



CONTRACT NO _____
BETWEEN
UNDP
AND

FOR THE PROVISION OF SECURITY SERVICES FOR
THE UNDP IN _____

This Contract is made between UNDP, an international inter-governmental organization, having its headquarters in New York, N.Y. 10017, USA, and _____, a _____ corporation, having its corporate headquarters in _____ (the "Contractor"). UNDP and the Contractor are hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, UNDP wishes to engage the Contractor to provide security services for the UNDP Offices/Warehouses/Residences in _____ ;

WHEREAS, the Contractor represents that it is qualified, willing and able to perform such work and services on the terms and conditions set forth in this Contract;

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, the Parties agree as follows:

Section 1
TERM OF CONTRACT

This Contract shall be in force for a period of [twelve months] commencing on _____. It shall remain in full force and effect until _____, unless terminated earlier in accordance with Section 7 below. UNDP may, at its option, decide to extend the term of this Contract for subsequent periods of up to _____. In such case, UNDP shall provide the Contractor with at least thirty (30) days written notice of its intent to exercise this option.



Section 2

SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide security services and protection to the personnel and premises of the UNDP located at, as follows:

- (a) A security force of [eight (8) guards] shall patrol the _____ and _____.
- (b) The guards shall be properly trained and licensed, in accordance with local law, to perform security services, including but not limited to, the carrying of firearms.
- (c) The guards shall be uniformed and wear appropriate identification badges. The names of the guards shall be given to UNDP for verification purposes well in advance of assignment to perform services under this Contract.
- (d) The guards shall have the following shifts: [four (4) guards at _____ from 0600 hrs. to 1800 hrs. and four (4) guards at _____ from 1800 hrs. to 0600 hrs.]
- (e) For the performance of the security services herein, the guards may be given keys to the [offices/main and rear entrance gates at UNDP Offices/ Warehouse /Residences]. In such case, the Contractor shall issue a written receipt to the guards indicating that the keys have been handed over.
- (f) In the event that patrol cars or other vehicles are required for the performance of security services under this Contract, the Contractor shall provide and maintain such vehicles. At the request of the Contractor, UNDP will provide radio communication equipment for each vehicle. UNDP agrees to maintain and repair the equipment as necessary.
- (g) The Contractor shall communicate with its security guards on duty during the day shift by _____ and during the night shift by _____.
- (h) In the event of an emergency, the Contractor shall contact UNDP.



Section 3 CONTRACTOR'S PERSONNEL

3.1 The Contractor shall be fully responsible for all work and services performed by its security guards, and shall for this purpose employ qualified, competent and well-trained guards to perform the services under the Contract.

3.2 The Contractor shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct. UNDP may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or services under this Contract. The Contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by UNDP for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Contract.

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

3.4 The Contractor shall provide, at its own cost and expense, upon the signature of this Contract, a fidelity bond for each of the [eight (8) guards] performing services under this Contract, in the form attached hereto as Annex 1. Each bond shall be valued at US\$____ per employee, and shall be held by such surety or sureties as shall be approved by UNDP.

Section 4 PAYMENT FOR CONTRACTOR'S SERVICES

4.1 For performance of the services herein, UNDP shall pay the Contractor, [in local currency, the equivalent of US\$____ per month, which sum includes US\$____ per guard, or US\$____ per day for each guard for periods less than a month].

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



Section 5

INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

Section 6

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 sub-contractors in the performance of this Contract. This indemnification shall also extend to claims and liability in the nature of workmen's compensation claims.

Section 7

SERVICE OF NOTICES

Any notice required or permitted to be given or made under this Contract shall be in writing and in the English language. Such notice shall be deemed to be duly given or made when it shall have been delivered by hand, mail, facsimile, telex or cable to the party to which it is required to be given or made at such party's address specified below, or at such other address as the party shall have specified in writing to the party giving such notice or making such request.

For UNDP

For the Contractor



Section 8 LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor *vis-a-vis* UNDP. The Contractor's personnel and subcontractors shall not be considered in any respect as being the employees or agents of UNDP.

Section 9 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 and shall fulfill its commitments with the fullest regard to the interests of UNDP.

Section 10 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.

Section 11 SUBCONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all subcontractors. The approval of UNDP of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any subcontract shall be subject to and conform with the provisions of this Contract.

Section 12 OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP 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.



Section 13

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.

Section 14

AUTHORITY TO MODIFY

No modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and the authorized UNDP representative.

Section 15

USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP. Also, the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise.

Section 16

TERMINATION

Either party may terminate this Contract with thirty (30) days prior written notice to the other party.

Section 17

SETTLEMENT OF DISPUTES

In the case of any dispute, controversy or claim arising out of, or in connection with, the validity, interpretation or implementation of this Contract, the Parties agree to promptly start consultations with a view to reaching settlement. If the matter cannot be settled within thirty (30) days after receipt by one party of the other party's written request for such consultations, either party may refer the matter to formal conciliation in accordance with the UNCITRAL Conciliation Rules then obtaining. If the matter remains unresolved within forty-five (45) days after one party has referred the matter to such conciliation, either party may submit the matter to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The Parties agree to be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.



Section 18
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 UNDP.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have affixed their signatures below:

For UNDP:

For _____:

Name:
Title:
Date:

Name:
Title:
Date:



ANNEX 1

FORM OF FIDELITY BOND

Know all persons by these presents, that we, [security company], a company incorporated in and under the laws of _____, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in _____ (hereinafter "Surety") are held and firmly bound unto UNDP, [a subsidiary body of the United Nations], an international intergovernmental organization with its Headquarters in New York, New York, USA, in the sum of _____ (USD), to be paid to UNDP, for which payment, well and truly to be made, _____ and the Surety do bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 200____.

Whereas, [security company] has entered into a written contract with UNDP dated the _____ day of _____, 200____, for the provision of security services for UNDP personnel and premises in _____, said Contract being by reference made part hereof and hereinafter referred to as the "Contract".

Whereas, _____, employee of [security company], by contract of employment, bearing even date with this obligation, has been assigned by [security company] from _____ for a term of one year, unless terminated earlier in accordance with the Contract, to provide security services for UNDP, in accordance with the Contract.

Now, the condition of this obligation is such that, if the said employee shall well and truly perform the services required under the Contract for the term of one year; and if the said employee shall not, during the said term, detain, convert, waste, embezzle, make away, or lend any goods and chattels of the said UNDP, but shall honestly perform the services under the Contract, as a licensed and trained security guard ought to do, during the said term, then this obligation is to be void; otherwise, to remain in full force.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than UNDP named herein.

This Bond shall be enforceable without the need to have recourse to any of the dispute resolution procedures set forth in the Contract.



Nothing herein or related hereto shall be deemed a waiver, express or implied, of the privileges or immunities of the United Nations, including UNDP.

Signed on _____
On behalf of _____
by _____
in the capacity of _____
in the presence of _____

Signed on _____
On behalf of _____
by _____
in the capacity of _____
in the presence of _____