**Annex A-UKR/RFP/2023-13**

**TERMS OF REFERENCE (ToR)**

**PROVISION OF UNARMED SECURITY GUARDS SERVICES AT UNHCR OFFICES in UKRAINE**

1. **BACKGROUND**

The information in this Terms of Reference (ToR) describes the objectives and requirements that UNHCR has in seeking an Unarmed Private Security Services (UPSS) provider for the provision of general security guard services for all UNHCR office facilities in Ukraine (currently including Kyiv, Dnipro, Lviv, Uzhhorod, Vinnytsia, Odesa, Chernivtsi, Poltava (+Kharkiv).

1. **SECURITY OPERATIONS AND FACILITIES**

 The following information describes the UNHCR facilities requiring security operations arrangements. The selected company, hereinafter referred to as the UPSS provider for purposes of this ToR, will be required to recruit, train and manage a guard force consisting of unarmed supervisory and subordinate Security personnel at all UNHCR Office facilities located in Ukraine including new office premises if any due to the expansion of the mission, relocation, change of the addresses etc.

The UPSS provider shall provide the Security personnel for the designated posts and activities described in this document. The security policies, practices, and procedures related to UNHCR personnel, facilities and properties, and other assets are contained in the General, Post, Supervisory, and Special Orders that are to be provided to the UPSS provider and updated by UNHCR Security staff as required.

Administration - The security management responsibility of the UNHCR offices is assigned to the Management/Administrative staff.

1. **REQUIRED POSITIONS AND GUARD POSTS WITH HOURS/DAYS OF SERVICE**

The UPSS provider shall provide properly qualified Security personnel based on a 24/7 basis (where necessary) for the shifts at the guard posts at UNHCR offices as follows (shifts, number and locations of guards/posts are subject to changes upon request from UNHCR):

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| 1. **UNHCR CO Kyiv - Kyiv, 75 Zhylianska str., BC Eurasia;**
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| **Post** | **Location** | **Post Type Hr/Day** | **No. of post** | **No. of days per week** |
| 1 | Entrance of the UNHCR office 2nd floor  | 07:00-21:00 | 1 | 7 |
| 2 | Entrance of the UNHCR office 3rd floor  | 07:00-21:00 | 2 | 7 |
| 3 | Entrance of the UNHCR office 5th floor  | 07:00-21:00 | 1 | 7 |

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| **Physical description of facilities and Security concerns** |
| The office is located on the second, third, and fifth floors of a business center “BC Eurasia” – 13 floors multistory building, situated along Zhylianska Street. The BC could be accessed from Zhylianska Street through the main entrances (there are 2 wings in the building with separate entrances). The entrance to the underground parking is also accessible from Zhylianska Street only. The compound’s pedestrian entrances are controlled by business center Security guards, while the UNHCR Office premises are controlled by UNHCR-contracted Security guards available on each floor, where UNHCR staff is located. The vehicle entrance to the underground parking is equipped with an access control system, CCTV (operated by BC Security guards), automatic barrier, and gate. The UNHCR office premises are equipped with CCTV, fire safety alarm, SRF on all glazed structures, and shelter (underground parking is used as a shelter).  |

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| 1. **UNHCR FO Lviv – Lviv, 15 Paliia str.**
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| **Post** | **Location** | **Post Type Hr/Day** | **No. of post** | **No. of days per week** |
| 1 | Entrance/reception of the UNHCR office  | 07:00-21:00 | 2 | 7 |
| 2 | Entrance/reception of the UNHCR office  | 21:00-07:00 | 1 | 7 |
|   |   |   |   |   |
| **Physical description of facilities and Security concerns** |
| UNHCR Lviv Field Office (FO) is located on one of the main streets of the city. UNHCR occupies the basement, ground, and first floors of a multi-store building that was previously used as a bank branch. The windows of the ground floor are armored, remaining from the bank branch era. There is a fire detection and alarm system in place. The building has a power supply from two different vendors to have a backup in place of a power outage. There is a 24/7 private Security guard team presence stationed at the facility in question (2 guards for the day shift and 1 guard for the night/weekend shift). The CCTV system is functional and has internal and external coverage with a DVR capacity of 30 days. The premises has a proper bunker which had been used as a ‘safe’ by the bank which was the tenant of the premises in the past. An emergency exit is available on the north elevator of the building and opens up to Paliia Street. SRF is applied to all glazing at the premises.  |

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| 1. **UNHCR SO Dnipro 17, Lamana str.**
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| **Post** | **Location** | **Post Type Hr/Day** | **No. of post** | **No. of days per week** |
| 1 | Entrance of the UNHCR office 4th floor | 07:00-21:00 | 2 | 7 |
| 2 | Entrance of the UNHCR office 3rd floor  | 07:00-21:00 | 1 | 7 |
| **Physical description of facilities and Security concerns** |
| UNHCR SO Dnipro occupies 3rd and 4th floors of a five-story mixed-use medical/commercial building g, located in a mixed residential/commercial area of the Sobornyi district of Dnipro. The building has good road access within 100m of the Dnipro River (right bank). There is a fire detection and alarm system in place. The building has a power supply from two different vendors to have a backup in place of a power outage. The SO Dnipro has installed a diesel generator and in case there is a blackout Sub-Office can work if diesel is available in Dnipro City. No Security guards or CCTV are currently operating in the office. |

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| 1. **UNHCR SO Vinnytsia: 26, Malinovskoho str.**
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| **Post** | **Location** | **Post Type Hr/Day** | **No. of post** | **No. of days per week** |
| 1 | Entrance of the UNHCR office on 1st floor | 24/7 | 2 | 7 |
| *Note:2 guards are needed 24/7 as UN occupies 3 floors, there are big amount of UN assets (more than 20 UN vehicles at the parking etc.), Building has two (2) entrances.* |
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| **Physical description of facilities and Security concerns** |  |
| UNHCR SO Vinnytsia is located at Malinovskoho 26 Street, Vinnytsia. The building is stand-alone with four floors. The ground floor is used as a bomb shelter. UNHCR occupies the first and second floors and UNFPA, OCHA, WHO, and UNDSS on the third floor. The office is in a private residential area, away from critical infrastructure. There are two entrances to the UNHCR premises. The first entrance is a pedestrian gate with magnetic card access control. The second entrance is for UNHCR and staff private vehicles only. The second entrance has an automatic gate and automatic barrier. Both entrances are from Malinovskoho Street. The building has two main entrances which are leading to the Security reception. The building has four more emergency exits on the first and ground floors. All exits have magnetic access control card readers. CCTV covers all external and internal exist as well as the parking lot, generator area, and corridors. The perimeter and all external exits, and the parking lot have additional lighting. The perimeter fence behind the building is reinforced with razor wire. All external and internal windows and glass doors are reinforced by SRF. There is also a centralized automatic fire alarm system. Two diesel generators are available in case of power cuts. The Security reception operates CCTV surveillance consisting of 31 external and internal cameras. There is also a logbook for non-UN visitors.  |  |

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| 1. **UNHCR FU Uzhhorod: 5, Lva Tolstoho str.**
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| **Post** | **Location** | **Post Type Hr/Day** | **No. of post** | **No. of days per week** |
| 1 | Entrance of the UNHCR office  | 07:00-21:00 | 2 | 5 (Mon-Fri) |
| 2 | Entrance of the UNHCR office  | 24/7 | 1 | 2 (Sat-Sun) |
| 3 | Entrance of the UNHCR office  | 21:00-07:00 | 1 | 5 (Mon-Fri) |

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| **Physical description of facilities and Security concerns** |
| The UNHCR Uzhhorod Field Office (FO) is located on the main street of the city of Uzhhorod. Uzhhorod FO occupies the third floor of a five-storey building. There is a fire detection and alarm system in place. The Uzhhorod FO has installed a diesel generator (10 kW) capacity and in case blackout Office can work if Diesel is available in Uzhhorod City. There is a 24/7 private Security guard team (Yavir-2000) presence stationed at the office (2 guards for the day shift and 1 guard for the night/weekend shift). The CCTV system is functional and has internal and external coverage with a DVR capacity for 30 days. The premises have no bunker, the closest is available 300 meters away in the theatre. An emergency exit is available. The SRF is installed on all glass surfaces.  |

***Note: each employee must work no more than the number of hours established by Ukrainian legislation.***

1. **UPSS PROVIDER RESPONSIBILITIES**

 The UPSS provider shall provide and install all the necessary personnel, supplies, equipment (including but not limited to CCTV, access control, and if applicable – fire safety equipment), and accessories needed to perform the services required in this contract. The UPSS provider must provide services on periodical maintenance of the installed equipment. The UPSS provider must comply with all applicable requirements established by the Government of Ukraine. The UPSS provider shall comply with and enforce all orders, policies, and/or procedures issued by the UNHCR.

* 1. **The UPSS provider should provide UNHCR with the following information:**
1. History in the Security industry and relevant references (work for Embassies or International Organizations would be an asset).
2. Ability to replace/deploy staff (male or/and female) at short notice (within 48 hours) upon the request from UNHCR Security professional or Senior management.
3. Documented evidence of the minimum take-home salary in the amount of 15,000 UAH for Kyiv guards, 14,000 UAH for Lviv and Uzhhorod, and 12.000 UAH for other cities per month after deduction of taxes and contributions (for the standard 40-hours week) per each Security guard or its correspondent proportional amount if the staff is engaged in less than 40-hours working week schedule.
4. Registration by Ukrainian legislation and valid job licenses.
5. Details of employment benefits provided to their employees and time for rest.
6. A plan to ensure successful management of the contract.
7. Demonstration of the capability to manage their personnel on the ground.
8. An adequate Security-training program and proof for the provision of proper Security training of staff.

**4.2. The UPSS provider shall furnish the Security services, by industry standards, including but not limited to:**

1. Where it is necessary - installation, integration, and maintenance of the CCTV, access control, and if applicable – fire safety equipment/systems. Ensuring that necessary instructions and training are provided to the staff/guards operating this equipment and systems;
2. Performing a periodical assessment of the current building and staff Security arrangements and providing recommendations for improvements to the UNHCR Security Officers and Administration;
3. Providing a Quick/Rapid Response Team able to respond to the activation of the linked panic/alarm system, or telephone call from the post or call for emergencies 24-hours, 7 days per week (or during the service time determined by the contract agreement) or provide arrangements for a direct response of the National police;
4. Providing access control to all UNHCR leased facilities and properties by visual inspection of UNHCR/UNDSS issued ID cards and other approved identification documents (UNLP);
5. Performing luggage, handbag, and suitcase searches and inspections manually or using a hand-held metal detector;
6. Providing information and assistance to all UNHCR visitors, guests, and employees;
7. Responding to events such as Security alerts, probable criminal acts, civil demonstrations, and altercations occurring on UNHCR property;
8. Respond to life-threatening situations such as medical alerts, fire alarms, fire incidents, suspected or actual crimes, and other related situations occurring at UNHCR premises. This shall include: assuring that all the appropriate alarms are sounded and UNHCR personnel and workers are alerted in the event of an emergency; depending on the type of incident – contacting, informing, and coordinating communication with the State Emergency Service of Ukraine (SESU), National Police/National Guard of Ukraine, Ambulance, Gas services, and other emergency response elements/entities in the event of an emergency; assisting in evacuating all occupants from buildings and other properties;
9. Providing for checks and/or patrols to monitor Security, safety, and building systems. While patrolling the compound and perimeter of the compound, the guard should check for breaks in Security (e.g., the perimeter, windows, doors, etc.);
10. Performing package and other security-related inspections, as directed;
11. Directing and controlling vehicular (where applicable) and pedestrian traffic, as directed;
12. Receiving, issuing, and accounting for keys and locks issued to the UNHCR facility, offices, gates, and other controlled or restricted areas requiring key access;
13. Monitoring the CCTV, recorders, intrusion alarms, fire alarms, air raid notifications/alarms, and other Security or safety equipment owned or controlled by the UNHCR;
14. Observing building occupants and reporting instances of non-compliance with Security procedures to the UNHCR Security Officer or Administration;
15. Detecting and preventing, as authorized under law, persons attempting to gain unlawful entry to UNHCR premises with the minimum force necessary;
16. Reporting unsafe conditions that require immediate corrective action by the building maintenance, landlord, or other personnel;
17. Summoning medical assistance (i.e., calling medical responders like ambulance services) for persons who are ill or injured at the UNHCR premises;
18. Preparing and maintaining incident reports for events identified in General, Post, Supervisory, and Special Orders. Incident reports will be submitted by the UPSS provider to the UNHCR Security Officer or Administration within 24 hours following the initial incident report over the telephone to the UNHCR Security Officer;
19. Maintaining a 24-hour, 7 days a-week duty log of all Security-related activities, violations, or events;
20. Conducting preliminary and follow-up investigations on incidents and/or complaints as directed by the UNHCR Security Officer or Administration;
21. Ensuring that all reports and other documents, e.g., incident reports and logs, are written clearly, legibly, and accurately;
22. Conducting after-hours Security inspections for building Security, fire, and safety purposes;
23. Providing Security personnel at fixed posts with fully trained and qualified replacement personnel (breakers) to allow for comfort, personal needs, stress, meals, or other situations requiring absences from posts;
24. Assuring that General, Post, Supervisory, and Special Orders and other documentation are maintained in good condition and kept updated as required;
25. Ensuring compliance with local labor laws to ensure that no individual guard works more than the maximum allowable time in a twenty-four-hour period and no more than the maximum allowable days without a break.
26. Ensure that guards are provided rest and meal breaks by local regulations and per agreement with the UNHCR Security Officer and Administration;
27. Performing other duties as may be specified in this contract.
28. **UPSS PROVIDER PERSONNEL SPECIFIC RESPONSIBILITIES AND QUALIFICATIONS**
	1. **UPSS PROVIDER PERSONNEL GENERAL QUALIFICATIONS**

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

1. Pass a criminal background record check;
2. Be able to effectively understand and carry out written rules, orders, and instructions;
3. Be able to effectively communicate with UNHCR employees and guests;
4. Be able to compose precise, short paragraphs for written reports that are required under this contract;
5. Possess or be eligible to obtain a valid driver’s license for operating motor vehicles, as may be required in the performance of this contract;
6. Possess the physical and psychological stamina for prolonged walking, standing, sitting, and stooping;
7. Be aware of the fact that guards may have to confront or challenge violent or potentially violent persons;
8. Be at least 21 years of age and in apparent good health;
9. Be able to relate and interact effectively and properly with members of the public;
10. Be of good reputation and character; and
11. Be trained before deployment up to the basic level as a minimum outlined in the training requirements section of this ToR.

**5.2 UPSS Provider’s Representative (not located at the UNHCR facility) – responsibilities:**

1. Reports to the UNHCR Security, Admin, and Supply Officer;
2. Manages the duties of the Security guards ensuring that all guards conduct their duties competently
3. Manages the duty roster and schedules ensuring that the required number of personnel reports for duty each shift.
4. Coordinates the administration of the contract from the UPSS provider’s side and serves as the principle contact person for the contract;
5. Attends performance meetings and contract review meetings with UNHCR organization’s Security, Administration, and Supply Officer to evaluate the overall performance of the UPSS provider and address any security issues; and/or
6. Recommends improvements in the performance and conduct of Security services at the UNHCR facility. Maintains accessibility for UNHCR 24 hours per day, 7 days a week, 365 days a year to address any issues, situations, or problems that may occur.

**5.3 UPSS Provider’s Representative (not located at the UNHCR facility) - qualifications:**

1. Minimum education requirement: the equivalent of a high school diploma;
2. Minimum 5 years of police, Security, or military experience;
3. Excellent oral and written communications skills;
4. Minimum of 3 years of experience in supervisory/managerial positions; and
5. Minimum of 3 years of experience in dealing/liaising with international and government organizations.

**5.4 Unarmed Guards – responsibilities:**

1. Provide access control by inspection of building passes or other approved identification issued by UNHCR;
2. Provide information and assistance to personnel and all visitors;
3. Respond to and alert bystanders of events, such as Security alerts, criminal acts, civil demonstrations, and suspicious activity;
4. Monitor and conduct after-hours inspections of internal Security and fire/life safety and building environmental systems;
5. Perform package and other Security-related inspections;
6. Report instances of non-compliance with Security procedures and unsafe conditions to the Security Supervisor / Shift Supervisor;
7. Provide additional guard coverage during special events;
8. Perform Security escort duties for persons if directed by the Security focal point; and/or
9. Perform other duties as may be specified in the contract.

**5.5 Unarmed Guards – qualifications**

1. Minimum of 2 years of experience in the same field of work with a reputable international organization; and
2. Trained at a minimum to have/show proficiency/knowledge in public relations, self-defense, use of minimum force, radio communication, access control, searching techniques, basic firefighting, and basic occupational safety.
3. **PRICING STRUCTURE**
4. The service provider will ensure that his employees are getting their full take home salary for guards and supervisors.
5. The Company ensures to provide documented evidence of the minimum take-home salary in the amount of 15,000 UAH for Kyiv guards, 14,000 UAH for Lviv and Uzhhorod, and 12,000 UAH for other cities per month after deduction of taxes and contributions.
6. Bidders must ensure that they adhere to the Labor Laws and Ukrainian legislation formulating their shift structure and determining the hours each person is to work per 24- hour period. For the standard 40-hours week) per each Security guard or its correspondent proportional amount if the staff is engaged in less than 40-hours working week schedule.
7. Registration by Ukrainian legislation and valid job licenses.
8. Details of employment benefits provided to their employees and time for rest.
9. The company ensures the other employee rights regarding sick, annual leaves.
10. The service provider will ensure immediate replacement of staff on annual or sick leave. The service provider must also be responsible for the payment for all entitlements due to the replaced staff or the relief.
11. The service provider shall comply with the local labor laws, ordinances, rules and regulations bearing upon the performance of its obligations, and he should be responsible for payment into the social security plan and medical insurance plan for its staff and provide proof of payments if requested by UNHCR.
12. The service provider is solely responsible for all taxations or other assessments on any income derived from UNHCR. UNHCR will not make any withholding from salary for purposes of income tax. UNHCR is exempt from any liabilities regarding taxation and will not reimburse any amount to the service provider.
13. The service provider must adhere to the national policy on the employee working hours, holidays, annual leave and sick leave entitlements.
14. **AD HOC, EMERGENCY AND OTHER SERVICES REQUIREMENTS**

**Ad Hoc Requirements**: The UPSS provider shall have the capability to provide additional guard coverage during special events and emergencies to protect UNHCR organization facilities, employees, property, and guests, as requested by the UNHCR Security, Admin, or Supply officer.

**Quick/Emergency Response Team**: The UPSS provider shall have the capability to provide a Quick/Rapid Response Team to respond to the activation of the linked panic/alarm system or call for emergency 24 hours per day, 7 days per week. The role of the response team will be limited to liaison presence, conducting preliminary observations, securing the site, and communicating the needs to the police and/or other emergency services when they arrive.

1. **PRE-EMPLOYMENT SCREENING**

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

* 1. A check of criminal files, as authorized by local law, at locations where the applicant has lived and worked;
	2. An employment check going back five years; and
	3. A check of at least three personal references.
	4. The UPSS provider must maintain, at a minimum, the following documents in the personnel record of each employee assigned to work at the UNSMS organization facility:
	5. Individual performance record;
	6. Work application and supplemental data (copy of national identity card or other legal form of identification);
	7. Background investigation information;
	8. Individual training records;
	9. Photograph.
1. **PROFESSIONAL CONDUCT**

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

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

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

* 1. Knowingly and/or willfully violating General, Post, Supervisory or Special Orders;
	2. Failing to demonstrate courtesy and good manners toward UNHCR employees, visitors, guests, or the general public. (Not displaying a respectful and helpful attitude in all endeavors will be cause for removal from a post. Continued complaints shall be cause for removal from the contract.);
	3. Unauthorized use of UNHCR property, including telephones, communications equipment, Security equipment, or vehicles. The UPSS provider shall reimburse the UNHCR for any loss, abuse, or misuse of such property;
	4. Leaving disturbing papers on desks and opening desk drawers or cabinets for any reason other than a real Security reason;
	5. Falsifying, unlawfully concealing, removing, mutilating, or destroying any official documents or records;
	6. Concealing material facts by willful omission from official documents or records;
	7. Disclosing UNHCR proprietary information or making any unauthorized news or press releases regarding UNHCR personnel or operations;
	8. Disclosing duty assignment(s), particularly manpower, Security precautions, or procedures, except to persons authorized to have such knowledge or as approved by UNHCR Security, Admin, or Supply officer;
	9. Neglecting duties by sleeping while on duty, failing to devote full time and attention to assigned duties, and unreasonably delaying or failing to carry out assigned tasks.
	10. Conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of UNHCR Security arrangements;
	11. Willfully violating UNHCR Security procedures or policies;
	12. Abandoning post before proper relief;
	13. Displaying disorderly or immoral conduct, e.g., using abusive or offensive language, quarreling, intimidating by words or actions, fighting or otherwise participating in disruptive activities;
	14. Gambling or unlawfully wagering or promoting gambling in any UNHCR building;
	15. Carrying a firearm, pepper spray, or any other weapon on their person, without the explicit approval of UNHCR Security, Admin, or Supply officer, while on UNHCR property, even though such carriage may be legal in the jurisdiction where assigned;
	16. Using UNHCR-issued identification improperly;
	17. Knowingly giving false or misleading statements or concealing material facts in connection with reports or records relating to investigative proceedings;
	18. Knowingly making a false statement(s) about other contract employees, UNHCR employees, or the general public;
	19. Involvement in any form of discrimination or sexual harassment of other contract employees, UNHCR employees, visitors, or members of the public while on UNHCR premises;
	20. Failing or delaying (without justifiable cause) to carry out a proper order of a supervisor or other official having authority to give such orders;
	21. Eating, smoking, or drinking while on post, or taking breaks in any location except those designated as authorized break areas;
	22. Using or selling intoxicants, illicit drugs, or controlled substances while on duty or consuming alcoholic beverages eight hours before entering duty. An employee who has reason to believe that the person reporting as relief is intoxicated, under the influence of intoxicating drugs, or of impaired effectiveness from having used intoxicating drugs, shall decline to be relieved and shall immediately notify the UNHCR and the UPSS provider. Accepting relief by an individual known or suspected to be under the influence of alcohol or drugs shall require the UPSS provider to suspend and/or remove both employees from the contract;
	23. Vandalizing or intentionally damaging the UNHCR property through direct action or negligence;
	24. Failure to cooperate with UNHCR or UPSS provider authorized investigation.
	25. Excessive absenteeism or tardiness; or
	26. Soliciting or collecting monetary contributions during work time.
1. **UNIFORMS**

All UPSS personnel assigned as Security guards to UNHCR buildings shall wear properly fitted and clean uniforms when on duty. The UPSS provider shall ensure the Security guards possess a sufficient number of uniforms at no extra cost to result in a professional appearance and seasonal changes. In this respect, guards will be properly fitted with uniform outerwear to ensure adequate protection from rain and cold weather.

1. **TRAINING**

The UPSS provider shall provide initial training and orientation to all Security personnel before their assignment to any UNHCR building at no extra cost.

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

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

The UPSS provider shall provide initial and periodic in-service training for Security personnel to be agreed upon between the UNHCR Security and the UPSS provider. The content and duration of such training shall also be determined between the parties. The UPSS provider will record and document all training. The UNHCR Security shall be permitted to review all training records about this contract. The training period cannot be less than two days a year per employee. The UPSS provider shall include initial and recurring training and familiarization for the subjects listed below for all personnel assigned to this contract. Training should be consistent with the procedures to be used at the specific facility/location.

* 1. Access control policies and procedures, e.g., the building pass system, visitor control procedures, escort procedures, employee ingress/egress, after-hours access, and vehicle access;
	2. Identity checks – what constitutes valid identity, spotting false identity cards, etc.;
	3. Basic search techniques – including those for pedestrians, vehicles, and packages;
	4. Conduct perimeter patrols;
	5. Actions to take when approaching a suspicious person(s);
	6. Actions to take when there is a belligerent visitor;
	7. Emergency response and evacuation procedures;
	8. Routine and emergency communications procedures;
	9. Police and fire liaison;
	10. Cardiopulmonary Resuscitation (CPR);
	11. Basic first aid instruction;
	12. Civil and criminal liability issues;
	13. Use of force and limitations, including citizens’ apprehension authorities;
	14. Legal authorities and limitations;
	15. Professional behavior and public relations;
	16. Communication, e.g., verbal, written, and telephonic;
	17. Radio protocol, procedures, and discipline;
	18. General, Post and Special Orders and other directives;
	19. Handling of bomb threats and building evacuation procedures;
	20. Safeguarding proprietary information;
	21. Found property procedures;
	22. Basic report writing;
	23. Observation techniques, to include basic counter-hostile surveillance;
	24. Guard force supervision;
	25. Supervision and approval of reports;
	26. Incident investigations and reports;
	27. Standards for uniforms, personal dress, and bearing;
	28. Post-inspection procedures;
	29. Employee motivation;
	30. Fundamentals of intrusion alarm systems, CCTV, recorders, and manual or electronic guard monitoring equipment;
	31. Fundamentals of X-ray machine operations and any other Security and fire devices and equipment that the guard may be responsible for operating or carrying; and
	32. Operation and use of fire extinguishers and other fire suppression equipment located in UNHCR facilities.
1. **EMERGENCY DRILLS**

The UPSS provider shall conduct periodic drills and critiques of guard performance to assure an acceptable level of training by Security personnel for responses to various emergencies such as intruders, mob violence, bomb threats, medical events, natural disasters, and evacuations. These drills should be coordinated with the UNHCR Security to ensure minimum disruption to UNHCR organization operations and should be conducted at no extra cost.

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

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

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

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

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

1. **ORIENTATION MEETING**

The UNHCR Security, Admin, or Supply Officer will provide orientation to the UPSS provider on matters unique to UNHCR offices and operations and necessary for UPSS performance. Orientation will be followed by a review of properties, including buildings and posts to be covered by the contract. During orientation, UNHCR Security, Admin, or Supply Officer will provide the UPSS provider with the following documentation and/or information to facilitate the implementation of the guard contract:

1. Instructions and directives for operating Security equipment, if any, furnished by the UNHCR under the List of UNSMS organization Furnished Property herein;
2. Instructions about the location of installed Security control equipment and systems, and instructions about the operation and location of utility cut-off valves, electrical switches, Security controls, light switches, generator controls, and other equipment, as necessary;
3. The locations and hours of guard posts as well as the expected duties of assigned Security personnel consistent with the ToR;
4. Specific policies and procedures for responding to emergency alarms, bomb threats, suspected incendiary devices, and other potential threats and hazards; and
5. Locations of any assembly sites used by the UNHCR for its personnel in the event of an emergency or evacuation situation. The UNHCR Security will outline the roles and responsibilities of the Security guards in this effort, as appropriate.
6. **POST ORIENTATION MEETING**

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

1. **LIST OF UPSS PROVIDER FURNISHED PROPERTY**

The following list of UPSS provider furnished Security equipment and supplies are considered minimum requirements:

1. Communications Equipment – The UPSS provider shall furnish all communications equipment required for the performance of this contract. Such equipment includes base stations, hand-held units, cellular telephones, and related items that may be required for communication with the UPSS provider’s operations center by the Security Manager, Security Supervisor, and guards assigned to the UNHC offices listed in this ToR. Maintenance and repair of all such communications equipment will be the responsibility of the UPSS provider. The UPSS provider shall be responsible for obtaining and maintaining any permits or authorizations necessary to operate such equipment and as required by law or regulation;
2. Miscellaneous Equipment – flashlights, batteries, whistles, batons, and other miscellaneous Security items as required;
3. Direct Phone/Alarm Line with the main Security center of the UPSS provider.
4. **LIST OF UNHCR FURNISHED PROPERTY (NON-EXHAUSTIVE)**

UNHCR shall provide the following equipment or materials:

a. Copies of relevant Security policies and practices; and

b. For Security guard positions located at the main entrance to the UNHCR facility:

* Closed-circuit television system (CCTV) monitors
* Control panels for fire alarm and intrusion alarm
* First Aid Kit
* Access to office public announcement system
* Furniture for the guards’ post – table, chairs as required
* Fire extinguishers
* Stationery
1. **ADJUSTMENT OF POSTS/POSITIONS**

UNHCR reserves the right to require adjustments to the number of posts/guards to its Security requirements. In such a case, any modifications needed to the Guard Schedule and any adjustments that affect the Price Schedule will require a contract modification.

1. **BILLING AND PAYMENT TERMS**

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

UNHCR reserves the right to adjust payments pro rata if the service is not rendered by the conditions of the contract or any other annexes (e.g., the Guard Schedule). Furthermore, UNHCR shall not pay any duplicate time spent by the UPSS provider on any assignment as a result of its staff changes or inefficiencies.

1. **QUALITY ASSURANCE PROGRAM**

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

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

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

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

This contract is a key element of the UNHCR Security Risk Management process and demands that the UPSS provider comply fully with the contract terms and conditions. The UPSS provider may only bill for hours worked. For an unmanned post, the UPSS provider is prohibited from billing for such services.