



Request for Proposal (RFP)

Date: 1 July 2010

Dear Sir/Madam,

Subject: RFP for the provision of Security Services.

Ref: UNDP-BAH-Security-RFP08/2010

1. You are requested to submit a proposal for Security services, as per enclosed Terms of Reference (TOR). The purpose of this present bidding is to conclude a Long Term Agreement(s) (LTA) for the period of three (3) years. The successful bidder shall be contracted for this purpose for an initial period of one year, and the contract shall be renewable thereafter, upon satisfactory evaluation of performance each year.
2. Bidder's Conference
A Bidder's Conference will be conducted on 8 July 2010 at 10 am in UNDP Main Conference Room. All bidders are encouraged to come. Non-attendance, however, will not disqualify a bidder; the bidder may still submit a proposal. Minutes of the bidder's conference will be posted at UNDP Bahrain website <http://www.undp.org.bh/procureRFP=9.html>
3. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors(Annex I)
 - ii. General Conditions for Professional Services..... (Annex II)
 - iii. Terms of Reference (TOR).....(Annex III)
 - iv. Proposal Submission Form(Annex IV)
 - v. Price Schedule(Annex V)
4. Your offer comprising of technical proposal and financial proposal, **in separate sealed envelopes**, should reach the following address no later than 13.30hrs on 30 July 2010.

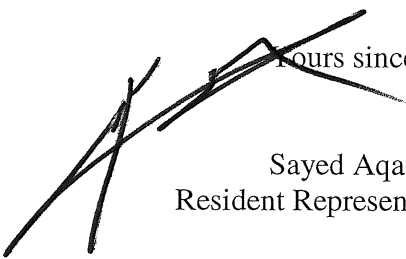
United Nations Development Programme
UN House 69, Road 1901
Hoora 319, PO Box: 26814
Kingdom of Bahrain

Ref: UNDP-BAH-Security-RFP08/2010

Tel: +973 17311600

Fax: +973 17311500

5. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
6. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.



Yours sincerely,

Sayed Aqa
Resident Representative

Instructions to Offerors

A. Introduction

1. General

Several United Nations Agencies residing in the UN House and outside UN House address of which is given below, collectively intend to enter into a mutual arrangement with a supplier to provide SECURITY SERVICES for 3 years. The successful bidder shall be contracted for this purpose for an initial period of one year, and the contract shall be renewable thereafter, upon satisfactory evaluation of performance each year. The successful bidder should have direct presence in the Kingdom of Bahrain or through an affiliated company.

This RFP is issued by UNDP on behalf of UN Agencies based in UN House Bahrain and outside UN House, in order to hire a Security Company, for a period of 3 years. Therefore UNDP represents the UN Agencies throughout these solicitation documents.

Address of UN House:

UN House 69,
Road 1901
Hoor 319,
Kingdom of Bahrain

Address of United Nations Environment Programme / Regional Office for West Asia
Bait Al-Tujjar Building (Chamber of Commerce Building), 11th floor
Seef Area, Building No. 519, Road 1010, Block 410,
Kingdom of Bahrain

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding

instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English. Any printed literature furnished by the Offeror may be written in another language as long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;

(c) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

(a) Management plan

This section should provide information about the following:

- Corporate orientation including the year and country of incorporation
- Notarized certified copy of the document (official gazette) that proves the constitution of the company.
- Any international certification (eg: ISO)
- A brief description of the Offeror's present activities. It should focus on services related to the Proposal.
- Presentation of the organizational chart of the company
- Description of the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind.
- Its experience in similar projects and identifying the person(s) representing the Offeror in any future dealing with UNDP.
- Corporate experience
- References from UN Agencies
- References from international organizations
- References from other business partners

(b) Resource plan

- List of each employee indicating the number of years working for the company
- CVs of employees who will work with UN Agencies at site and copy of their diplomas
- Criminal record of employees (received up to 1 month prior to deadline for submission of proposals) will work with UN Agencies at site
- Statement of good health (received up to 1 month prior to deadline for submission of proposals) of employees will work with UN Agencies at site
- Offeror's current capabilities/facilities and any plans for their expansion.
- Location of offices or agents

(c) Proposed methodology

- Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics; and demonstrating how the proposed methodology meets or exceeds the specifications.
- Work-flow (the step by step detailed explanation of how the bidder will execute the services proposed beginning from the signature of the contract until the completion of the contractual obligations at the end of 3 years, including their approach,

execution methodology and any other relevant aspects All additional services should be detailed.)

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

The Offerors shall give information on each and every issue listed in the Terms of Reference and Technical Evaluation Criteria Tables I, II and III in the operational and technical part of the Proposal.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in Bahraini Dinars and be valid for 3 years following the signature of the Long Term Agreement.

11. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each “Original Proposal” and “Copy of Proposal” as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

UNDP shall make payments to the Contractor 30 days net from the date of acceptance and approval of the services and related invoices by UNDP.

For local vendors operating in Bahrain, payments shall be effected in local currency BHD (Bahraini Dinar).

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

United Nations Development Programme
UN House 69, Road 1901
Hoor 319, PO Box: 26814
Kingdom of Bahrain

and,

- marked with –

“RFP: Security Services”

“Ref: UNDP-BAH-Security-RFP08/2010”

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the

copies duly marked “Original” and “Copy”. **The second inner envelope shall include the price schedule duly identified as such.**

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP at the address specified under clause *Sealing and marking of Proposals* no later than 30 July 2010, 13.30hrs, local time.

UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause 15’ *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

UNDP will open the Proposals in the presence of a Committee formed by the Head of the UNDP.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

The proposals will be evaluated through a cumulative analysis method as follows: Maximum attainable points:

- Technical Proposal: 700 points
- Financial Proposal: 300 points

TOTAL: 1000 POINTS

The contract will be awarded to the eligible Offeror with the highest total score which is the sum of technical and financial points.

21.1 Eligibility Determination and Technical Evaluation.

The eligibility determination of the Offeror and Technical Evaluation of its proposal will be made at the same time. Only the proposals of Offerors who will be determined to be 'eligible' will be considered for technical evaluation. In order for a proposal to be accepted as 'technically qualifying', the Offeror should be determined as 'eligible' and its proposal should attain minimum 490 points over 700 points in technical evaluation.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and based on the Technical Evaluation criteria. Therefore The Offerors shall give information on each and every issue listed in the Terms of Reference and Technical Evaluation Criteria Tables I, II and III in their technical proposal.

Evaluation of the technical proposals will be completed prior to any price proposal being opened and compared. Technical proposals, that passed the minimum technical score of 490 out of 700 points In the evaluation of the technical proposals, will be rated on the basis of maximum attainable points, which is 700.

21.2 Financial Evaluation:

The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

The price proposal of all contractors, who have attained minimum 70% score in the technical evaluation will be compared and scored on the basis of maximum attainable points, which is 300.

The prices to be quoted by the Offerors shall be evaluated in the following table and the 'LTA TOTAL' to be quoted by the successful Offeror shall be the total price of the LTA to be signed:

Year	Number of Months	Monthly Total Amount (BD)	Yearly Total Amount (BD)
2010	To be determined as of contract signature date		
2011	12		
2012	12		
2013	To be determined as of contract signature date		
LTA Total (BD)			

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organisation submitting Proposal	30%	210					
2.	Proposed Work Plan and Approach	30%	210					
3.	Personnel	40%	280					
	Total		700					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form **1:** Expertise of Firm / Organisation Submitting Proposal

Form **2:** Proposed Work Plan and Approach

Form **3:** Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability/Accreditation)	40					
1.2	Litigation and Arbitration history	10					
1.3	General Organisational Capability which is likely to affect implementation General Capability (20): <ul style="list-style-type: none">• Size of organization• Loose consortium, holding company or one firm• Strength of project management support• Project financing capacity• Project management controls Quality level of the Offeror’s standardization(15): <ul style="list-style-type: none">• Hiring practice• Basic training• Uniform and equipment• Working condition / working hour policy• Rapid response• Routine supervision from the Offeror’s main HQ• In-service training• Employment insurance & health insurance• Contact person in 24 hours	35					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	15					
1.5	Quality assurance mechanism (12) • Technical quality (8) <ul style="list-style-type: none">- Equipment- Guard force Equipment- Communication equipment- Alarm system	20					

1.6	Social framework <ul style="list-style-type: none"> Adherence to Bahrain Law, including social benefits Insurance 	20					
1.6	Relevance of (70): <ul style="list-style-type: none"> Specialised Knowledge Experience Work for UNDP/ major multilateral/ or bilateral programmes Number of years of experience (10) International Technical affiliation (10) Profile of current corporate clients (10) Quantity of current corporate clients(10) 	70					
		210					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	15					
2.2	Have the important aspects of the task been addressed in sufficient detail?	20					
2.3	Are the different components of the project adequately weighted relative to one another?	10					
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	25					
2.5	Is the conceptual framework adopted appropriate for the task?	30					
2.6	Is the scope of task well defined and does it correspond to the TOR?	65					
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	45					
		210					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
Personnel								
3.1	Coordinator / Superintendent <ul style="list-style-type: none">• Educational level• Experience in coordination• Language		90					
3.2	Guards (3 Personnel) <ul style="list-style-type: none">• Educational level• Experience in coordination• Language		190					
	Total Part 3		280					

F. Award of Contract

22. Award criteria, award of contract

UNDP reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, UNDP will award a Long Term Agreement (LTA) to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

It is the intention of UNDP to enter into a Long Term Agreement for three years on annual renewal basis. At the end of the first year, LTA may be renewed for another two years based on the performance and at the sole discretion of UNDP. The prices quoted by the Contractor will be fixed for three years upon signature of LTA.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 3 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

25. Performance security

No performance security is required.

26. Taxation

UN and its subsidiary organs are exempt from all taxes. Therefore Offerors shall prepare their quotations excluding tax.

General Conditions of Contract**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3. 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. 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. 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 with the provisions of this Contract.

6. 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. 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. 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 its 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:

(i) Name UNDP as additional insured;

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

(iii) Provide that 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 UNDP with satisfactory evidence of the insurance required under this Article.

9. 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 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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. 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 the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 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 which are beyond the control of the Parties.

14.2 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 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 UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice

required under this Article, 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.

- 14.3 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, 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.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" 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. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the

preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

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.

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 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 UNDP before the payment thereof and 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 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.

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.

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.

AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.

TERMS OF REFERENCE - PROVISION OF SECURITY SERVICES

A. Background

The United Nations Agencies residing in UN House Bahrain and outside UN House wish to procure round-the-clock professional security services to provide protection to UN employees, office facilities, property and equipment from damage or loss, all kinds of security threats i.e. theft, violent attack, riots, mobs, fire hazards etc. The UNDP are hereby soliciting bids from professional security organizations and institutions that have the experience and qualifications and the resources to provide security services.

B. Objectives

The primary objective of the security services is to provide protection to UN personnel and employees. The Guards will also protect UN Facilities and assets from damage or loss, theft, unauthorized use, attack or unauthorized access.

C. Special Instructions for the Place of Assignment at the United Nations House Bahrain

1. The place of assignment where security services are provided

UN House 69
Road 1901
Hooraa 319
Kingdom of Bahrain

2. Private Security services shall be performed on 24-hour basis at the United Nations House by a total of Three (3) security guards.
3. The guards shall have the following shifts: one (1) guard at the main gate from 0700 hrs. to 1900 hrs., one (1) guard at the security room from 0700 hrs. to 1500 hrs. (Sunday to Thursday) and one (1) guard at the main gate from 1900 hrs. to 0700 hrs Saturday to Friday seven days per week including Public Holidays.

Job Description:

- a. The security service shall include control of entries and exits, body search after Walk Through Machine, if there is still warning sound, and ID card check of the incoming people and vehicles other than the staff working at the building and securing peace of the inhabitants at the building and overall security of the building with its entire premises.
- b. The guards designated as receptionist shall be the team leader and coordinate all activities of the team, monitor CCTV system, register all visitors and report to UNDP Security Focal Point on all security related matters.

4. Responsibilities:

- a. Main Entrance Door: This is the entrance where staff and visitors enter and exit, ID Access cards are checked and visitors are searched.
 - b. Watch and Control Duty: This is the security service which includes the continuous practice of a high standard of 'hostile surveillance techniques', watching the place of assignment, control and polite prevention of parking of 'none-authorized' vehicles; placement of foreign objects at the parking area and in front and around the building.
5. Security Guards shall perform their duties at the ground floor, in the front yard, at the parking lot and all other relevant places of the building as shall be notified by the building management and advised by UNDSS Bahrain.
 6. Security Guards shall pay due attention to public relations by acting strictly in compliance with related instructions in their relations with the staff, visitors and vendors coming to the place of assignment.
 7. The Security Guards shall first ask the visitor how he (guard) could be of any service to him/her and then open the door by pushing the button according to the answer that he will receive. The visitor shall pass through the Walk Through Machine, be physically searched (if required), hand bags, mobile phone and other electronic equipments are scanned through the X-Ray Machine and accompanied to the reception area for completion of necessary security formalities.
 8. Any and all visitors coming to the building and wishing to pay a visit shall, irrespective of their identity/seniority, undergo the procedures mentioned in para. 8 above.
 9. Security guards shall immediately get acquainted with the staff working at the building and other people shall be regarded as clients and visitors.
 10. Security guards will be provided with the list of names of the staff and official/personal car plate numbers by all agencies so that they can control the entries to the building of authorized personnel and vehicles to the parking lot accordingly.

Note: If a 'vehicle' is not recognized/considered as a UN authorized vehicle, clarification will be sought prior to entry; if there is any doubt, 'under no circumstances' is the vehicle or persons to be allowed access to the UN building.

11. Security Guards shall perform their duties at the ground floor, in the front yard, at the parking lot and all other relevant places of the building as shall be notified by the building management and advised by UNDSS Bahrain.
12. Security Guards shall pay due attention to public relations by acting strictly in compliance with related instructions in their relations with the staff, visitors and vendors coming to the place of assignment.

13. The Security Guards shall first ask the visitor how he (guard) could be of any service to him/her and then open the door by pushing the button according to the answer that he will receive. The visitor shall pass through the Walk Through Machine, be physically searched (if required) and accompanied to the reception area for completion of necessary security formalities.
14. Any and all visitors coming to the building and wishing to pay a visit shall, irrespective of their identity/seniority, undergo the procedures mentioned in para 8 above.
15. Security guards shall immediately get acquainted with the staff working at the building and other people shall be regarded as clients and visitors.
16. Security guards will be provided with the list of names of the staff and official/personal car plate numbers by all agencies so that they can control the entries to the building of authorized personnel and vehicles to the parking lot accordingly.

Note: If a 'vehicle' is not recognized/considered as a UN authorized vehicle, clarification will be sought prior to entry; if there is any doubt, 'under no circumstances' is the vehicle or persons to be allowed access to the UN building.

17. Security guards shall not be over friendly, involve themselves in fraternization or act in an informal way with any of the staff, clients and visitors for any reason whatsoever.
18. Should the security guards unnecessarily use the alarm system
19. After the working hours and on holidays when there is no work, the security guards under no circumstances' will allow any entries into the building of anybody (including those who may come to the building for cleaning, repair, maintenance, etc. purposes) unless such entrance is authorized by the UNDSS Bahrain.
20. Security Guards shall ensure that entries and exits after normal working hours by the staff is recorded via the 'access control system' installed.
21. The cleaning firm's personnel come to the building after the working hours. Each and every cleaning personnel has been issued with a visitor entrance card. Upon entry of such personnel, these cards shall be exchanged with their identity cards and identity cards shall be returned upon surrender of their entrance cards at the time of exit. The same procedures will be applied by the security guards working on 12/24-hour basis to those cleaning personnel who come to the building on weekends and holidays.
22. There are only one access doors to the building, additionally one in front of the UNDP office and the third one being at the indoor parking lot for emergency exit.

23. The access system and premises shall be checked by Security Guards via CCTV system on a 24/7 hour basis. Additionally, all the floors shall be checked and lights not in use shall be switched off and running taps shall be turned off, Doors to the agencies at the floors shall be locked and the keys to such doors shall be hung at the 'key box' located in the reception area. At 06.30 a.m. on a daily workday basis, a nominated security guard will open all locked doors as required.
24. Daily newspapers brought to the building shall be received at the reception; security checked and will then be distributed by the office boy.

Note: Any food ordered by the UN staff from outside will be security checked as necessary and then the person/s who have ordered it will be informed. (The Staff Member pickup the order from the security area; under no circumstances will the guards deliver packages/food etc to any individual Staff Member or office)

25. Any instructions given by the Operations Associate and advised by UNDSS Bahrain shall be accommodated without any comments there on and any work that is required to be followed up shall be known to, and followed up by all the working guards within the shifts. To achieve this, the guards shall ensure continuous exchange / flow of information among them.
26. Security guards will not 'under any circumstances', allow placement of any garbage, parcels and any other undesired/unidentified items in front of the outer entrance door, in the garden, in the parking lot or gardens at the sides of the building. Any unidentified/suspicious package/items will be reported immediately to the police.
27. Security guards shall, 'under no circumstances' allow entry into the building of such persons as, salesmen, beggars, peddlers, vendors, etc.
28. In case of emergency (fire, theft, sabotage, attack, bombing alert, flood, etc.), security guards shall first attend the case, ensure maintenance of proof and evidence of crime, and shall immediately notify the Fire Department, Police Department and UNDSS Bahrain of the incident.
29. For any flowers, parcels, collies etc. brought to the building for delivery to the staff working at the building, the security guard shall first conduct a detailed security check; then inform the recipient of the said delivery and shall then hand over the delivery to the recipient at the reception.
30. The guards shall always establish coordination with, and receive security work-related instructions, if any, from the UNDSS Bahrain and shall accommodate the instructions so given and shall inform as may be required in cooperation with the company's Security Superintendent and in line with its standing guidelines.
31. These instructions shall be carried out along with the General Instructions for Security as included in the final contract

32.Skills and Competencies of Personnel:

- Minimum two (2) years of experience in protecting office premises (either static, patrol and physical security operations);
- Knowledge of key phrases in English regarding security issues;
- Communication skills in English and Arabic.
- Certificate of 'NO' criminal record
- Medical fitness certificate,
- Professional Security Guard Certificate;

33.Social Framework

The Contractor shall establish salary pay in accordance with Bahrain laws. The Minimum Monthly Net Salary shall also include the payments for transportation and meal expenses of the staff as well as the minimum subsistence allowance for the staff. The Contractor shall ensure at no additional cost to UNDP, that the legal requirements imposed by Bahrain law with regard to social security registrations/payments, overtime payments, etc. payments of its employees are fully satisfied.

D. Special Instructions for the Place of Assignment at the United Nations Environment Programme / Regional Office for West Asia in Bahrain

1. The place of assignment where security services are provided
United Nations Environment Programme / Regional Office for West Asia
Bait Al-Tujjar Building (Chamber of Commerce Building), 11th floor
Seef Area, Building No. 519, Road 1010, Block 410,
Kingdom of Bahrain
2. Private Security services shall be performed on 0600 hours to 1900 hours during working days, Sunday to Thursday at the United Nations Environment Programme / Regional Office for West Asia by One (1) security guard

3. Job Description:

- a. Trained security guard, kitted with a handheld metal detector
- b. Meet and greet all visitors
- c. Search and scan the visitors' hand bags with handheld metal detector
- d. Remain in the reception area and provide support to the receptionist
- e. Ensure that all staff access the area using their UNEP issued access cards and records those without.
- f. Report to UN Security focal point or the Regional Director for security related issues.
- g. Report to Admin. & Finance for operational related issues.

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide services listed in Terms of Reference to UN Agencies for three years following the signature of Long Term Agreement (LTA) for the amounts quoted in the Price Schedules. We confirm that we accept escalation of the salaries of 3 Guards in the LTA.

We also accept that UNDP has the right to the followings in case that the UN Agencies move to an address other than the current UN House and the current UNEP/ROWA location throughout the validity of the LTA: 1) Deploy this LTA as it is 2) Deploy this LTA by changing the number of Receptionist and/or Guards stipulated in the LTA or 3) Terminate the LTA without any cause.

We undertake, if our Proposal is accepted commence and complete delivery of all services specified in the agreement within the time frames stipulated in Terms of Reference, as per the conditions of the LTA.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

D. Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

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

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

The format shown in Annex V should be used in preparing the price proposals.

The remuneration part of the price proposals shall be calculated as follows.

COMPARISON and EVALUATION of PRICES:

The prices to be quoted by the Offerors shall be evaluated in the following table and the 'LTA TOTAL' to be quoted by the successful Offeror shall be the total price of the LTA to be signed:

Year	Number of Months	Monthly Total Amount (BD)	Yearly Total Amount (BD)
2010	To be determined as of contract signature date		
2011	12		
2012	12		
2013	To be determined as of contract signature date		
LTA Total (BD)			