



**LONG TERM AGREEMENT FOR THE PROVISION OF SERVICES
TO THE UNITED NATIONS DEVELOPMENT PROGRAMME**

This Long Term Agreement is made between the United Nations Development Programme in Bangladesh having its address at IDB Bhaban, Shar-E-Bangla Nagar, Agargaon, Dhaka, Bangladesh (hereinafter "UNDP") and Aegis Services Limited (hereinafter called "Contractor") with its headquarters at Road No-7 House No-12 Gulshan-1, Dhaka-1212.

WHEREAS, UNDP desires to enter into a Long Term Agreement for the provision of services by the Contractor to UNDP;

WHEREAS pursuant to the Request for Proposal for Security Services for UN Country Office and Project Offices the offer of the Contractor was accepted;

NOW, THEREFORE, UNDP and the Contractor (hereinafter jointly the "Parties") hereby agree as follows:

Article 1: SCOPE OF WORK

1. The Contractor shall provide the types of services, which are listed in Annex I hereto ("Terms of Reference"), as reflected in a contract for Security services, in the form attached hereto as Annex II.
2. UNDP does not warrant that any quantity of Services will be purchased during the term of this Agreement.
3. The prices shall remain in effect for a period of one year from Entry into Force of this Agreement.

Article 2: CHANGES IN CONDITION

4. In the event of any advantageous technical changes and/or downward pricing of the Services during the duration of this Agreement, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the Agreement.

Article 3: CONTRACTOR'S REPORTING

4. The Contractor will report to UNDP on the Services provided to UNDP, as per attached TOR in Annex I

Article 4: GENERAL AND SPECIAL TERMS AND CONDITIONS

5. The standard UNDP General Conditions for Professional Services, attached as Annex III, shall apply to this Agreement.

Article 5: ACCEPTANCE

6. This Agreement supersedes all prior oral or written agreements, if any, between the Parties and constitutes the entire agreement between the parties with respect to the provision of the Services hereunder.

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- 7. This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of one year, and may be extended for one additional two year by mutual agreement of the Parties.
- 8. This agreement can be used by any other United Nations organization and its affiliated bodies on same terms and conditions.

IN WITNESS WHEREOF, the duly authorized representative of the PARTIES has signed this agreement.

For and on behalf of:

AEGIS SERVICES LIMITED


M Ashiqul Haque Chowdhury
Executive Director



Date: 18/6/09

UNITED NATIONS
DEVELOPMENT PROGRAMME


S.K. Murthy
Deputy Country Director



Date: 04/6/09



Annex I: Terms of Reference

Services to be provided:

The Contractor will be required to provide receptionist and security services for the protection of the personnel and premises of the UN Country Office at IDB Bhaban along with Project Offices located at different location. The security service company initially has to cover following places

- UN Country Office at IDB Bhaban
- Different Project Offices

General Requirements

- The guards shall be properly trained and licensed, in accordance with local law, to perform security services.
- The guards shall be uniformed and wear appropriate identification badges.
- The names of the guards shall be given to Security focal point of UNDP for verification purposes well in advance of assignment to perform services under this Contract.
- The guards shall have the following shifts: from 0600 hrs. to 1400 hrs. (Shift A), from 1400 hrs. to 2200 hrs. (Shift B), and from 2200 hrs to 0600 hrs. (Shift C),
- For the performance of the security services herein, the guards will receive floor keys from the radio room. In such case, the Contractor shall ensure proper handling / taking over of keys.
- The Security supervisors and receptionist shall fluently speak English in order to be able to communicate with the UN personnel.
- The guard force should carry out day to day security operations including but not limited to searching of personnel and packages as required, verification of identification, visitor control and other access control.
- The guard force contractor must deploy efficient guards and all the security personnel have to be in good uniform. The supervisors shall have a clear identification badge.
- The guard force company shall provide security at the UN offices, Projects offices reception at IDB Bhaban, IDB Bhaban Basement and vehicle entrance/exit areas. The company ensures that guards at the entrance are checking vehicle and they should carry out their duties in a professional manner.
- Security personnel/guards should be able to communicate in English.
- All guards and security supervisors must be the employees of the contracted security company (not contracted personnel).
- The Contractor will inspect the guard posts a minimum of once daily and immediately implement any observable measures for improvement. The contractor should provide on the Job Training for all security personnel both prior to being deployed and at least quarterly afterwards.
- The Security Guard Company must obtain necessary police verification of all the security personnel well in advance of assignment to perform services under this contract.
- All security personnel should be in appropriate physical and mental state thus to be able to deliver the services of the contract. The security guard company to ensure proper rotation of the guard's duties. As such the Guard duty Rosters must be submitted weekly to agencies security focal points for verification and further instructions (if any).
- The Security Guard Company must have a systematic reporting procedure on current risk / threat analysis including any other factors / situation having effect on safety and security of the UN offices and personnel at IDB Bhaban.
- The security guards company must demonstrate a strong trusting relationship between local law enforcement, Government officials and UN in Bangladesh.
- The contractor should make suggestions to UNDPSS and agencies security focal points (well in advance) about the possible measures that can be taken for any special occasion/ events like Computer Fair at Bangladesh Computer Council (BCC), Meeting at IDB/Seminar at IDB Bhaban, Strike/ Road Blockade (in front of IDB Bhaban Etc.)
- The Contractor should perform any other duties assigned by the UNDPSS.

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Job Description

- (a) The security service shall include control of entries and exits, ID card check of all incoming people including the staff. The security service shall also ensure peace of the inhabitants in the building and overall security of the building and its premises. Description of the premises and responsibilities of the Security Supervisor is as follows:
 - o Main Entrance Door: This is the entrance where people enter and exit and visitors are searched and ID cards checked.
 - o Watch and Control Duty: This is the security service where at the place of assignment (in front of the building) controlling duty to prevent parking of outsider's cars and placement of foreign objects at the parking area. Assisting UN staff when parking the car in front of the building by removing the parking barriers. Monitoring move of people in front of the building. Ensure guards at the entrance are properly equipped with the vehicle checking equipments and they do the vehicle checking in professional manner.
 - o 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 and receipt of the ID card from the visitor before exit.
- (b) Security Supervisor shall ensure so that the guards perform their duties at the ground floor, basement, in the front of the building, at the parking area and at other places at the sides of the building as shall be notified by the security / building management.
- (c) Security Supervisor will ensure that all persons removing equipment from UN Agencies Building present the equipment and valid document in which this action is duly authorized with signature. The gate passes will be submitted to agencies security focal points daily for verification/scrutiny.
- (d) Security Supervisor to ensure that any and all visitors coming to the building to visit UN locations, irrespective of their identity, are respectfully searched as needed. Must ensure that the visitors are escorted by the person they are visiting. Visitors must be wearing their visitor identification visibly.
- (e) Security Supervisor shall be provided with the list of names of the staff and their car plate numbers in order to control the entries to the building and those to the parking lot accordingly should the provider take on that role in the future.
- (f) Security Supervisor shall maintain a professional demeanor with visitors, UN staff and security personnel at all times.
- (g) To verify and oversee the cleaning personnel after working hours. All cleaners have been issued with an identification card.
- (h) For the performance of the security services herein, the guards will be given keycards 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 1800 hrs and lights not in use shall be switched off and running taps shall be turned off. One key may be issued to the guard supervisor who can then provide it to the guards who are doing the patrol and a log of all measures taken must be maintained as well.
- (i) Daily newspapers brought to the building shall be received at the reception and shall be handed over to the agencies responsible person.
- (j) Security Supervisor/ Guards shall in no case allow entry into the UN premises any visitor who does not have an appointment and will ensure by telephone with the person being visited that the person should be allowed access.
- (k) The guard company shall ensure through Security Supervisor to provide daily written report to UNDSS and for any serious issues incident immediately has to be reported to the UNDSS, agencies security focal points and 24/7 Radio Room located at IDB Bhaban.
- (l) The guard force contractor shall have weekly meeting with the UNDSS and agencies security focal points.
- (m) Contractor will also provide weekly reports, highlighting events and incidents during the period.
- (n) Security Supervisor to ensure that the post orders in writing are available at the posts: guards must know it, understand it and implement it. All SOPs must be provided in writing for approval by UNDSS and the UNDP security focal point prior to implementing or amending.
- (o) Security Supervisor to closely monitor the serviceability of the existing communication systems, train the guards on communication systems, and encourage them to use communication facilities for security purposes.



- (p) The security guard contractor has to investigate any theft, burglary, break-in etc. within 24 hours of the incident.

For all of the cases below the provider will develop detailed SOPs to be approved as mentioned above:

- (q) In case of fire, security Supervisor will:
- Identify the place of fire and use the nearest fire extinguisher to extinguish the fire if possible, in the meantime instruct people near the scene to leave the scene and close the area. In case that fire is beyond his control, security supervisor will check if anybody is there and try to help person leave the scene, try to seal the scene and leave it; contact via phone receptionist with request to notify UNDSS about the case and to announce building evacuation and take appropriate action.
- (r) In case of building evacuation, security supervisor will:
- follow the instructions received from UNDSS/ agencies security focal points/ Fire Marshall , will press the emergency bottom to release the entrance door to the building and to the floors, and assist people in smooth and uninterrupted evacuation of the premises and will not allow anybody to enter the premises during the evacuation
- (s) In case of office invasion security supervisor will:
- By all possible means immediately inform UNDSS / agencies security focal points about the case. In such a case, performance of supervisor has to be polite; he will listen carefully to intruder's requests and inform him that his request is going to be forwarded to UN official. By all means will try to keep intruders in the lobby and won't allow them to enter other parts of the building, and will follow instruction received from UN official.
- (t) The supervisors shall always establish coordination with, and receive work-related instructions, if any, from the UNDSS and shall accommodate the instructions so given and shall inform UNDSS of any issues that may go beyond their power.

Guideline on Access Control at IDB-UN Premises

'Guideline on Access Control at IDB-UN Premises' is incorporated as an addendum to this document for strict compliance by the security guard company.

Personnel:

- a) 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.
- b) The Contractor shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct. UNDP authorized official may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or services under this Contract. The Contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by UNDP for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Contract.
- c) UNDP shall not be liable for any action, omission, negligence or misconduct of the Contractor's employees, agents, servants, or subcontractors nor for any insurance coverage which may be necessary or desirable for the purpose of this Contract, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Contractor's employees, agents, servants, or subcontractors performing work or services in connection with this contract.

Staff Welfare:

- a) The contractor must provide documentation that it pays all government-regulated wages (to include basic minimum for each job category, travel allowance, overtime, uniform/uniform allowance, leave allowance, leave entitlement, old age benefit, workmen's compensation/disability insurance and any others not listed
- b) The contractor shall ensure that the guards are awarded Annual Leave as per company policy

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- c) Ensure that training days are provided for and paid.
- d) Replace non-performing guards and supervisors immediately upon notification by the client
- e) Ensure that guards who do not report on duty or are sick are replaced within one hour of notification by the client
- f) Ensure that guards are relieved at the end of their shift and no guards are employed for the successive roster of duty.

Number of Guards and Other Staffs to be Deployed

The company will deploy the guards, supervisors and receptionists as mentioned below as per this agreement. If UN needs any additional staffs in future that will be requested in writing and required preparation time will be given for that.

Shift A -	Supervisor 01+ Guards 12 = Total 13
Shift B -	Supervisor 01+ Guards 12 = Total 13
Shift C -	Supervisor 01+ Guards 01 = Total 02
Receptionists -	= Total 02

Grand Total = 30

Details on deployment and duty roster are given in the addendum to this contract.

Performance Management

- a) Clear performance indicators that reward performance above expectations for individual guards should be provided
- b) The UN will impose a contractual obligation that provides financial consequences for the contractor in the event of poor performance.

Job Requirements

Security Supervisor:

- Age: 25 to 50 Years
- Qualification: Min.-SSC (Secondary School Certificate)
- Minimum 3 (three) years job experience with the second party as supervisor level
- Able to write incident reports in English and can speak both Bangla and English.
- All personnel should have a certificate of good health.
- The personnel shall be free from communicable disease and in good health without any physical defects or abnormalities that may interfere with the performance of their duties.
- The personnel should be fit for the duties to which he/ she is assigned.
- Must have good knowledge about security equipment and items
- Must have sufficient training – see below
- Should have good knowledge of supervision, screening gate passes of incoming and out-going materials.
- Must possess a certificate from school, a certificate from local chairman, a reference from a known person which must be verified by the local police Station (Thana).

Receptionist:

- Age 20 to 35 Years
- Qualification: min. HSC (Higher Secondary Certificate)
- Language: Able to understand and speak both Bangla and English.
- Should be polite
- Basic security training and job related training including such things access controls (i.e. issuance of visitor passes, SOPs etc, and bomb threat response.
- Minimum 3 three years job experience with a second party.
- Able to receive and dispatch letters and parcels.
- Must have demonstrated strong interpersonal and communication skills.
- Must possess a certificate from school, a certificate from local chairman, a reference from a known person which must be verified by the local police Station (Thana)



General Guard:

- Age: 25 to 40 Years
- Qualification: Min.-SSC (Secondary School Certificate)
- Minimum 2(two) year's job experience with the second party
- Able to communicate in English.
- Security guard must provide good health certificate.
- The personnel shall be free from communicable disease and in good health without any physical defects or abnormalities that may interfere with the performance of their duties.
- The personnel should be fit for the duties to which he/ she is assigned.
- Guard must possess strong sense of security and responsibility
- Must possess a certificate from school, a certificate from local chairman, a reference from a known person which must be verified by the local police Station (Thana).

Mandatory Training required for the Security Personnel:

All guards assigned to UN offices will have successfully undergone an approved training syllabus prior to deployment. The company will be responsible for the training of the selected guard force personnel. The company will provide both induction training and in-service ongoing training including the following:

Induction Training.

- Orientation: Introduction to the training program, objectives of the training, role of the guards, conduct (ethics, honesty, professionalism)
- UN regulations for access control
- Types of threats they may face and actions on
- Fire training including emergency response, locations of alarms, use of fire extinguishers
- Vehicle inspections (in the event needed)
- Crowd control (as needed)
- Building evacuation
- Bomb threat/IED threat
- Theft/ Burglary/Armed robbery
- Access Control (Archway door, Hand held metal detector, Scanning, Body searching, Parcel checking, plus information on the specific site such as visitor control measures, badge issuance,
- Basic guard duties: Denial of access to unauthorized persons, maintenance of logs, restraint of disorderly persons,etc.
- Review of post orders
- Basic first aid training
- Hostile surveillance and reconnaissance detection (as needed)
- Self Defense

In Service Training

- Detailed access control procedures and review including visitor control and badging
- Package and mail search : bomb and contraband detection through manual or electronic search. Response, notification procedures and alarms
- Vehicle access control and search procedures
- Bomb threat response
- Guard actions in emergencies
- Self-defence
- Restraint of persons and use of handcuffs
- Threat detection
- Advanced first aid including CPR and use of AED
- Elements of guard supervision
- Communications: use of handheld radios and communications discipline

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Annex II: CONTRACT NO ADM/250/14/2009
BETWEEN
UNDP
AND
AEGIS SERVICES LIMITED
FOR THE PROVISION OF SECURITY SERVICES

This Contract is made between United Nations Development Programme in Bangladesh (hereinafter "UNDP"), an international inter-governmental organization, its address at IDB Bhaban, Shar-E-Bangla Nagar, Agargoan, Dhaka, Bangladesh, and Aegis Services Limited, a Security Service Company, having its corporate headquarters in Road No-7 House No-12 Gulshan-1, Dhaka-1212 (the "Contractor"). UNDP and the Contractor are hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, UNDP wishes to engage the Contractor to provide security services for the UN Country office at IDB Bhaban and Project offices;

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

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

Section 1
TERM OF CONTRACT

This Contract shall be in force for a period of 12 Months commencing on 15 May 2009. It shall remain in full force and effect until 14 May 2010, unless terminated earlier in accordance with Section 7 below. This contract is subject to a three months probationary period, after which a report on the performance to be prepared by UNDSS take place prior to the further continuation of the contract. UNDP may, at its option, decide to extend the term of this Contract for subsequent periods of up to 14 May 2012. In such case, UNDP shall provide the Contractor with at least thirty (30) days written notice of its intent to exercise this option.



Section 2
SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Contractor shall provide security services and protection to the personnel and premises of the UNDP as per scope of works indicated in the attached TOR in Annex I:

Section 3 CONTRACTOR'S PERSONNEL

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

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

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

3.4 The number of deployment shall be subject to increase/decrease with the prior written notification of 15 (Fifteen) days. Any new deployment of new establishment shall be notified in advance of minimum 30 days for necessary preparation.

Section 4
PAYMENT FOR CONTRACTOR'S SERVICES

4.1 For performance of the services herein, UNDP shall pay the Contractor, BDT 9,178.00 for a Supervisor, BDT 7,192.00 for a guard at UN Country Office and project offices located in dhaka, BDT 9,178.00 for a receptionist and BDT 6,992.00 for a guard at Field project office as per the detail financial proposal attached in Annex IV

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

4.3 This Contract shall be renewable at the option of the UNDP, under the same terms and conditions as are set



forth herein, where the monthly payable salary for the supervisor, guard and receptionist shall be by 5% for annually, after every one year.

4.4 to avoid high turnover of security personnel and maintain high standard of performance the contractor is liable to pay the security personnel hired as per the original financial offer. UNDP shall have the right to confirm the payment through random check of individuals' accounts.

Section 5 INSURANCE AND LIABILITIES TO THIRD PARTIES

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

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

Section 6 INDEMNIFICATION

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

Section 7 SERVICE OF NOTICES

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

For UNDP

Mohammad Rafi Tokhi;

Operations Manager, UNDP, Bangladesh

Address : IDB Bhaban, Shar-E-Bangla Nagar, Agargoan, Dhaka, Bangladesh



For the Contractor

M Ashiqul Haque Chowdhury
Executive Director, Aegis Services Limited
Road No-7 House No-12 Gulshan-1, Dhaka-1212

**Section 8
LEGAL STATUS**

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

**Section 9
SOURCE OF INSTRUCTIONS**

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

**Section 10
ASSIGNMENT**

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

**Section 11
SUBCONTRACTING**

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

**Section 12
OFFICIALS NOT TO BENEFIT**

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



Section 13
OBSERVANCE OF THE LAW

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

Section 14
AUTHORITY TO MODIFY

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

Section 15
USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS

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

Section 16
TERMINATION

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

Section 17
SETTLEMENT OF DISPUTES

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



**Section 18
PRIVILEGES AND IMMUNITIES**

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

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

For Aegis Services Limited:

Name: M Ashiqul Haque Chowdhury
Title: Executive Director

Date:

19/02/09



For UNDP:

Name: S.K. Murthy
Title: Deputy Country Director (ops)

Date:

04/06/09





Annex III:

**UNDP INTERIM GENERAL CONDITIONS OF CONTRACT
FOR PROFESSIONAL SERVICES**

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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



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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or



acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

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

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

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality,



is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

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

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

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

15.0 TERMINATION

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

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

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

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

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the



UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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



20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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



Original

AEGIS SERVICES LIMITED

(Member of **SQUARE** Group)

Salary Proposal

Sl No	Particulars	Guard		Supervisors/Receptionist		Remarks
		Dhaka	Out Of Dhaka	Dhaka	Out Of Dhaka	
1	Direct Costs received by the Guard Force from the Contractor					
1.1	Basic Salary	1500	1500	2300	2300	
1.2	Medical Allowance	400	400	600	600	
1.3	Conveyance	300	300	200	200	
1.4	Performance Allowance	200	200	200	200	
1.5	Washing, Kit Maintenance	500	500	500	500	
1.6	Food Allowance	1200	1200	1390	1390	
1.7	Skill Allowance			200	200	
	Total Carry Home Salary	4100	4100	5390	5390	
2	Indirect Cost received the Guard Force form the contractor					
2.1	Off Day	462	462	708	708	Basic*2/26*4
2.2	Leave Replacement Cost	356	356	546	546	Basic*2/26*37/12
	Gross Payable Wages	4917	4917	6643	6643	
3	Bonus	250	250	383	383	Basic*2/12
4	Provident Fund Contribution	105	105	161	161	7% of Basic Salary
5	Insurance	50	50	50	50	
6	Uniform	260	260	260	260	
8	Initial Training Cost	160	160	180	180	
9	Barrack & House Rent	550	350	550	350	
10	Overhead Cost	320	320	320	320	
11	Profit	580	580	630	630	
	Total Cost Per Guard Force	7192	6992	9178	8978	


 Md. Mustafizur Rahman
 Deputy Manager
 Aegis Services Limited

[Handwritten Signature]