REQUEST FOR PROPOSAL – RFP
Services

Ref: Security Services for UNESCO Cairo Office
REF: 171/2018
(Please quote this UNESCO reference in all correspondence)

Date 28 October 2018

Dear Sir/Madam,

You are invited to submit an offer for Security Services for UNESCO Cairo Office in 6th of October City in accordance with the present solicitation document.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

Annex I	Instructions to Offerors
Annex II	General Conditions of Contract
Annex III	Terms of Reference (TOR)
Annex IV	Proposal Submission Form
Annex V	Price Schedule Form
Annex VI	Vendor Information Form

Your offer comprising of technical proposal and financial proposal, should reach the following e-mail address **no later than 11 November 2018**: m.el-rouby@unesco.org

OR

UNESCO Cairo Office
Northern Expansions, 6th of October, Giza, Egypt
SEALED PROPOSAL - DO NOT OPEN
Ref: Security Services for UNESCO Cairo Office in 6th of October City
Closing Date and Time: **11 November 2018** at 24h00 Cairo Time

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact Mai ElRouby, Administrative Assistant – AO Unit, UNESCO Cairo Office

For and on behalf of UNESCO

Dr. Ghaith Fariz
Director, UNESCO Cairo Office

ANNEX I – Instructions to Offerors

These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.

A. INTRODUCTION

1. General

The purpose of this Request for Proposal (RFP) is to invite Sealed Proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

2. Eligible bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services, and have a valid registration in the country, or through an authorized representative.

Bidders are ineligible if at the time of submission of the offer:

(a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (http://www.ungm.org) due to fraudulent activities.
(b) The name of the bidder appears on the 1267 terrorists list, issued by resolution 1267 of the UN Security Council which establishes a list of sanctions covering individuals and entities associated with Al-Qaida or the Taliban.
(c)The bidder is excluded by the World Bank Group.

3. Fraud and corruption

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as “fraud and corruption”:

- “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- “Fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.

- "Unethical practice" means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the United Nations Supplier Code of Conduct

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Supplier Protest

Suppliers perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluations, or award of a contract, may complain to the relevant UNESCO Contracting Unit (i.e. Sector/ Bureau/Institute/Field Office) indicated in the solicitation documents.
Should the protestor be unsatisfied with the reply received, the protestor may escalate the complaint to the Chief Financial Officer (CFO) in the **Bureau of Financial Management** at BFM.DIR@unesco.org. The CFO may seek all necessary clarifications from responsible UNESCO officers and from the Legal Office.
If the protest involves allegations of misconduct by UNESCO personnel or corrupt or fraudulent practices, the protest shall be forwarded directly to the Office of Internal Oversight. Please refer to how-to-report-fraud-corruption-or-abuse.

4. Cost of Proposal

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

B. SOLICITATION DOCUMENTS

5. Contents of Sollicitation 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.

6. Clarification of Solicitation Documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation's mailing address or fax or email number indicated in the RFP. UNESCO 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) may be sent to all prospective Offerors that have received the Solicitation Documents.

7. Amendments of Solicitation Documents

At any time prior to the deadline for submission of Proposals, UNESCO 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, UNESCO may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, (financial strength) and the required capacity to perform the services satisfactorily.

8. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in [English and Arabic]. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

9. 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 10 &11;

10. Proposal Form - Presentation of the technical proposal

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

10.1. Description of the firm/institution and its qualifications

(a) Management Structure
This Section should provide corporate orientation to include company's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

The firm/institution should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

Offeror to provide supporting information as to firm's reliability, financial and managerial capacity to perform the services.

(b) Resource Plan
This Section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Offeror's current capabilities/facilities and any plans for their expansion.

10.2. Proposed Approach, Methodology, Timing and Outputs

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point by point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

10.3. Proposed Personnel

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

The 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 Schedule.

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

11. Price Proposal

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

12. Proposal currencies

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in [Egyptian Pounds].

13. Period of validity of proposals

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

14. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorised. 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 initialled by the person or persons signing the Proposal.

15. Payment

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided.

D. SUBMISSION OF PROPOSALS

16. Sealing and marking of proposals

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

The inner and outer envelopes shall:
(a) Be addressed to UNESCO at the address given in the cover page of these Solicitation documents; and make reference to the "subject" indicated, and a statement: "PROPOSAL FOR SERVICES - DO NOT OPEN", to be completed with the time and the date specified pursuant to clause 17 of Instructions to Bidders.

(b) Both inner envelopes shall indicate the name and address of the Offeror.
The first inner envelope shall be marked ***Technical Proposal*** and contain the information specified in Clause 10 above, with the copies duly marked "Original" and "Copy".
The second inner envelope shall be marked ***Financial Proposal*** include the ***Price Proposal*** duly identified as such.

Note: If the inner envelopes are not sealed and marked as per the instructions in this clause, UNESCO will not assume responsibility for the Proposal's misplacement or premature opening.

17. Deadline for submission of proposals

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO 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*.

18. Late Proposals

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

19. 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 UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

E. OPENING ANDEVALUATION OF PROPOSALS

20. Opening of proposals

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

21. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNESCO 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.

22. Preliminary examination

UNESCO 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.

Prior to the detailed evaluation, UNESCO 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 deviations. The 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 UNESCO.

23. Evaluation and comparison of proposals

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

HIGHEST TOTAL SCORE OF WEIGHTED TEHCHNICAL AND FINANCIAL CRITERIA

The price proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. ***The contract will be awarded to the offeror that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.***

Technical Proposal Evaluation Form

Sample: Summary of Technical Proposal Evaluation Forms		**Points Obtainable**	**Name of Firm / Institution**		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	200			
2.	Proposed Work Plan and Approach	100			
3.	Personnel	400			
	Sub-total for Technical Evaluation	**700**			

Financial Proposal Evaluation Form

Sample: Summary of Financial Proposal		**Points Obtainable**	**Name of Firm / Institution**		
			A	B	C
	Financial Proposal	300			
	Sub-total for Financial Evaluation	**300**			

Evaluation of the price proposals (of all Offerors who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: [Amount of points = lowest price/other price * total points obtainable for financial proposal]

  An example:
- Offeror A – lowest price ranked as 1st in the amount of USD 10,000 = a
- Offeror B – second lowest price ranked as 2nd in the amount of USD 15,000 = b
  Points assigned to A = 300 & Points assigned to B = 200 (following formula: a/b * 300 i.e. 10,000/15,000 * 300 = 200 points)

Option 2: Combined Technical and Financial Evaluation Form

Sample: Summary of Financial Proposal Evaluation Forms		**Points Obtainable**	**Name of Firm / Institution**			
			A	B	C	D
	Sub-total Technical Proposal	700				
	Sub-total Financial Proposal	300				
	Total 1000					

F. AWARD OF CONTRACT

24. Award criteria, award of contract

UNESCO 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 such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract 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.

25. Purchaser's right to vary requirements at time of award and to negotiate

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.
UNESCO reserves the right to carry out negotiations.

ANNEX II – General Terms and Conditions for Professional Services

1. LEGAL STATUS
The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNESCO. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNESCO.

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

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 UNESCO.

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 UNESCO for all sub-contractors. The approval of UNESCO 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 UNESCO 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, UNESCO, its officials, agents, 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
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. 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. 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, 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 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. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;
8.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO;
8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage8.4 The Contractor shall, upon request, provide UNESCO 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 UNESCO 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 UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, 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 UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS
UNESCO 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 UNESCO'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 UNESCO in compliance with the requirements of the applicable law

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN
The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNESCO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION
Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; 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
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. 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 UNESCO, 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 UNESCO 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, UNESCO 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. 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, UNESCO 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

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. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO 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. 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, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO 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.

17. 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 UNESCO.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that UNESCO, 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 UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

20. 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

21. 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. 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 UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

23. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

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.

UNESCO 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 UNESCO property in its custody.

24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO 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 UNESCO 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:

https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list.

This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

ANNEX III – Terms of Reference (TOR)

Requested services aim at providing Security services to UNESCO Cairo Office, 6th of October, Egypt and as illustrated below:

A. Scope of Work:

(a) The contractor shall provide 8 security guards and 2 security-guard supervisors to UNESCO Cairo Office.

(b) Security services shall be performed on 7 days per week 24-hour basis. Security Guards shall have the following shifts:

- Shift 1: Four (4) Guards from 08:00 AM to 08:00 PM and one (1) Supervisor.
- Shift 2: – Four(4) Guards from 08:00 PM to 08:00 AMand one (1) Supervisor.

(c) It is expected that at least one of the security guards in the day shift speak English and also serve as a receptionist thus being able to properly transfer calls and register visitors.

(d) The provided guards should have demonstrable experience in police or military.

(e) Guards should have a clean criminal record.

(f) The guards shall be properly trained and licensed, in accordance with local law and the UN standard operating procedures to perform security services.

(g) The guards shall be decently and cleanly uniformed and wear appropriate identification badges and all needed security items.

(h) The names, curriculum vitae and criminal record of the guards shall be given to UNESCO for verification and access purposes in advance of assignment to perform services under this Contract.

(i) 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.

(j) The Contractor shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct. UNESCO Cairo 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 UNESCO Cairo for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Contract. Moreover, the contractor shall not replace any of the assigned guards at UNESCO/CAIRO offices without its approval.

(k) UNESCO 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.

(l) The contractor should have all the tools that facilitate their work and contribute to the achievement of this ToR (e.g. communication means, radio devices if required). Also, the contractor should have their own cars to perform the periodic patrol during the duty and around the clock or as per UNESCO's request.

B. Detailed job description of guards:

Guards will be under the daily operational control of the UNESCO Administrative Officer.

a) The security service shall include control of entries and exits, body search and ID card check/verification of the incoming people 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.
Description of the premises and responsibilities of the security guards is as follows:
- Main Entrance Door: This is the entrance where people enter and exit and visitors are searched and ID cards checked.
- Watch and Control Duty: This is the security service including watch at the place of assignment and control duty to prevent parking of outsider's cars and placement of foreign objects at the parking area and in front of the building.
- Reception Duty: Assisting visitors upon their arrival at the building in an effective, kind and professional manner and registering their names and directing them to the relevant departments. The CCTV should be checked. Knowledge of English language is essential.

b) Security Guards shall perform their duties at the ground floor, in the front of the building, at the parking area and around the building.

c) Any and all visitors coming to the building and wishing to pay a visit shall, irrespective of their identity, be visually searched thoroughly without letting him/her notice it, as if he/she were a suspect.

d) Security Guards shall immediately get acquainted with the staff working at the building and other people shall be regarded as customers and visitors.

e) Security Guards shall check with the list of names of the staff and their car plate numbers so that they can control the entries to the building and those to the parking lot accordingly.

f) Security Guards shall not be overly familiar, and act in an informal way with the staff, customers and visitors for any reason whatsoever.

g) Entries and exits by the staff and visitors shall be recorded in the register by time.

h) The cleaning firm's personnel come to the building before/after the working hours. Each and every cleaning personnel name should be communicated to the security guards.

i) For the performance of the security services herein, the guards will be given keys (cards) to the offices/main and rear entrance gates of the building. In such case, the Contractor shall issue a written receipt to the guards indicating that the key/cards have been handed over. All the floors shall be checked every two hours after 18:00 PM and lights not in use shall be switched off and running taps shall be turned off.

j) Daily newspapers, daily deliveries, and other correspondences brought to the building should be first checked, received at the reception and shall then be distributed by the UNESCO responsible person.

k) Security Guards shall in no case allow entry into the building of such persons as salesmen, beggars, peddlers, etc.

l) 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, Administrative Officer and the Security Focal Point of the Building of the incident.

m) The Guards shall always establish coordination with, and receive work-related instructions, if any, from the Administrative Officer and the Security Focal Point of the Building and shall accommodate the instructions so given and shall inform them back of any issues that may go beyond their power.

n) Security Guards shall not allow any unauthorized parking in front of the UNESCO building.

o) Security Guards shall assure that all the security and fire-alarm equipment works properly and in case of any detection of malfunctioning should inform the Administrative Officer.

p) It is expected the possibility for quick support to UNESCO building from the security company central office on an emergency need basis.

q) In the event of an emergency, the Contractor shall contact the Administrative Officer and the Security Focal Point.

r) Security Guards should support the Administrative Officer and the Security Focal Point with a variety of other functions pertaining to the implementation of Security Plan and Security directives of UN.

s) Security guards shall be adequately trained in first aid to a required level to ensure that they can respond to a medical emergency.

t) The security company HQ shall perform security patrols to cover outside and inside the building on the day and on the night, check for any irregularities and take reasonable action.

Qualifications:

All personnel must undergo due diligence and positive vetting before being assigned to this security service.

i) Contractor Qualifications:

The contractor (service provider) should provide a proof of the following:
- Must have at least 5 years of experience in security (in the 6th of October Area).
- Must provide at least 5 references from previous/current clients.
- Must demonstrate the availability of acceptable security – training program and that the personnel offered will have received the proper security training.
- Must be able to provide relievers (backups) at short notice.
- Must be properly registered in accordance with the Egyptian laws and legislation.
- Must ensure that security personnel are given sufficient rest days.
- At least 1 day guard must be able to speak/read/write in English.

ii) Supervisor Qualifications:

The supervisor profile should fulfill the following requirements:
- Senior high school or equivalent education and training with at least 5 years of full experience in such field of work.
- Must be vetted by the Egyptian Police.
- Must not have a criminal background.
- Should preferably have military or police background.
- Must be fully knowledgeable and experienced on the procedures of using any security equipment assigned to the guards.
- Should preferably have experience in supervising security guards in a similar environment.

iii) Security Guards Qualifications:

The security guards should possess the following qualifications:
- Senior high school education or equivalent education and training with at least 3 years of full experience in such field of work.
- Must be vetted by the Egyptian Police.
- Must not have a criminal background.

- Should have military or police background.
- Must be fully knowledgeable and experienced on the procedures of using equipment for the purpose of security such as; X-Rays Machines, metal detectors... etc.

Security Services:

- The service provider shall provide security services and protection of personnel, assets, property and facilities to the UNESCO Cairo Office located in 6th of October according to the above mentioned scope of work in 2 shifts.

- The price includes salaries, insurance, transfers, uniforms and vacations cover.

- One day guard shall be able to speak/read/write in English.

- UNESCO has fully the right to terminate the contract in case of any misconduct act of the Contractor's employees, agents, servants, or subcontractors

E. Qualifications and mandatory eligibility requirements:

The evaluation of the offers is influenced by the following qualification and mandatory requirements.

The contractor (service provider) should provide a proof of the following:

- Must have at least 5 years of experience in security services
- Must provide list of top 5 clients previously/currently served
- Must be able to provide relievers (backups) at short notice
- Must be properly registered in accordance with the Egyptian laws and legislation
- Must provide financial statements of the past three years
- Must provide proof of valid Company Registration Certificate
- Complete ANNEX IV – Proposal Submission Form, ANNEX V – Price Schedule Form, ANNEX VI – Vendor Information Form

ANNEX IV – Proposal Submission Form

TO: UNESCO

To form an integral part of your technical proposal

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the Proposal Closing Date as stipulated in the Solicitation Documents, 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.

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised Signature:
Date:

ANNEX V – Price Schedule Form

GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerors.

2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 20.

3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.

4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

Financial Proposal / Price Schedule

Request for Proposal Ref:

Total Financial Proposal [currency/amount]:

Date of Submission:

Authorized Signature:

	Description of Activity/Item	**No of guards or Supervisors**	**Rate per Month [currency/ amount]**	**Total [currency/amount]**
1.	**Remuneration**			
1.1	Guards			
1.2	Guards Supervisor			
	Description of Activity/Item	**No of units**	**Cost per unit [currency/ amount]**	**Total [currency/amount]**
2.	**Other Expenses**			
2.1	Security equipment			
2.3	Others (please specify)			

Please provide below financial information of hourly rate and daily rate of guards for special events. This is for information purposes and will not be considered for evaluation.

	Description of Activity/Item	**Rate per Hour [currency/ amount]**	**Rate per Day [currency/ amount]**
1.	**Remuneration**		
1.1	1 Guard		
1.2	1 Guard Supervisor		

ANNEX VI – Vendor Information Form

General Information

Company Name:	
City, Country	
Web Site URL:	
Contact Person:	
Title:	
Phone:	
Email Address:	

Expertise of the Bidder

Line of Business, area of expertise:	
Type of business (manufacturer, distributor, etc.):	
Years of company experience:	
Main export countries/area:	
Past Contracts with other UN organizations:	

References: Please provide at least three references including contact details for contracts for similar services to the one requested under this consultancy:

Organization Name/Country:	Contact person:	Telephone:	Email:
1.			
2.			
3.			
4.			
5.			