

shall be tasked to prevent the unauthorized removal of UN property. This shall entail a visual, non-destructive, and non-invasive search of vehicles as well as a search of hand carried items. This may change and entail more invasive procedures under guidance and supervision of UN Kuwait Security Personnel.

i. Fire drills: the service provider personnel shall be tasked to assist the UNDSS Staff in ensuring evacuation of the UN house facility in accordance with the UNDSS Emergency Procedures, and also with the use of fire-fighting equipment prior to arrival of the Emergency Services.

j. Medical emergencies: : the service provider shall ensure that all their staff are adequately briefed in recognizing trauma and medical emergencies, have basic first aid skills and are fully trained on how to respond to a medical emergency.

k. Crime scene protection: the service provider personnel shall be tasked to mark and secure any scene of crime or incident, from unauthorized entry.

l. Maintenance of report: the service provider personnel shall be tasked to track all incoming and outgoing UN personnel and Visitors in writing. In addition the service provider personnel shall maintain a Daily Occurrence Book, detailing "occurrences" and events which occur during each shift.

m. Quick reaction team: the service provider will prove availability of one quick reaction team that will be on call and will occasionally patrol and inspect the work of the team on the premises.

n. Security equipment: the service provider will ensure that all security equipment will be used in a professional manner and shall take responsibility of any damage associated with the improper usage of such equipment.

o. Language: the service provider will ensure that all shift supervisors/senior guards are skilled with a very good command of English language. Other guards should be skilled with at least a good command in English language.

The Duties of Shift Supervisor will include:

Shift Supervisor responsible for the day to day performance of the private security guard-force employed to secure UN house facility in Kuwait.

- a. Manage the duties of the security guards ensuring that all guards conduct their duties competently.
- b. Manage the duty roster and schedules ensuring that the required number of personnel reports for duty each shift.
- c. Liaise on a daily basis with the Security Assistant UN HOUSE Premises .
- d. Report all incidents to the Security Assistant UN HOUSE Premises .
- e. Submit all required reports promptly and properly to Security Assistant UN HOUSE Premises.
- f. Ensure that the daily occurrence log is properly maintained.
- g. Ensure that the Visitor's log is properly maintained.
- h. Ensure that the security procedures compiled by UNDSS, are properly executed.
- i. Ensure that UN house's access control policies are properly executed and adhered to; and ensure a consistent implementation of entry procedures on a daily basis.
- j. Ensure that the guards are dressed in the agreed uniform at all times while on duty.
- k. Ensure that the guards report for duty on time and do not leave their duty posts until properly relieved.
- l. Ensure that all security guards have proper duty sheets and that they are properly trained to execute their duties.
- m. Ensure that the correct number of security guards is present on duty at all times.
- n. Ensure that security guards are properly trained on their roles in the event of an emergency (medical, fire, bomb scare, etc.).
- o. Report any deficiencies in the performance of the guard-force to Security Assistant UN HOUSE Premises and UNDSS.
- p. Ensure that all necessary and required emergency equipment (fire alarm system, fire extinguishers, safety boxes, CCTV system, Radios. Stretchers, torch etc.) are in place and properly maintained and kept in proper working order.
- q. Responsible for all UN House's equipment provided for the guard-force (hand-held metal detector, walk-through metal detector, CCTV system, vehicle inspecting mirror, hydraulic bollards' system, panic alarm system etc.).



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- r. Ensure the proper control and management of contractors and deliveries.
- s. Ensure that all escape routes are kept clear and accessible and that escape door locks are maintained.
- t. Ensure that all access doors and gates are kept locked when required.
- u. Arrange with Security Assistant UN HOUSE Premises and UNDSS to conduct regular training sessions for guards.
- v. Execute any additional tasks and duties that may be delegated by UNDSS from time to time.

Senior Security Guard:

1. Manage the duties of the security guards of their shift ensuring that all guards conduct their duties competently.
2. Report all incidents to the Shift Security Supervisor and Security Assistant UN HOUSE Premises.
3. Submit all required reports promptly and properly.
4. Ensure that the daily occurrence log is properly maintained.
5. Ensure that the Visitor's log is properly maintained.
6. Ensure that the security procedures of UNDSS are properly executed.
7. Ensure that House's access control policies are properly executed and adhered to.
8. Ensure that the guards are properly dressed at all times while on duty.
9. Ensure that the guards report for duty on time and do not leave their duty posts until properly relieved.
10. Responsible for all UN House's equipment provided for the guard-force.
11. Ensure the proper control of Vehicles into the premises.
12. Assist the Shift security supervisor in the execution of his duties.

Guards including female:

1. Report on time for duty and remain at duty post until properly relieved.
2. Report for duty properly dressed in a clean and neat uniform.
3. Take proper care of all UN House's equipment provided for the execution of duties.
4. Must have a detailed knowledge of UN House's security procedures and ensure that these procedures are properly executed.
5. Report all incidents to the shift Supervisor/Senior Security Guard
6. Ensure that UN House's access control policies are properly executed and adhered to.
7. Be courteous and polite at all times.
8. Must know the UN House's emergency procedures.
9. Searching all items and materials taken in to UN House's premises.
10. Inspections of personal luggage.
11. Isolate all suspicious items as per UN House's SOPs.

D. Institutional Arrangement

Responsibility of the successful proposer

Company:

- a. The service provider must have valid and current licenses to provide security services in Kuwait and shall fully compliant with national security regulations and will obtain all the necessary certifications.
- b. The service provider shall be responsible for providing all equipment, materials and personnel for the execution of the services. UNDP and UNDSS will approve equipment, uniforms and other materials prior to their use in the performance of this contract.
- c. The service provider shall accept the UNDP General Terms and Conditions for Services;

d. The service provider shall not have a record of human rights violations or other discriminatory or unethical practices.

e. The values enshrined in the United Nations Charter, specifically the “respect for fundamental human rights, social justice and human dignity, and respect for the equal rights of men and women”, serve as overarching values to which the private security company must adhere.

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

g. The successful contractor shall provide and maintain all necessary insurance, including medical coverage for the security personnel, equipment and operations at the UN House. UN does not accept any responsibility in the event of death, injury or illness of the designated security guard, whether work-connected or not.

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

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

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

k. The service provider should be able to provide food and necessary items to the guards during emergencies and when it required

Uniform:

The service provider shall provide all security personnel with a full set of uniform. All uniforms shall be appropriate and take into account functionality, working environment and climatic conditions. The service provider personnel shall present a neat appearance and shall be easily recognized. Employees shall wear uniforms when on duty. Uniforms shall be in good repair, freshly laundered, well fitting, and color coordinated. Employees shall wear fresh uniforms every day and the service provider shall have extra uniforms available to allow employees to change if a uniform should become heavily soiled. Uniforms shall not contain commercial advertising except that hats or name tags may contain the name of the service provider firm. Shoes shall be standardized and shall be clean and of sturdy construction and shall cover the foot completely. Employees shall wear socks or hose as appropriate. Open toe shoes, sandals, sneakers, and canvas shoes, shoes with high platforms, spiked heels, or heels higher than two inches shall not be worn. The type and colour of uniforms, as well as the standards of dress for service provider supervisor, and general staff shall be approved by the identified UN representative prior to the contract start date. The service provider shall submit sample uniforms to the UN representative no later than 14 days prior to the contract start date. The service provider shall provide approved uniforms to the security staff on a regular basis to replace worn or damaged items. The uniform will include

- a. Trousers.
- b. Shirts (Pilot type with two pockets and epaulettes).
- c. Belt.
- d. Cap.
- e. Badges (company name and rank).
- f. Shoes.
- g. Jersey.
- h. Jacket.

Training:

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

1. The role and function of Security guards assigned for high profile diplomatic missions organizations.



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2. Access control & search procedures.
3. Radio communication procedures.
4. Telephone procedures.
5. Emergency procedures (bomb threat, evacuation, fire, medical, demonstrations, unruly behavior, etc).
6. Patrolling procedures.
7. Basic First Aid.
8. Basic fire distinguishing.
9. Incident reporting procedures.
10. Keeping of proper security occurrence and incident logs.
11. Uniform care and presentation.
12. Personal hygiene and appearance.
13. Operations of hand-held metal detectors, explosive detectors, walk through metal detectors, X-ray machines, anti-ramming systems.
14. Operation of CCTV equipment.
15. Operation of hydraulic bollards.

Responsibility of UNDP

The Contractor will be provided with the following equipment:

1. Radios
2. Handled metal detector
3. Stationery
4. Torches and batteries
5. Walk through metal detector
6. Vehicle search mirror
7. X-ray machine
8. Printer
9. CCTV system

All equipment supplied shall be returned to UN in the same quantity and condition, taking into account normal wear and tear.

E. Duration of the Work

The commencement date is Feb 1, 2021. The Long Term Agreement for provision of Security Services will be issued for duration of 12 month with further possible extension up to 2 (two) additional years maximum subject to documented satisfactory performance and positive feedback.

F. Location of services

UN House, UN Building, Diplomatic Square, Block 7, Mishref, (opposite to Gust University), Kuwait; P.O. Box 2993 Safat Kuwait 13030

G. Qualifications of the Successful Service Provider:

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

The Service provider shall ensure that all its personnel employed and assigned to perform under any Contract

resulting from this solicitation meet or exceed the following minimum criteria.

1. The Shift Supervisor: the service provider is to provide proof of the following:

- i.i. senior high school education or equivalent education and training and at least 5 years of full experience in such field of work (guards' duties at high profile diplomatic missions/organizations)
- i.ii. must be able to speak, read and write English. (A very good command of English Language Skills is required)
- i.iii. must be vetted by the Kuwaiti Police
- i.iv. must not have a criminal record
- i.v. should have a military or police background
- i.vi. must be fully knowledgeable and experienced on the operation of and procedures associated with the use of all equipment assigned to the guards such as hand-held metal detector, walk-through metal detector, X-Ray Machines, etc.
- i.vii. should have experience in supervising security guards in a similar environment.

2. The Senior Security Guards: the service provider is to provide proof of the following:

- ii.i. senior high school education or equivalent education and training and at least 3 years of full experience in such field of work (guards' duties at high profile diplomatic missions/organizations)
- ii.ii. must be able to speak, read and write English. (A very good command of English Language Skills is required).
- ii.iii. must be vetted by the Kuwaiti Police
- ii.iv. must not have a criminal record
- ii.v. should have a military and police background
- ii.vi. must be fully knowledgeable and experienced on the procedures of using any equipment assigned to the guards such as hand-held metal detector, walk-through metal detector etc.
- ii.vii. should have experience in supervising security guards in a similar environment.

3. The Guards (including Female): the service provider is to provide proof of the following:

- iii.i. senior high school education or equivalent education and training and at least 2 years of full experience in such field of work (guards' duties at high profile diplomatic missions/organizations)
- iii.ii. must be able to speak, read and write English. (A good command of English Language Skills is required)
- iii.iii. must be vetted by the Kuwaiti Police
- iii.iv. must not have a criminal record
- iii.v. should have a military and police background
- iii.vi. must be fully knowledgeable and experienced on the procedures of using any equipment assigned to the guards such as hand-held metal detector, walk-through metal detector etc.
- ii.vii.

4. The Contractor is to provide proof of the following:

- iv.i. must have history in the security industry and at least 5 years of experience in security sphere
- iv.ii. must provide at least 3 references from previous or current clients.
- iv.iii. must provide a communication plan to ensure successful management of the contract.
- iv.iv. must demonstrate a capability to manage their personnel on the ground.
- iv.v. must demonstrate that they have an acceptable security-training program and that the personnel offered will have received proper security training.
- iv.vi. must be able to provide trained relievers at short notice.
- iv.vii. must be properly registered in accordance with Kuwaiti laws and legislation.
- iv.viii. must ensure that security personnel are given sufficient rest days.

Contract Manager:

The service provider shall appoint a Contract Manager/Supervisor who shall act with full authority for the service provider and shall be responsible for overall management and daily performance of this contract. The Contract Manager/Supervisor shall be the central point of contact for this contract and shall be available at all times to meet on the installation with the UNDP Contracting Officer or his/her designated representative. The service provider shall designate this individual in writing (listing name, address and contact telephone numbers) to the Contracting



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Officer no later than 10 working days prior to the contract start date.

H. Scope of Proposal Price and Schedule of Payments

Once a Contractor is awarded with the Contract, in full consideration of the complete and satisfactory performance of the Services under the Contract, UNDP shall make payments to the Contractor in accordance with the pricing structure set forth in the Pricing Table. The prices shall remain fixed for one year with possibility of price adjustment subject to justification of inflection rate increase proven documentary from official governmental entity.

The service provider shall provide properly qualified security personnel, in the correct numbers, on a 24/7 basis to carry out the following functions. In case of any unauthorized absence or unavailability of any of below personnel during their work shift for one hour or more, UNDP reserves the right to deduct the amount equal to daily shift amount of respective personnel and to make relevant performance record. If the mentioned absence occurs for more than once, two percent of monthly contract amount shall be deducted from the payment of service provider and this could serve as a basis for further termination of the contract.

The contractor is expected to provide the total amount with monthly cost breakdown of services. Due to changes in number of personnel required during working days shifts and week-end, holidays shifts the monthly actual amount could differ, but the total yearly amount calculated and provided by company shall be basis for the contract and be maximum payable amount within the contract. While calculating days off and holidays, the contractor shall consider that apart from week-end days, there are 10 days of holiday during the year based on UN regulations – a schedule of which will be provided to the Contractor as soon as it is published.

First shift

#	Personnel	Function	Days per week ⁷	Hours per day	Total posts
1	Shift Security Supervisor	Supervisor, CCTV monitoring	5/ from Sun. to Thur.	6.00h-18.00h	1
2	Security Guard (Female)	Access Control/Main Building	5/ from Sun. to Thur.	6.00h-18.00h	1
3	Security Guard	Access Control, main entrance, searching procedures, CCTV monitoring, vehicle gate: and foot patrolling surveillance	5/ from Sun. to Thur.	6.00h-18.00h	8

1. 5 working days per week
2. Official UN Holidays are 10 days per year. Official weekends for 2018 is 104 days. Total 114 days

Total:	10
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Second shift

#	Personnel	Function	Days per week	Hours per day	Total posts
1	Senior Security Guard	Shift Supervisor	5/from Sun. to Thur.	18.00h-06.00h	1
2	Security Guard	Access control, Main entrance, vehicle gate: and patrolling surveillance	5/from Sun. to Thurs.	18.00h-06.00h	4
Total					5

Weekends & Official Holidays:

#	Personnel	Function	Days per week ⁸	Hours per day	Total posts
1	Shift Security Supervisor	Supervisor, CCTV monitoring	Weekends & Official holidays	6.00h-18.00h	1
2	Security Guard	Access Control, main entrance, searching procedures, CCTV monitoring, vehicle gate: and foot patrolling surveillance	Weekends & Official holidays	6.00h-18.00h	4
Total:					5

Second shift

#	Personnel	Function	Days per week	Hours per day	Total posts
1	Senior Security Guard	Shift Supervisor	Weekends & Official holidays	18.00h-06.00h	1
2	Security Guard	Access control, Main entrance, vehicle gate: and patrolling surveillance	Weekends & Official holidays	18.00h-06.00h	4
Total					5



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The contractor has to deal with any overtime cost for its staff resulting from shifts above standard working hours in accordance with state of Kuwait labour law.

Price proposal form

#	Description	Q-ty of security personnel for working days	Number of working days in a year (2018)	Price per day, KWD	Total price by year (all inclusive) in KWD
1	Shift Security Supervisor	1	251		
2	Senior Security Guard	1	251		
3	Security Guards	12	251		

#	Description	Q-ty of security personnel for working days	Number of non-working days in a year (2018)	Price per day, KWD	Total price by year (all inclusive) in KWD
1	Shift Security Supervisor	1	114		
2	Senior Security Guard	1	114		
3	Security Guards	8	114		

Note: Number of non-working days in 2021-2022 is 114 (104 weekend days, 10 UN holidays)
Number of working days in 2021-2022 is 251

Detailed cost breakdown of salary payments

#	Description	Monthly home take salary	End services & annual leave cost
1	Shift Security Supervisor		
2	Senior Security Guard		
3	Security Guards		

Other costs paid by company

#	Description	Transportation costs	Insurance and Administrative charges	Accommodation costs	Residency costs	Others (please specify)
1	Shift Security Supervisor					
2	Senior Security Guard					
3	Security Guards					

RESPONSIBILITY OF THE SUCCESSFUL PROPOSER

Third party liability:

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

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

Removal of employees:

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

ADMINISTRATIVE AND MANAGEMENT REQUIREMENTS

Performance evaluation meetings:

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

Records and audit:

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

Quality:

UN or third party Quality Assurance Evaluators (QAEs) will carry out announced and unannounced routine and non-routine inspections of the service provider's operations.

UN reserves the right to reject any and all services performed which do not conform to UN's specifications. Rectification of rejected services shall be at the expense of the service provider. Failure to correct inadequately performed services could result in termination of this contract.

Indemnification:

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



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nature of workmen's compensation claims.

I. Criteria for Selecting the Best Offer

The below method will be used:

Combined scoring method – where the qualifications and methodology will be weighted a maximum of 60% and combined with the price offer with will be weighted a maximum of 40%

Section 4: Proposal Submission Form⁹

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

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal in separate files. Financial Proposal is password protected as required by UNDP..

We hereby declare that :

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

⁹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.



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

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

Proposer Information Form¹⁰

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

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
11. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		
14. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

¹⁰ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.



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Joint Venture Partner Information Form (if Registered)¹¹

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number]*

Page _____ of _____ pages

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

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



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Section 6: Technical Proposal Form

<p>TECHNICAL PROPOSAL FORMAT INSERT TITLE OF THE SERVICES</p>

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION						
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p>						
<p>1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</p>						
<p>1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p>						
<p>1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.</p>						
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

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SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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

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

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

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

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

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

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

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

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

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

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



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SECTION 3: PERSONNEL

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

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

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

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

proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

Signature of the Nominated Team Leader/Member

Date Signed



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Section 7: Financial Proposal Form¹²

The Proposer is required to prepare the Financial Proposal in a password protected PDF file separate from the rest of the RFP as indicated in the Instruction to Proposers.

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

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

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

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

A. Cost Breakdown per Deliverables*

The below table indicate number of **working days** in 2021-2022 is 251

#	Description	Q-ty of security personnel for working days	Number of working days in a year (2021-2022)	Price per day, KWD	Total price by year (all inclusive) in KWD
1	Shift Security Supervisor	1	251		
2	Senior Security Guard	1	251		
3	Security Guards	12	251		

The below table indicate number of **non-working days** in 2021-2022 is 114 (104 weekend days, 10 UN holidays)

#	Description	Q-ty of security personnel for working days	Number of non-working days in a year (2021-2022)	Price per day, KWD	Total price by year (all inclusive) in KWD
1	Shift Security Supervisor	1	114		
2	Senior Security Guard	1	114		
3	Security Guards	8	114		

¹² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

B. Cost Breakdown by Cost Component:

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

Detailed cost breakdown of salary payments

#	Description	Monthly home take salary	End services & annual leave cost
1	Shift Security Supervisor		
2	Senior Security Guard		
3	Security Guards		

Other costs paid by company

#	Description	Transportation costs	Insurance and Administrative charges	Accommodation costs	Residency costs	Others (please specify)
1	Shift Security Supervisor					
2	Senior Security Guard					
3	Security Guards					



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Section 8: FORM FOR PROPOSAL SECURITY

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

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

Section 9: FORM FOR PERFORMANCE SECURITY¹³

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

¹³ If the RFP requires the submission of a Performance Security, which shall be made a condition to the signing and effectivity of the contract, the Performance Security that the Proposer’s Bank will issue shall use the contents of this template



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Section 10: Form for Advanced Payment Guarantee¹⁴

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

_____ *[Bank's Name, and Address of Issuing Branch or Office]*
Beneficiary: _____ *[Name and Address of UNDP]*
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[name of Company]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the contract]* dated *[insert: date]* with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in words]* (*[amount in figures]*) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in words]* (*[amount in figures]*)¹⁵ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of _____, 2___,¹⁶ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

¹⁴ This Guarantee shall be required if the Contractor will require advanced payment of more than 20% of the contract amount, or if the absolute amount of the advanced payment required will exceed the amount of USD 30,000, or its equivalent if the price offer is not in USD, using the exchange rate stated in the Data Sheet. The Contractor's Bank must issue the Guarantee using the contents of this template.

¹⁵ The Guarantor Bank shall insert an amount representing the amount of the advanced payment and denominated either in the currency/ies of the advanced payment as specified in the Contract.

¹⁶ Insert the expected expiration date. In the event of an extension of time for Completion of the Contract, the Contractor would need to request an extension of this Guarantee from the Guarantor Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contractor might consider adding the following text to the form at the end of the penultimate paragraph : "The Guarantor Bank agrees to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Contractor's written request for such extension, such request to be presented to the Guarantor Bank before the expiry of the Guarantee.

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

[signature(s)]

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



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Section 11: Contract for Professional Services

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

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

Date _____

Dear Sir/Madam,

Ref.: _____/_____/_____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

a) this Letter;

b) the Terms of Reference [ref.dated], attached hereto as Annex II;

c) the Contractor's Proposal [ref....., dated]

d) The UNDP Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

Name Specialization Nationality Period of service

....
....

2.3 Any changes in the above key personnel shall require prior written approval of _____ [NAME and TITLE], UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.



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2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]	[INDICATE DELIVERY DATES]
e.g.	
Progress report	.././....
.....	.././....
Final report	.././....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.4 UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNDP.
- 3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
- ### 4. Special conditions
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [...], Article(s) [...] of the General Conditions in Annex I shall be amended to read/be deleted.



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5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than [INSERT DATE] and shall complete the Services within _____ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ [NAME AND TITLE] UNDP.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

Name
Designation
Address

Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____

Name: _____

Title: _____

Date: _____



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**UNDP
GENERAL CONDITIONS OF CONTRACT FOR SERVICES**

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

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

liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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



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

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

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

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

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

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

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

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

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and

agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

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

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..



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15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

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

18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons



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engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received

under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.