displaying a valid form of identification and legitimate visitors enter the area they are assigned to protect.
Guards will not hesitate to challenge persons who do not have proper identification or who attempt to avoid specified access control procedures or policies.

3.13 Guard personnel will conduct periodic, non-routine inspections of their area of responsibility and immediately report any unusual incidents or circumstances, or emergency situation to their Supervisor and UNDSS.

3.14 Guards will not leave their assigned post until a relief guard properly relieves them.

3.15 Guard personnel will maintain a high standard of professionalism while on duty. Guards will be polite and courteous in the performance of their duties. They will not use abusive language, be late for work or be inattentive. Guard personnel will not act in any manner detrimental to the reputation of their company or the UNSMS organization.

3.16 Guard personnel at UNSMS organization facilities must be able to demonstrate a working knowledge of the UNSMS organization’s emergency action plans (fire, bomb, intruder, etc.). Basic training in emergency action response will be the responsibility of the UPSS provider.

3.17 Guard personnel will comply with all orders or instructions given to them by their supervisors and UNDSS.

3.18 Guards will not abuse their authority for personal or monetary gain.

3.19 Guard personnel will not gamble or engage in any illegal activity while on duty or in uniform.

3.20 Off-duty guards shall not loiter or be present at any post outside their regularly scheduled shift hours.

3.21 Guard personnel will not provide information about UNSMS organization personnel or facilities to anyone without the specific approval of UNDSS.

4. **GUARD CONDUCT:**

4.1 *GENERAL AND SITE SPECIFIC POST ORDERS.* The guards will follow the General Orders and the Site Specific Post Orders for each guard post.

4.2 *REPORT FOR WORK.* Guard personnel will be punctual in reporting for duty at the start of each shift. Oncoming guards will report to their posts on time and prepared to assume duties at their assigned posts.

4.3 *HONESTY.* The guards will not remove any item from an office, room, residence or facility, except under the direction of his or her supervisor or UNDSS.

4.4 *PROPER USE OF OFFICIAL TIME.* Guards will remain alert and vigilant at all times. They will not nap or sleep, engage in personal conversations in person or on
the telephone, read newspapers, watch TV, listen to the radio or attend to any other personal business during duty hours while on post. Engaging in any of these activities may be cause for immediate dismissal.

4.5 **RESPONSIBILITY FOR ASSIGNED UNIFORMS AND EQUIPMENT.** Guards are responsible for the uniforms and equipment assigned to them and for property in their custody. The guards will wear clean, neat and complete uniforms while on duty. Any discrepancies will be subject to corrective action by UNDSS.

4.6 **SUPPORT OF UNSMS ORGANIZATION AND HOST GOVERNMENT RELATIONS.** The guards must not become involved in activities which would prompt public criticism or cause discredit or interference with the UNSMS organization/host Government relations.

4.7 **PERSONAL ACTIVITY ON POST.** Guards will not engage in any unofficial business on post (i.e., soliciting, canvassing, peddling, sales promotion of a commercial item, loan money for interest, etc.). Any discrepancies will be subject to corrective action by UNDSS and cause for immediate dismissal.

4.8 **SEXUAL HARASSMENT.** Guard personnel will not engage in any conversation or activity which may be interpreted as sexual harassment against members of the same or opposite sex.

4.9 **COUNTERMANDING OF ORDERS.** Any countermanding of orders by anyone other than the Contract Officer or his designated representatives must be reported to a Supervisor and UNDSS.

4.10 **GUARD POST LOGS.** Guards will maintain the post log upon assuming duty, during the time assigned and at the time of relief as prescribed in the General Orders.

4.11 **INCIDENT REPORTS.** Guards will immediately prepare an incident report after observing a security incident and forward the report to UNDSS or his designee. The incident report is given to the Supervisor during post inspection. Report any possible security incident and anything requested by UNDSS.

4.12 **REPORT TO THE CONTRACT OFFICER.** Guards will report immediately to UNDSS, through the supervisor, any attempt to elicit information regarding the UNSMS organization or its personnel.

4.13 **SURVEILLANCE DETECTION.** Guards will be aware of surveillance attempts directed at UNSMS organization facilities and personnel. Information regarding surveillance will be entered in the logbook and an incident report will be prepared. The Supervisor and UNDSS will be notified immediately.

5. **ALCOHOLIC BEVERAGES, NARCOTICS AND DANGEROUS DRUGS:**

5.1 The drinking of intoxicating beverages on duty or eight hours prior to assuming duty by guard personnel is prohibited. Any guard who is incapacitated or who has
consumed alcoholic beverages during this period will not be posted on duty. Guards will not drink alcoholic beverages on duty, off duty while in uniform or in the environs of UNSMS organization facilities.

5.2 Relief by an intoxicated person is prohibited. Guards will not allow themselves to be relieved and will immediately notify their supervisor if a guard has reason to believe that their relief is intoxicated.

5.3 The use of controlled substances, such as narcotics or dangerous drugs (e.g., marijuana, hashish, etc.), at any time by members of the guard force is strictly prohibited. Any guard who is observed using or is in possession of any controlled substance shall be removed from the UNSMS organization’s contract immediately.

5.4 When a guard is required to take medication on the order of his/her physician, the guard supervisor must be notified. If it is determined that such medication may adversely affect the guard's ability to perform his/her duties, the guard will be prohibited from being assigned to a post.

6. ROLL CALL TRAINING:

6.1 Roll call training will be conducted for 10-20 minutes when guards report for duty. The training should emphasize retention of learned skills and should pass on relevant information for the performance of duty that day. The UPSS provider is responsible for ensuring that this training occurs.

7. POST LOGS:

7.1 Each guard post has a post log, provided by the UPSS provider. Post logs provide specific instructions relating to the guard service to be provided at the guard post. It is the responsibility of each guard assigned to maintain the post log in the following manner.

7.1.1 Upon assuming duty, the guard must enter the time, date and his/her name.

7.1.2 Upon assuming duties at a post, the relief guard will inspect the post to ensure that all guard equipment and supplies are present and that all guard/security equipment is in good working condition. Such equipment may include telephones, radios, flashlights, vehicle inspection mirrors, hand-held metal detectors (HHMD), walk-through metal detectors (WTMDs), CCTV monitors and anti-ram vehicle barriers. Any malfunctioning or broken security equipment will be noted in the post log and will be reported to a supervisor immediately and an incident report prepared.

7.1.3 During the time assigned to the post, the guard is required to note the time and make an entry regarding any event considered to be of a security nature. For example: an attempt to enter the facility or destroy UNSMS organization property or direct attacks by force on the guard post or guard personnel.
7.1.4 Where any security event occurs, guards must:

a. Notify the Supervisor and others as instructed in the Post Orders;
b. Take appropriate emergency or reactive countermeasures;
c. Make the appropriate entry in the post log;
d. Prepare an incident report; and
e. Report orally to the Supervisor at the time of the next post inspection and provide him/her with the incident report.

7.1.5 During the time assigned to the post, when the Supervisor provides specific instructions for the guard, such instructions are to be entered in the log indicating the time the orders were received.

7.1.6 If, at any time, a guard is relieved on post for any reason, the guard assigned as relief must enter the time, his/her name and the reason for the relief.

7.1.7 At the end of assigned tours of duty, guards must initial the log, assuring that all entries have been made properly during their period of assignment.

7.1.8 Guards will not falsify or unlawfully conceal, remove, mutilate or destroy any official documents, such as post logs or incident reports. Any discrepancies will be subject to corrective action by UNDSS and cause for immediate removal from the contract.

8. RESPONSIBILITIES OF THE SHIFT SUPERVISOR:

8.1 The Shift Supervisor/Supervisor is responsible for assuring the post logs are properly maintained and that all appropriate entries are made in accordance with the foregoing instructions. When the Shift Supervisor/Supervisor visits a guard, the following steps must be taken:

8.1.1 Inspect the guard post;
8.1.2 Examine the post log;
8.1.3 Enter the time; and
8.1.4 Sign the log attesting that the inspection was carried out, annotating any deficiencies and corrective actions to be taken.

9. OFFICIAL INCIDENT REPORT:

9.1 An incident report will be prepared in all cases where an incident arises which is not of a routine nature. The report will be available to UNDSS within 24 hours or the morning of the next business day, whichever is sooner, after the incident.
9.2 An incident report will be prepared as a supplemental report to the required entries in the post log. In no case will they be used in lieu of an entry in the post log.

9.3 It is important that all available information be recorded. Frequently, this is the sole source of information on which a more complete investigation can be based. Accuracy is of prime importance in all cases. Where feasible, guard personnel shall obtain and note the full name, complete date of birth and contact information of any personnel (except the personnel of the UNSMS organization, guard company or police) referred to in an incident report.

9.4 When it appears that immediate action is required concerning any incident that arises, the guard supervisor, the guard on duty and UNDSS will be notified at once.

10. IDENTIFICATION OF PERSONS:

10.1 All personnel of the UNSMS organization are required to show proper identification or authorization before being permitted to enter the UNSMS organization facility or perimeter environs.

10.2 All visitors must have approved access to the UNSMS organization compound and be issued visitor badges – these can either be approved by UNDSS or UNSMS organization personnel. Proper identification from the visitor is required to receive a UNSMS organization visitor ID badge.

10.3 The process will follow the specific procedures established by the UNSMS organization for the facility.

11. TELEPHONE AND RADIO COMMUNICATION:

11.1 Any guard who is on duty and handling official telephone calls or inquires will be courteous and polite and assist the caller if possible. All official information calls and inquires will be referred to the proper person or UNDSS.

11.2 Request from host government law enforcement agencies concerning personnel will be referred to UNDSS. UPSS personnel are not to release any information on UNSMS personnel.

11.3 If persons other than UNSMS organization employees request telephone numbers, the guard will take the caller's name and telephone number and advise the caller that the employee will call the individual back (i.e., to the caller's office or home phone number). If further information is requested, the caller will be referred to UNDSS.

11.4 The telephones located at guard posts and radios issued to the guards or the guard posts will be used for official business only.

12. REMOVAL OF UNSMS ORGANIZATION PROPERTY:

12.1 The guards will be observant of all employees or visitors departing the UNSMS
organization to prevent unauthorized removal of any UNSMS organization property. Guards will investigate the removal of property from the UNSMS facility in strict accordance with the procedures established for that facility.

13. SAFEGUARDING OFFICIAL INFORMATION, RECORDS AND DOCUMENTS:

13.1 The guards must not disclose official information, records and documents to unauthorized personnel. Guards will neither discuss the nature of their duties nor repeat to others what they may have seen or heard while on duty, except as necessary to conduct their duties. Guards will provide correct and valid information and documents acquired in connection with their duties only to their immediate supervisors or UNDSS or his designee. Should unauthorized personnel question guards as to their duties, the guard will immediately bring the matter to the attention of the Contract Officer or designee through the Guard Supervisor.

14. THE USE OF FORCE:

14.1 The use of force is defined as the physical application of violence upon or against a person in any way.

14.2 Only the minimum use of force necessary for the restoration of order is authorized.

14.3 Refer to the United Nations Use of Force Policy, annex D.

15. APPREHENSION OF INDIVIDUALS

15.1 Guards shall not take or hold any persons except when apprehending persons to defend themselves or others against an imminent threat of violence, or following an attack or crime committed by such persons against UNSMS personnel, guests or property under their protection, pending the handover of such detained persons to the competent authority at the earliest opportunity. Any such apprehension must be consistent with applicable national or international law and be reported to the UNSMS organization without delay.

15.2 Guards shall treat all apprehended persons humanely and in a manner consistent with their status and protections under applicable human rights law or international humanitarian law, including, in particular, prohibitions on torture or other cruel, inhuman or degrading treatment or punishment.

16. FIRE PREVENTION AND REPORTING:

16.1 Guards should frequently review the General and Site Specific Post Orders in the event of an emergency. It is important that only correct and prescribed procedures are

11 Adapted from the International Code of Conduct for Private Security Provider’ Association (ICoCA), Apprehension at paragraph 34.
followed in order to minimize the emergency. More specific instructions concerning emergencies for each guard post are in the Post Orders.

16.1.1 General. The objectives of fire prevention and reporting, in the order of importance, are to:

a. Report it immediately and request assistance. Inform the Guard Supervisor or activate the fire alarm prior to attempting to extinguish the fire;
b. Inform individuals in the immediate vicinity of the fire and order them to vacate the area immediately;
c. Prevent the loss of life and property in case a fire should spread;
d. Confine the fire to its place of origin; and/or
e. Secure all elevators, return to the ground floor and throw “Emergency Stop” switches within the elevators.

16.1.2 Preventive Measures:

a. Proper fire prevention measures, coupled with common sense, will prevent most fires from starting. It is imperative that guards are constantly on the lookout for fire hazards, particularly in waste cans and electrical equipment. Overloaded electrical outlets are among the leading causes of fire. Whenever a fire hazard is discovered, it will be immediately reported to the Guard Supervisor and UNDSS or designee. Appropriate entries are to be made in the post log and an incident report will be prepared.
b. Guards must know where the various types of fire extinguishers are located, particularly those nearest to the guard's assigned post, and which is appropriate for the type of fire being fought.

16.1.3 Know Whom to Contact. The following contacts will be made available in case of a fire:

a. Fire Department (within the United Nations and/or local)
b. The Guard Supervisor and the Contract Officer through the Supervisor.

16.1.4 Sounding the Alarm. The first thing the guard(s) must do is to sound the fire alarm if a fire is discovered. Any person available may be instructed to sound the alarm while the guards carry out the instructions set forth in the preceding paragraphs.

16.2 ALL GUARDS WILL READ AND MUST HAVE FULL KNOWLEDGE OF THE UNSMS ORGANIZATION FIRE PLAN.

17. BOMBS, INCENDIARY DEVICES AND FIREARMS:

17.1 If a bomb or incendiary device, or what may have the appearance of a bomb or incendiary device, is discovered, the guard(s) should immediately clear the area (i.e., cordon off the area) and notify the Guard Supervisor and UNDSS through
the Supervisor. Use a land-line telephone or runner to notify the supervisor—do not use the radio or a cellular telephone.

17.2 Under no circumstances should guards touch or in any way disturb suspicious articles or packages. **DO NOT TOUCH** or move any item suspected to be a bomb or incendiary device. Guard(s) should stand by (at a safe distance from the item) to prevent it from being touched or disturbed by other persons. Employees working in the area where a suspicious article or package is located should be evacuated until the cause of the danger is removed. The general rule to follow is to clear the immediate area and call the appropriate authorities.

17.3 Explosive disposal assistance can be obtained by calling UNDSS or designee.

17.4 If a guard(s) receives a bomb threat, the guard will try to determine where the bomb is located, when the bomb is set to detonate, what it looks like, who placed the bomb and why the bomb was placed. The most important information is when the bomb is set to detonate and where the bomb is located. Guards must use the bomb threat reporting form as guidance. Other information like the description of the voice and the background noise is important for the guard to determine. This information will be reported in the post log and an incident report will be prepared. After the guard obtains as much information as possible regarding the threat, the guard should immediately contact the Guard Supervisor and UNDSS or his designee through the Supervisor.

17.5 Should a bomb explode on or near the guard post, keep the area clear of people.

REMEMBER, DURING THE CONFUSION OF A BOMB BLAST, THE GUARDS MUST STILL PROVIDE SECURITY FOR THE UNSMS ORGANIZATION FACILITY AND EMPLOYEES OR OTHER PEOPLE IN THE AREA.

17.6 The guards will not allow anyone to enter the UNSMS organization official facilities who has an open or concealed firearm, knife, explosive or any other type of weapon in his/her possession except for authorized UNSMS organization personnel. The guards will be especially watchful for attempted entry of firearms or explosives under cover. In the event that such devices are detected, the guard will immediately report it to the Supervisor on duty and UNDSS through the Supervisor.

18. **CHEMICAL/BIOLOGICAL ATTACK AWARENESS AND COUNTERMEASURES:**

17.1 All guard personnel shall stay alert for indications of chemical/biological attack or agent, which could include the following:

a. Unexplained dead or dying animals in the area;

b. Unusual liquid sprays or vapour or suspicious devices;
c. Unexplained droplets or oily film on surfaces;

d. Unexplained odours or low flying clouds/fog unrelated to weather, some of which would be similar in scent to bitter almonds, peach kernels, newly mown hay or green grass;

e. A large number of strange insects or vermin not typical for the time of day or year;

f. Individuals displaying symptoms of nausea, difficulty breathing, convulsions, disorientation or patterns of illness inconsistent with natural disease, unexplained blisters or rashes or sudden difficulty in seeing, especially dimness of vision while in broad daylight; and/or

g. Unexplained casualties.

17.2 If any of the conditions identified above is discovered, the guard(s) must immediately clear the area and notify the Guard Supervisor and UNDSS or his designee through the Supervisor.

19. QUESTIONS

18.1 Refer any questions concerning General Orders or Site Specific Post Orders to the Shift Supervisor. Further clarification may be obtained from UNDSS.

*** POST ORDERS TO BE ADDED AFTER AWARD ***
ANNEX B to Scope of Work: Contract Management and Performance Measurements

1. The following clauses apply for services and equipment required to be provided by the UPSS provider, as referenced in annex D of this Scope of Work.

   a. **Acceptable Levels of Performance.** This contract is a key element of the United Nations Security Risk Management Programme. The security of UNSMS personnel and property demands that the UPSS provider comply fully with the contract terms and conditions. The UNSMS monitors the UPSS provider's performance for this purpose.

   b. **Failure to Provide Services.** As with any time-and-materials contract, the UPSS provider may only bill for hours worked. For an unmanned post, not only is the UPSS provider prohibited from billing for such services, but the UNSMS may assess a further deduction, as shown in the first category of the matrix displayed below, due to the serious breach of security created by the unmanned post.

   c. When the UPSS provider fails to provide the services required by this contract, the UNSMS shall assess a deduction for each instance of unacceptable performance or non-performance as described in annex C of this Scope of Work. The UNSMS shall deduct the amounts from the next monthly invoice payment.

   d. **Deduction for Unacceptable Performance.** The deductions described in the matrix below are for billed services not performed in accordance with acceptable quality standards, resulting in:

   - the degradation in value of those services, and
   - the anticipated loss of administrative time and cost in dealing with performance deficiencies.

   e. This contract may also contain line items for vehicles and communications equipment. These line items are paid at a fixed monthly rate. The matrix reflects the deductions for unacceptable services under these line items. These deductions reflect a pro rata deduction from the monthly rate.

   f. **Computation of UNSMS Deduction Rate.** The deduction value is based on the estimated cost for the UNSMS to provide that service in the absence of a contract employee or the additional administrative time for the UNSMS. Deduction rates are quoted in US dollars, however, they may be paid in local currency based on the published UNSMS currency conversion rates for the month of the infraction.

   g. The UNSMS reserves the unilateral right to modify the contract for the purpose of changing this rate with 30 days’ notice. Changes will occur only to reflect changes in the cost on which the hourly rate is based.

   h. The acceptable quality and deduction guidelines do not imply that the UPSS provider may knowingly perform in a defective manner. Defective performance may cause the UNSMS to incur additional expenses with regard to the services or cause the UNSMS to withhold payment for services not properly or satisfactorily performed. When the COR observes deficient performance, as identified in the following items, the COR will immediately notify the UPSS provider and the UNSMS shall invoke the deduction value for that deficiency.
## Tool 1: Key Performance Indicators for UPSS Provider Performance

<table>
<thead>
<tr>
<th>KPI</th>
<th>Manning: All posts specified in the contract to be manned at all times.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Method of measurement</strong></td>
<td>UPSS provider to report immediately on any unmanned positions, which will be captured on monthly reports. Facilitation of random checks.</td>
</tr>
<tr>
<td><strong>Frequency of measurement and reporting</strong></td>
<td>Performance is reported monthly. KPI scoring monthly.</td>
</tr>
<tr>
<td><strong>Source data</strong></td>
<td>Daily manning reports and time sheets, monthly reports, incident reporting and random inspections by the organization.</td>
</tr>
<tr>
<td><strong>Calculation</strong></td>
<td>Number of positions manned during the period / number of positions x 100</td>
</tr>
<tr>
<td><strong>Definition of KPI elements</strong></td>
<td>All manned posts to be fully resourced as set out in the contract. Replacement personnel provided by UPSS provider immediately for any exceptions.</td>
</tr>
<tr>
<td><strong>Exceptions to KPI (data not included in measurement of</strong></td>
<td>Considerations not under the control of UPSS provider—case-by-case basis.</td>
</tr>
<tr>
<td><strong>Target performance - Green</strong></td>
<td>100% of self-reported compliance AND zero deviations from contractual requirements found in any inspection during the month.</td>
</tr>
<tr>
<td><strong>Amber</strong></td>
<td>95-99% of self-reported compliance OR 1-3 deviations from contractual requirements found in any inspection during the month.</td>
</tr>
<tr>
<td><strong>Red</strong></td>
<td>&lt;95% of self-reported compliance OR more than 3 deviations from contractual requirements found in any inspection during the month.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>KPI</th>
<th>Manning: All staff are vetted, trained, equipped and hold work permits and licenses in accordance with contract requirements.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Method of measurement</strong></td>
<td>Personnel fully compliant with contract requirements.</td>
</tr>
<tr>
<td><strong>Frequency of measurement and reporting</strong></td>
<td>Performance reported monthly. KPI scoring monthly.</td>
</tr>
<tr>
<td><strong>Source data</strong></td>
<td>Personnel and training records. Training records must be available for inspection 2 hours after the request.</td>
</tr>
<tr>
<td><strong>Calculation</strong></td>
<td>Compliant staff members / total staff members x 100</td>
</tr>
<tr>
<td><strong>Definition of KPI elements</strong></td>
<td>Staff compliant with contract requirements, including those specific to role.</td>
</tr>
<tr>
<td><strong>Exceptions to KPI (data not included in measurement of</strong></td>
<td>Considerations not under the control of UPSS provider—case-by-case basis.</td>
</tr>
<tr>
<td><strong>Target performance - Green</strong></td>
<td>100% of self-reported compliance AND zero deviations from contractual requirements found in any inspection during the month.</td>
</tr>
<tr>
<td>KPI</td>
<td>Manning: Requests for emergency and additional personnel are addressed immediately by UPSS provider’s management and accommodated within contract requirements.</td>
</tr>
</tbody>
</table>
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
|     | Frequency of measurement and reporting | Discrepancies reported to UNDSS. KPI scoring monthly. |
|     | Source data | Reported discrepancies. |
|     | Calculation | Number of discrepancies reported by UNDSS. |
|     | Definition of KPI elements | Individual discrepancies reported. |
|     | Exceptions to KPI (data not included in measurement of) | Considerations not under the control of UPSS provider—case-by-case basis. |
| Amber | Target performance - Green | No discrepancies. |
| Red | | 1 reported discrepancy. |
| Red | | 2 or more reported discrepancies. |

| KPI | Compliance: UPSS provider performance does not deviate from contract requirements and established procedures without proper authorization from the Contract Officer(s). |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
|     | Method of measurement | Reported unauthorized deviations from contract requirements and procedures. |
|     | Frequency of measurement and reporting | Deviations reported to UNDSS. KPI scoring monthly. |
|     | Source data | Reported deviations. |
|     | Calculation | Number of deviations reported by UNDSS. |
|     | Definition of KPI elements | Individual deviations reported. |
|     | Exceptions to KPI (data not included in measurement of) | Considerations not under the control of UPSS provider—case-by-case basis. |
| Amber | Target performance - Green | No deviations. |
| Red | | 1 reported deviation. |
| Red | | 2 or more reported deviations. |

| KPI | Compliance: Professional appearance of guards and their uniforms/equipment; attitude/behaviour of guards. |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------
<p>|     | Method of measurement | Lapses in compliance with professional appearance and behavioural standards. |</p>
<table>
<thead>
<tr>
<th>Frequency of measurement and reporting</th>
<th>Discrepancies immediately corrected and documented, and UNDSS to be informed of anything more than an on-the-spot correction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source data</td>
<td>KPI scoring monthly. Discipline or performance counselling documentation. Reports to UNDSS.</td>
</tr>
<tr>
<td>Calculation</td>
<td>Number of discrepancies reported by the Contract Officer.</td>
</tr>
<tr>
<td>Definition of KPI elements</td>
<td>Individual discrepancies reported.</td>
</tr>
<tr>
<td>Exceptions to KPI (data not included in measurement of KPI)</td>
<td>Considerations not under the control of UPSS provider—case-by-case basis. Complaints subject to reasonableness and assessed by the Contract Officer.</td>
</tr>
</tbody>
</table>

| **KPI 6** Compliance: Complaints investigated and dealt with in a timely manner. |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Method of measurement             | All complaints received by the UPSS highlighted and initially reported to the organization within 24 hours.                                                                                           |
| Frequency of measurement and reporting | A full report on the investigation into the complaint received by the organization within 5 working days. KPI scoring monthly.                                                                       |
| Source data                       | Complaint reporting.                                                                                                                                                                               |
| Calculation                        | Number of complaints not investigated and dealt with in a timely manner.                                                                                                                                 |
| Definition of KPI elements         | Reporting to include any findings, resultant disciplinary actions and preventative measures, within specified timelines.                                                                             |
| Exceptions to KPI (data not included in measurement of KPI) | No exceptions.                                                                                                                                                                                      |
| **Target performance - Green**     | 100% - All complaints appropriately addressed.                                                                                                                                                    |
| **Amber**                          | 1 complaint not highlighted to the Contract Officer or inappropriately investigated within specified timelines.                                                                                     |
| **Red**                            | 2 or more complaints not highlighted to the Contract Officer or inappropriately investigated within specified timelines.                                                                        |

| **KPI 7** Operations: Entry control |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Method of measurement             | No unauthorized personnel are admitted to Organization properties/facilities.                                                                                                                     |
| Frequency of measurement and reporting | As per Serious Incident Reporting timelines. Incidents must initially be reported within 30 minutes of the incident being discovered, with a written report provided within 24 hours. KPI scoring monthly. |
| Source data | Serious Incident Reports. |

| Calculation | Number of incidents reported. |
| Definition of KPI elements | Total incidents reported. |
| Exceptions to KPI (data not included in measurement of) | Considerations not under the control of UPSS provider—case-by-case basis. |
| Target performance - Green | No incidents. |
| Amber | N/A |
| Red | 1 or more incidents. |

**KPI 8**  
**Operations: All emergency alarms are responded to immediately in accordance with established procedures and contract requirements.**

| Method of measurement | Reported discrepancies relating to emergency alarms. |
| Frequency of measurement and reporting | Discrepancies reported to UNDSS. KPI scoring monthly. |
| Source data | Reported discrepancies. |
| Calculation | Number of discrepancies reported by UNDSS. |
| Definition of KPI elements | Individual discrepancies reported. |
| Exceptions to KPI (data not included in measurement of) | Considerations not under the control of UPSS provider—case-by-case basis. |
| Target performance - Green | No discrepancies. |
| Amber | N/A |
| Red | 1 or more reported discrepancies. |

**KPI 9**  
**Operations: Serious Incident Reports must be submitted to the organization in a timely manner.**

| Method of measurement | Submission by way of written reports within 24 hours. |
| Frequency of measurement and reporting | On occurrence of a serious incident the organization must initially be informed as soon as possible, but no later than 30 minutes after the occurrence. Serious incidents include those resulting in fatalities, serious injuries, equipment theft / loss or incidents that have the potential to impact the reputation or operating capability of the organization. The outcome of any investigation related to the Serious Incident Report must be submitted to the UNSMS organization within 5 working days. KPI scoring monthly. |
| Source data | Written incident reports. |
| Calculation | Report production. |
### Definition of KPI elements
Reports must include a full description of the incident. Investigation reports must include causal factors and any corrective action.

### Exceptions to KPI (Data not included in measurement of)
Considerations not under the control of UPSS provider—case-by-case basis.

### Target performance - Green
All timelines are met.

<table>
<thead>
<tr>
<th>KPI</th>
<th>Training: All staff to achieve training requirements as stipulated in the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Method of measurement</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Frequency of measurement and reporting</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Source data</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Calculation</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Definition of KPI elements</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Exceptions to KPI (data not included in measurement of)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Target performance - Green</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Amber</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Red</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Additional information</strong></td>
</tr>
</tbody>
</table>

### Definition of KPI elements
Individual discrepancies reported and non-compliant guards
<table>
<thead>
<tr>
<th>Exceptions to KPI (data not included in measurement of KPI)</th>
<th>Considerations not under the control of UPSS—case-by-case basis. Complaints subject to reasonableness and assessed by UNDSS.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Target performance - Green</strong></td>
<td>No incidents and 100% compliance with contract language standards.</td>
</tr>
<tr>
<td><strong>Amber</strong></td>
<td>1 reported incident and 95-99% compliance with contract language standards.</td>
</tr>
<tr>
<td><strong>Red</strong></td>
<td>2 or more reported incidents and &lt; 95% compliance with contract language standards.</td>
</tr>
</tbody>
</table>

**KP I**

**Equipment: Critical equipment to be accounted for on a regular basis.**

<table>
<thead>
<tr>
<th>Method of measurement</th>
<th>Monthly equipment returns and random inspection/audit of the organization-owned assets and UPSS assets assigned to the contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frequency of measurement and reporting</td>
<td>Monthly equipment checks along with confirmation checks of radios, tracking devices, personal protective equipment (PPE), all other serial numbered operational equipment and government registered or otherwise sensitive equipment.</td>
</tr>
<tr>
<td>Source data</td>
<td>Equipment registers and accountancy checks.</td>
</tr>
<tr>
<td>Calculation</td>
<td>Serviceable and accounted for items / Full item list x 100</td>
</tr>
<tr>
<td>Definition of KPI elements</td>
<td>The theft, loss or damage of mission critical assets, defined as: vehicles, communications equipment, trackers and GPS systems, body armour and helmets, weapon systems and ammunition, and high value and attractive items are to be recorded and investigated in full.</td>
</tr>
</tbody>
</table>

Exceptions to KPI (data not included in measurement of KPI)

<table>
<thead>
<tr>
<th>Considerations not under the control of UPSS provider—case-by-case basis.</th>
</tr>
</thead>
</table>

**Target performance - Green**

<table>
<thead>
<tr>
<th>All Equipment accounted for 100% of the time.</th>
</tr>
</thead>
</table>

**Amber**

<table>
<thead>
<tr>
<th>1 - 5% of equipment unaccounted for 95-99% of the time.</th>
</tr>
</thead>
</table>

**Red**

<table>
<thead>
<tr>
<th>&gt; 5% of equipment unaccounted for &lt; 95% of the time.</th>
</tr>
</thead>
</table>

**Method of calculation of applicable performance credits on the monthly invoice:**

KPIs 1 - 12 to be reviewed jointly by the Contract Officer and UPSS provider at the end of the month For each KPI evaluated as RED: 1% deduction of the monthly invoice as performance credit For each KPI evaluated as Amber: 0.5% reduction of the monthly invoice as performance credit Maximum deduction: 12%
ANNEX C to Scope of Work: United Nations Use of Force Policy

USE OF FORCE POLICY

INTRODUCTION

1. The United Nations recognizes and respects the value and integrity of each and every human life. Deciding whether to utilize force when authorized in the conduct of official responsibilities is one of the most critical decisions made by a United Nations security official. It is a decision which must be made quickly and under difficult, often unpredictable and unique circumstances. Sound judgment and appropriate exercise of discretion will always be the foundation of decision making in the broad range of possible use of force situations. The official will necessarily have to select what type of action, ranging from verbal warnings or instructions to the use of a force, including deadly force, is appropriate based on the nature of the threat to be negated and the specific circumstances of the incident.

2. While detailed policy guidance is provided in training, and must serve as the basis for any official’s decision on what type of force to use, if any, this is no substitute for good judgment that must be exercised at all times. The security official is always to bear in mind that when the use of force is unavoidable, he/she will act with restraint. Respecting and preserving human life and causing the minimum harm to people and property.

PURPOSE

3. The purpose of this policy is to provide United Nations security officials with guidelines and restrictions for the use of force (both non-deadly force and deadly force). This policy is based on the highest standards of international guidelines and human rights law.

APPLICABILITY

4. This policy applies to United Nations security officials at the security service, general service, field service and professional levels as well as other contracted security personnel responsible for the protection of United Nations personnel, visitors and assets.

DEFINITIONS

5. **Deadly force** means any force that creates a substantial risk of causing death or serious bodily injury.

6. **Non-deadly force** means any use of force other than that which is considered deadly force. This includes any physical effort used to control or restrain another, or to overcome the resistance of another.

7. **Serious bodily injury** means physical injury which creates a substantial risk of death, or which causes serious and protracted (i.e. long-term) disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ.

8. **Bodily injury** means any physical injury other than that which is considered serious bodily injury.

ESSENTIAL CRITERIA FOR THE USE OF FORCE

9. The following essential criteria must be applied;

i) The force is reasonable, proportional to the threat offered and the minimum required to negate the
threat; and

ii) The force is necessary, under all the circumstances known at the time, to negate the threat; and

iii) There is no other reasonable alternative available.

CRITERIA FOR THE USE OF NON-DEADLY FORCE

10. Based on the three essential criteria above, a United Nations security official may use non-deadly force:

i) In defence of him/herself, other United Nations personnel and/or others against imminent threat of bodily injury.

ii) To maintain order and security within, and/or restrict access to United Nations premises; and prevent damage to UN premises or property.

iii) To detain and/or prevent the escape of a person who constitutes a threat to order and security and/or who has committed a serious crime.

CRITERIA FOR THE USE OF DEADLY FORCE

11. Based on the three essential criteria in 9 above, a United Nations security official may only use deadly force:

i) To defend him/herself, other United Nations personnel and/or others against an imminent threat of death or serious bodily injury and there is no other reasonable alternative available.

ADDITIONAL CONSIDERATIONS

DECISION TO USE FORCE

12. As a first step in the use of force, security officials will audibly instruct the subject to comply. If, however, giving such an instruction would pose a risk to the security official or others, it need not be given. When a decision is made to use force the security official should act decisively and without hesitation, using force proportional to the threat and the minimum required to negate the threat. A United Nations security official is not required to place him/herself or others in unreasonable danger before acting.

POST APPLICATION OF FORCE

13. Once force has been applied and the threat negated, the security official must:

i) Where feasible, arrange for appropriate medical aid to the person subjected to the use of force.

ii) Follow all relevant procedures, including reporting the incident to the supervisor, and cooperate with United Nations investigations.

14. A security official involved in the application of non-deadly or deadly force may be provided with stress and medical counseling as appropriate.
ANNEX D to Scope of Work: Special Contract Clauses and Pricing

SPECIAL CONTRACT CLAUSES AND PRICING

Contract Performance

1. Contract performance. The below clauses are measured with the contract compliance matrix found in annex C:

1.1 Acceptable Levels of Performance. This contract is a key element of the United Nations Security Risk Management Programme. The security of UNSMS personnel and property demands that the UPSS provider comply fully with the contract terms and conditions. The UNSMS monitors the UPSS provider's performance for this purpose.

1.2 Failure to Provide Services. As with any time-and-materials contract, the UPSS provider may only bill for hours worked. For an unmanned post, not only is the UPSS provider prohibited from billing for such services, but the UNSMS may assess a further deduction, as shown in the first category of the matrix displayed below, due to the serious breach of security created by the unmanned post.

1.3 When the UPSS provider fails to provide the services required by this contract, the UNSMS shall assess a deduction for each instance of unacceptable or non-performance as described in annex C of this Scope of Work (SOW). The UNSMS shall deduct the amounts from the next monthly invoice payment.

Maximum Hours to be worked by Guards

2. No guard under this contract shall work more than 12 hours in one 24-hour period or 60 hours in 7 consecutive days without the express approval of UNDSS.

Rates of Services

3. SERVICES

3.1 The UPSS provider shall provide guard services in accordance with this SOW and its annexes. As described in the SOW, two types of services are required: standard services and ad hoc or emergency services. For the ad hoc or emergency services, the UNSMS organization may require the UPSS provider to supply additional materials or equipment, the costs for which shall be reimbursed under and in accordance with the terms and conditions of this contract.

3.1.1 Standard Services. The hourly rates for standard services are fully loaded rates, including:

a. all direct and indirect labor costs (including any premiums relating to overtime, holidays or night shifts, etc., and materials, excluding separately priced vehicles and communications equipment);

b. all direct and indirect material costs (except for separately priced vehicles and communications equipment);
c. insurance;
d. severance pay;
e. all overhead and indirect costs, including general and administrative expenses (G&A); and
f. profit.

3.1.2 Ad Hoc or Emergency Services. The hourly rates for ad hoc or emergency services are fully loaded rates, including:

a. all direct and indirect labor costs (including any premiums relating to overtime, holidays or night shifts, etc. and materials, excluding separately priced vehicles and communications equipment);
b. all direct and indirect material costs (except for separately priced vehicles and communications equipment);
c. insurance;
d. all overhead and indirect costs, including general and administrative expenses (G&A); and
e. profit.

3.1.3 Vehicles. The monthly rate for any vehicles incase required shall include all operating costs including, but not limited to fuel, lubricants, oil, routine and special maintenance, care and cleaning and insurance. (NOTE: rarely will vehicles be used)

3.1.4 Local Guard Force Radio Network Equipment. The monthly rate for any required radio network shall include all costs associated with radio/communications equipment including maintenance costs.

3.1.5 Materials or Equipment. These are items for which the UPSS provider shall be reimbursed at cost for all non-expendable equipment and expendable supplies, related to performance of additional or emergency services.
ANNEX E to Scope of Work: Definition of Language Levels

1. Definitions of Language Levels for UPSS Personnel

1.1 (S2) Speaking Level 2—Limited Working Proficiency - Able to satisfy routine social demands and limited work requirements.

   a. Can handle routine work-related interactions that are limited in scope;
   b. In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker;
   c. Can handle with confidence, but not with facility, most normal high-frequency social conversational situations, including extensive but casual conversations about current events as well as work, family and autobiographical information;
   d. Can get the gist of most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge;
   e. Utterances are minimally cohesive;
   f. Linguistic structure is usually not very elaborate and not thoroughly controlled, and errors are frequent; and
   g. Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

1.1.1 Examples:

   a. Can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates;
   b. Can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed and extensive directions and make non-routine changes in travel and accommodation arrangements;
   c. Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness; and
   d. In the commonly taught languages, these [areas of weakness] may be simple markings such as plurals, articles, linking words and negatives, or more complex structures such as tense/aspect usage, case morphology, passive constructions, word order and embedding.
1.2 **(S3) Speaking Level 3 – General Professional Proficiency –** Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social and professional topics.

a. Nevertheless, limitations generally restrict the professional contexts of language use to matters of shared knowledge and/or international convention;
b. Discourse is cohesive;
c. Uses the language acceptably but with some noticeable imperfections, yet errors virtually never interfere with understanding and rarely disturb the native speaker;
d. Can effectively combine structure and vocabulary to convey his/her meaning accurately;
e. Speaks readily and fills pauses suitably;
f. In face-to-face conversation with natives speaking the standard dialect at a normal rate of speech, comprehension is quite complete;
g. Although cultural references, proverbs and the implications of nuances and idioms may not be fully understood, the individual can easily repair the conversation;
h. Pronunciation may be obviously foreign; and
i. Individual sounds are accurate, but stress, intonation and pitch control may be faulty.

21.2.1 Examples:

a. Can typically discuss particular interests and special fields of competence with reasonable ease;
b. Can use the language as part of normal professional duties such as answering objections, clarifying points, justifying decisions, understanding the essence of challenges, stating and defending policy, conducting meetings, delivering briefings or other extended and elaborate informative monologues;
c. Can reliably elicit information and informed opinions from native speakers;
d. Structural inaccuracy is rarely the major cause of misunderstanding;
e. Use of structural devices is flexible and elaborate;
f. Without searching for words or phrases, the individual uses the language clearly and relatively naturally to elaborate concepts freely and make ideas easily understandable to native speakers; and
  g. Errors occur infrequently except in highly complex structures.

1.3 **(S4) Speaking Level 4 – Advanced Professional Proficiency –** Able to use the language fluently and accurately on all levels normally pertinent to professional needs.

a. Language usage and ability to function are fully successful;
b. Organizes discourse well, using appropriate rhetorical speech devices, native cultural references, and understanding;
c. Language abilities only rarely hinders performance of any task, yet the individual would seldom be perceived as a native;
d. Speaks effortlessly and smoothly and is able to use the language with a high degree of effectiveness, reliability and precision for all representational purposes within the range of personal and professional experience and scope of responsibilities;

e. Can serve as an informal interpreter in a range of unpredictable circumstances; and

f. Can perform extensive, sophisticated language tasks, encompassing most matters of interest to well-educated native speakers, including tasks that do not bear directly on a professional specialty.

1.3.1 Examples:

a. Can discuss in detail concepts that are fundamentally different from those of the target culture and make those concepts clear and accessible to the native speaker;

b. Similarly, can understand the details and ramifications of concepts that are culturally or conceptually different from his/her own;

c. Can set the tone of interpersonal official, semi-official and non-professional verbal exchanges with a representative range of native speakers (in a range of varied audiences, purposes, tasks and settings);

d. Can play an effective role among native speakers in such contexts as conferences, lectures and debates on matters of disagreement;

e. Can advocate a position at length, both formally and in chance encounters using sophisticated verbal strategies;

f. Understands and reliably produces shifts of both subject matter and tone; and

g. Can understand native speakers of the standard and other major dialects in essentially any face-to-face interact.

3. Social and Environmental Standards

The service provider that will enter into an agreement with UNDP should be cognizant of the fact that UNDP adopts stringent Social and Environmental Standards (SES) for all of the projects and programmes. UNDP is therefore committed to ensure that all activities and programs will be implemented in compliance with SES standards as outlined at: https://info.undp.org/sites/bpps/SES_Toolkit/default.aspx, and in accordance to the UN Secretary-General’s bulletin on “Special Measure for Protection from Sexual Exploitation and Sexual Abuse”, at https://www.unhcr.org/protection/operations/405ac6614/secretary-generals-bulletin-special-measures-protection-sexual-exploitation.html.

The objectives of the standards are to:

- Strengthen the social and environmental outcomes of UNDP projects;
- Avoid adverse impacts to people and the environment affected by projects;
- Minimise, mitigate, and manage adverse impacts where avoidance is not possible;
- Strengthen UNDP and partner capacities for managing social and environmental risks;
- Ensure full and effective stakeholder engagement, including an accessible mechanism to respond to complaints from project-affected people.

As part of its quality assurance process, UNDP will not support activities or programs that do not comply with Malawi laws and obligations under international law. UNDP will hold selected contractor accountable for their compliance to SES standards, Malawi labour laws and relevant international laws. Similarly, UNDP does
not tolerate sexual misconduct by its personnel, agents or contractors in any form and will bring any possible violation to light and issue sanctions accordingly. UNDP Malawi will integrate the following overarching principles to strengthen social and environmental standards.

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:

<table>
<thead>
<tr>
<th>Have you duly completed all the Returnable Bidding Forms?</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Form A: Bid Submission Form</td>
</tr>
<tr>
<td>- Form B: Bidder Information Form</td>
</tr>
<tr>
<td>- Form C: Joint Venture/Consortium/ Association Information Form</td>
</tr>
<tr>
<td>- Form D: Qualification Form</td>
</tr>
<tr>
<td>- Form E: Format of Technical Bid</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
</tr>
</tbody>
</table>

Price Schedule:

<table>
<thead>
<tr>
<th>Form F: Price Schedule Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
</tr>
</tbody>
</table>
Form A: Bid Submission Form

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

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 post-employment restrictions published in ST/SGB/2006/15);

e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;

f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.

We declare that all the information and statements made in this 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

<table>
<thead>
<tr>
<th><strong>Legal name of Bidder</strong></th>
<th>[Complete]</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Legal address</strong></td>
<td>[Complete]</td>
</tr>
<tr>
<td><strong>Year of registration</strong></td>
<td>[Complete]</td>
</tr>
</tbody>
</table>
| **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 contact for requests for clarifications during Bid evaluation** | Name and Title: [Complete]  
Telephone numbers: [Complete]  
Email: [Complete] |
<table>
<thead>
<tr>
<th>Please attach the following documents:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods and/or services being procured</td>
</tr>
<tr>
<td>• Certificate of Incorporation/ Business Registration</td>
</tr>
<tr>
<td>• 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</td>
</tr>
</tbody>
</table>
Form C: Joint Venture/Consortium/Association Information Form

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

**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 OR □ JV/Consortium/Association agreement

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

Name of partner: ______________________________
Signature: ______________________________
Date: ____________________________________

Name of partner: ______________________________
Signature: ______________________________
Date: ____________________________________

Name of partner: ______________________________
Signature: ______________________________
Date: ____________________________________

Name of partner: ______________________________
Signature: ______________________________
Date: ____________________________________

Name of partner: ______________________________
Signature: ______________________________
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-performing contracts did not occur during the last 3 years
- ☐ Contract(s) not performed in the last 3 years

<table>
<thead>
<tr>
<th>Year</th>
<th>Non-performed portion of contract</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value in US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of Client:</td>
<td>Address of Client:</td>
<td>Reason(s) for non-performance:</td>
</tr>
</tbody>
</table>

**Litigation History** (including pending litigation)

- ☐ No litigation history for the last 3 years
- ☐ Litigation History as indicated below

<table>
<thead>
<tr>
<th>Year of dispute</th>
<th>Amount in dispute (in US$)</th>
<th>Contract Identification</th>
<th>Total Contract Amount (current value in US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name of Client:</td>
<td>Address of Client:</td>
<td>Matter in dispute:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Party who initiated the dispute:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Status of dispute:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Party awarded if resolved:</td>
</tr>
</tbody>
</table>
Financial Standing

<table>
<thead>
<tr>
<th>Annual Turnover for the last 3 years</th>
<th>Year</th>
<th>USD</th>
<th>Year</th>
<th>USD</th>
<th>Year</th>
<th>USD</th>
</tr>
</thead>
</table>

| Latest Credit Rating (if any), indicate the source |

<table>
<thead>
<tr>
<th>Financial information (in US$ equivalent)</th>
<th>Historic information for the last 3 years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1</td>
</tr>
<tr>
<td></td>
<td>Information from Balance Sheet</td>
</tr>
<tr>
<td>Total Assets (TA)</td>
<td></td>
</tr>
<tr>
<td>Total Liabilities (TL)</td>
<td></td>
</tr>
<tr>
<td>Current Assets (CA)</td>
<td></td>
</tr>
<tr>
<td>Current Liabilities (CL)</td>
<td></td>
</tr>
<tr>
<td>Information from Income Statement</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Total / Gross Revenue (TR)</td>
<td></td>
</tr>
<tr>
<td>Profits Before Taxes (PBT)</td>
<td></td>
</tr>
<tr>
<td>Net Profit</td>
<td></td>
</tr>
<tr>
<td>Current Ratio</td>
<td></td>
</tr>
</tbody>
</table>

☐ 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 Company profile, generally demonstrating 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: Management Structure, key resources and personnel, Scope and Approach:

This section should demonstrate the Bidder’s responsiveness to the design brief and clients requirements by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a 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 the scope of works proposed by the contractor, demonstrating how it fits into the project budget, and how it provides value for money for the donor and beneficiaries, keeping in mind the appropriateness to local conditions and project environment. Products, materials, building services systems proposals should all be outlined in this key section of the submission.

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 A Gantt Chart or Project Schedule indicating a basic sequence of activities that will be undertaken and their corresponding timing.
<table>
<thead>
<tr>
<th>Compliance with technical specifications</th>
<th>Minimum Requirements</th>
<th>Quality Certificate/Export Licenses, etc. (indicate all that apply and attach)</th>
<th>Comments</th>
</tr>
</thead>
</table>
| Yes, we comply                            | **Have a minimum of 5 years of experience, specialized in government security, NGOs, International Institutions or companies considered to be of significant size (ex: more than 500 employees) and be able to carry out similar projects of the same Complexity in the capital and/or in the cities of the interior of the country** | *Corporate Profile Company, Organization Chart.  
*Certificates of performing services with no more than three (3) years current contract references + contact | |
| No, we cannot comply (indicate discrepancies) | The company must:  
- have a radio room in its premises which can cover all the sites of the UNS to be monitored (for permanent contact with its guards placed on these sites)  
- have an authorized frequency  
- have a communication procedure Radio  
| | *Radio Room  
Communication protocol  
list of equipment  
copy of frequency authorization | |
| Company capacity (size, organization chart, number of staff by category, places,) and structure of the service offer by your company. Focus on similar services required in this call for tenders | Describe in detail the uniforms that will be worn by the staff as well as all the individual Equipment. Specify the number and frequency of renewal  
Uniforms must appear professional and conform to UN safety standards (trousers, short-sleeved shirt, jacket, Safety shoes...)  
Their renewal must be effective every year. Two sets of uniforms should be provided by Security Service provider  
Detailed list and modalities of renewal pictures of guards dressed in their outfits/uniforms | |
| Describe the Company's radio communication Facilities: Radio room with standards and number of radios in service | Describe in detail the equipment that will be provided by the company for the  
The equipment list must meet the expectations described in section 18 of the scope of works and the type of equipment is low  
Detailed list and terms of renewal (if applicable) and, Images/photos of | |
<table>
<thead>
<tr>
<th><strong>Please describe performance of the Contract. Give as many details as possible (model, brands, etc.).</strong></th>
<th><strong>risk. The supplier will dispose of the equipment in inventory or commit to supply them within the maximum 10 days following the signing of the Contract.</strong></th>
<th><strong>individual key equipment</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Describe the list of intervention vehicles (cars. Motorcycles,) of the company</strong></td>
<td><strong>Have at least 3 patrol cars. The supplier must have the necessary equipment at the time of submission.</strong></td>
<td><strong>Detailed list and, Patrol vehicles or lease agreements on behalf of the company</strong></td>
</tr>
<tr>
<td><strong>Describe the organization of the teams as well as the roles and responsibilities according to the staffing table</strong></td>
<td><strong>The organizational plan must conform to the staffing table detailed in section 5 of the scope of works</strong></td>
<td><strong>Organizational Plan of the teams for the coverage of the positions</strong></td>
</tr>
<tr>
<td><strong>Describe your mobilization plan for this project, including the hiring of staff incorporating the required morality surveys in the specifications, the implementation process, the acquisition of equipment, training schedules, etc.</strong></td>
<td><strong>The mobilization plan must be comprehensive and cover all aspects to ensure the start-up of high-quality services and be considered as Low-risk. This mobilization programme must clearly indicate the number of calendar days to complete the full deployment and which may not exceed 30 days</strong></td>
<td><strong>Detailed technical submission, as indicated in Section 6 (technical submission Form)</strong></td>
</tr>
<tr>
<td><strong>Describe your company's approach to staff compensation, including benefits, social security, etc. Do not include salaries or financial information but estimated ratio.</strong></td>
<td><strong>The approach must comply with all legal requirements relating to the code collection of Labour Convention and thus cover insurance, social benefits, training costs, benefits in kind, etc.</strong></td>
<td><strong>Related Documents (framework agreement/group/Conventions/etc.) To: sickness insurance in case of accident and death by accident long-term disability attestation of the social security if applicable other benefits, distinctions, etc</strong></td>
</tr>
<tr>
<td><strong>Describe in detail the initial training program that will be offered to each member of the custodial staff, depending on the role</strong></td>
<td><strong>The training plan must meet the expectations described in section 12 of the load book so that the safety risk associated with the non-training of staff is low</strong></td>
<td><strong>Training Plan and Training Modules on: General Description of protection actions for the protection of installations</strong></td>
</tr>
</tbody>
</table>
of each person – controller, supervisor, guard, Radio operator, as well as the continuing education program specifying Identification of training needs among staff and frequency of training

<table>
<thead>
<tr>
<th>Incident/offence handling procedure: procedures for the use of radio equipment emergency response others</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Describe your company's code of conduct in relation to the rule of law, respect for human rights, protection of the interests of the client and disciplinary measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>The code of conduct exists and is accessible</td>
</tr>
<tr>
<td>The code of conduct</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Describe in detail your approach to emergency exercises. Description of the Company's ability to respond to emergencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>The contingency plan must meet the expectations described in section 13 of the Load book</td>
</tr>
<tr>
<td>Emergency operational Plan for three (3) cases listed below: fire, bomb alert, riots, criminal intrusions and explosive incidents evacuation of the building</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qualifications of Focal Point / Representative of the security company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level of Education: Minimum education requirements: the equivalent of a United states high school diploma; Minimum 10 years of police, security or military experience; Excellent oral and written communications skills and proficient in word processing, PowerPoint and spreadsheet; Minimum of 3 years’ experience in Supervisory/management positions; And at least 5 years of experience in the negotiation and liaison with</td>
</tr>
<tr>
<td>Curriculum Vitae of the representative of the security company</td>
</tr>
</tbody>
</table>
Qualifications of Company’s supervisors

<table>
<thead>
<tr>
<th>Position</th>
<th>Qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisors</td>
<td>Have at least completed secondary/high school or more. Minimum of 3 years’ experience in supervision; Minimum of 5 years of work experience as a security guard; Good leadership skills and ability to exercise judgement and at least have the skills and knowledge necessary for self-defence, workplace safety, threat assessment, emergency response and bomb alerts, Information protection, emergencies, Fire prevention and protection and Radio/telephone communications.</td>
</tr>
<tr>
<td>Unarmed Guards</td>
<td>Minimum of 2 years of experience in the same field of work with reputable international organisation; Minimum proficiency/knowledge in public relations, self-defence and minimum force, radio communication, access, control, searching techniques, basic firefighting and basic occupational safety.</td>
</tr>
<tr>
<td>Supervisor</td>
<td>Daily supervision of guard force. Hours of coverage - 0600-1800 and 1800-0600.</td>
</tr>
<tr>
<td>Guard</td>
<td>Operating and controlling the pedestrian entrances. Record and screen visitors as appropriate. Identify visitors. Guard fuel depot. UNMSM organization facility and International staff residences. Hours of coverage - 0600-1800 and 1800-0600.</td>
</tr>
<tr>
<td>UPSS provider’s Representative/Manager for city</td>
<td>Overall Security Management.</td>
</tr>
</tbody>
</table>
Other Related services and requirements
(based on the information provided in Section 5b)

<table>
<thead>
<tr>
<th>Compliance with requirements</th>
<th>Details or comments on the related requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes, we comply</td>
<td></td>
</tr>
<tr>
<td>No, we cannot comply</td>
<td>(indicate discrepancies)</td>
</tr>
</tbody>
</table>

- Minimum Level of Wages
- Timely Payment of Wages/Salaries to Staff
- Presentation & Uniforms/Personal Hygiene
- Reaction Vehicles
- Equipment for Guards
- Pre-Deployment and Refresher Training

SECTION 3: Management Structure and Key Personnel

3.1 Describe the overall management approach toward planning and implementing the project to deliver a quality outcome within the budget constraints. Include an organization chart for the management of the project describing the key consultants and subcontractors used and key personnel, their relationship of key positions and designations.

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

<table>
<thead>
<tr>
<th>Name of Personnel</th>
<th>[Insert]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position for this assignment</td>
<td>[Insert]</td>
</tr>
<tr>
<td>Nationality</td>
<td>[Insert]</td>
</tr>
<tr>
<td>Language proficiency</td>
<td>[Insert]</td>
</tr>
<tr>
<td>Education/Qualifications</td>
<td>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</td>
</tr>
<tr>
<td>Professional certifications</td>
<td>[Provide details of professional certifications relevant to the scope of goods and/or services]</td>
</tr>
<tr>
<td>Name of institution:</td>
<td>[Insert]</td>
</tr>
</tbody>
</table>
Note: The technical bid should include the following information/attachments:

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

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

3. **Availability of Equipment**: Provide details of all equipment that is essential to undertake the proposed works; (not applicable)

4. **Availability of Engineering Expertise and Personnel (pls. specify requirements for CVs – if same as from PQ then list again) (not applicable)**

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

6. **Method of Statement**: Proposed methodology and approach to undertake the works; (if applicable)

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

8. **Technical Quality Assurance Mechanisms**: The bid shall also include details of the Bidder’s internal technical and quality assurance review mechanisms, all the appropriate quality certificates, export
licenses and other documents attesting to the superiority of the quality of the goods and technologies to be supplied.

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]  
RFP reference: [Insert RFP 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 proposal: [Insert Currency]

Price Schedule

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Qty</th>
<th>Monthly Unit Cost (MWK)</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPSS provider’s Representative (Manager for City/country)</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Supervisor (UNSMS Facility) 12 Hour/7 days</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Guard- 12 Hour/7 days</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Breakdown of Cost

<table>
<thead>
<tr>
<th>Description of Service</th>
<th>Qty</th>
<th>Monthly Unit Cost (MWK)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Breakdown of Other Costs - Security Supervisor (Price per 12hrs/7 days) Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Salary</td>
<td>Per Supervisor/Month</td>
<td></td>
</tr>
<tr>
<td>Uniforms</td>
<td>Per Supervisor/Month</td>
<td></td>
</tr>
<tr>
<td>Protection Gear/Warm clothing</td>
<td>Per Supervisor/Month</td>
<td></td>
</tr>
<tr>
<td>Medical</td>
<td>Per Supervisor/Month</td>
<td></td>
</tr>
<tr>
<td>Technical, Vocational Education</td>
<td>Per Supervisor/Month</td>
<td></td>
</tr>
<tr>
<td>and Training cost.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pension cost</td>
<td>Per Supervisor/Month</td>
<td></td>
</tr>
<tr>
<td>Holiday pay</td>
<td>Per Supervisor/Month</td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td>Per Supervisor/Month</td>
<td></td>
</tr>
<tr>
<td>Overhead cost/Admin cost</td>
<td>Per Supervisor/Month</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>Other cost</td>
<td>Per Supervisor/Month</td>
<td></td>
</tr>
<tr>
<td><strong>Breakdown of Other Costs - Security Guard (Price per 12hrs/7 days) Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Salary</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>Uniforms</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>Protection Gear/Warm clothing</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>Medical</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>Technical, Vocational Education</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>and Training cost.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pension cost</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>Holiday pay</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>Transportation</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>Rapid Responses - 24 Hours</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>Panic Alarms/buttons</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>Overhead cost/Admin cost</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td>Other cost</td>
<td>Per Guard/Month</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
1. All prices quoted by the proposer shall exclude VAT, as UN and its’ subsidiary organs are exempt from all taxes.
2. The Bidder is required to prepare the financial proposal as indicated in the Instruction to Bidders.
3. Please note, that no deletion or modification may be made in the financial proposal form. Any such deletion or modification may lead to the rejection of the Proposal.
4. The Contractor’s Management shall ensure that its Security Guards deployed and operating with UN Organizations are remunerated in line with the emanating cost of living standards in Malawi, to avoid any personal dealings on UN premises for the purposes to supplement their income. The UN minimum salary pay per guard on a 12hour shift will be shared with successful bidder. The UN deserves the right to verify on request the remuneration paid to guards.
5. Monthly Cost rate shall cover all the cost elements associated with the provision of security services in accordance with the scope of work:
   b. Gross salary
   c. any other costs related, taxes or Fees.
   d. Management Fee/profit margin

1. The UN deserves the right to verify on request the remuneration paid to guards.