

## United Nations Development Programme

Programme of Assistance to the Palestinian People

برنامج الأمم المتحدة الإنمائي / برنامج مساعدة الشعب الفلسطيني



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Resilient nations.

CONTRACT NO. UNDP-PAPP-CON-2011-135  
VENDOR NO. PAL10 -5457  
INSTITUTIONAL CONTRACT

Date: 12 December, 2011

Contract entered into between the United Nations Development Programme/Programme of Assistance to the Palestinian People (UNDP/PAPP) and **Sector Security Group Technology** (hereinafter referred to as the Contractor) in order to perform services in respect of **One year Maintenance for the Security Systems and Devices at UNDP/PAPP Offices in Jerusalem.**

### Contractor Address:

Attention: Samer Falah  
Address: Ramallah Main Street  
Telfax: 02 234 5577  
Mobile: 0598 700 000  
E- Mail: [info@sector.ps](mailto:info@sector.ps)

### 1. Work Assignment

The Contractor shall provide the required services as per the terms of reference attached hereto as Annex A and Contractor's offer dated **16 November 2011.**

This Contract shall commence on the date of contract signing and shall expire on satisfactory completion of the services but not later than **31 December 2012**, unless sooner terminated under the Terms of this Contract. This Contract is subject to UNDP General Conditions of Professional Services attached hereto as Annex B.

### 2. Consideration

As full consideration for the services performed by the Contractor under the terms of this contract, the UNDP/PAPP shall pay the Contractor within 30 days upon (i) presentation of an official invoice and (ii) certification by Security Advisor that the services have been satisfactorily performed:

- A total not to exceed fee of **USD 1,200 (one thousand two hundred US Dollars), VAT excluded.**
- Where two currencies are involved, the rate of exchange shall be the official rate applied by the UNDP/PAPP on the day the UNDP/PAPP instruct its Bankers to effect the payment(s);
- The fee is payable in installments upon certification of satisfactory performance at each phase as follows:

Page 1

UNDP Initials \_\_\_\_\_

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Contractor's Initials  
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GROUP TECHNOLOGY**

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Programme of Assistance to the Palestinian People

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INSTITUTIONAL CONTRACT

Phase	Description	Payment
1	50% of the total fees after completion of the first half of the year (six months) and upon submission of satisfactory acceptance report by the Security Advisor	USD 600
2	50% of the total fees after completion of the second half of the year (six months) and upon submission of satisfactory acceptance report by the Security Advisor	USD 600

### 3. Security

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

3.2 The Contractor shall:

- put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

3.3 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 3.1 above.

### 4. Audit and investigations

4.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the

Page 2

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Programme of Assistance to the Palestinian People

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VENDOR NO. PAL10 -5457  
INSTITUTIONAL CONTRACT

Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

### 5. Anti-terrorism

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

I acknowledge that I have read and accept the conditions attached.

<b>ACCEPTED</b> <b>FOR: Sector Security Group Technology</b>	
 <b>SECTOR SECURITY GROUP TECHNOLOGY</b>	
<b>Name:</b>	<b>Samer Fallah</b>
<b>Title:</b>	<b>Chief Executive Officer</b>
<b>Date:</b>	

<b>ACCEPTED</b> <b>FOR: UNDP/PAPP</b>	
	
<b>Name:</b>	<b>Khaled Shahwan</b>
<b>Title:</b>	<b>Deputy Special Representative (Operations)</b>
<b>Date:</b>	





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VENDOR NO. PAL10 -5457  
INSTITUTIONAL CONTRACT

### Annex A Terms of Reference

The contractor shall provide one full year labor maintenance services for all security systems at UNDP/PAPP offices in Jerusalem, as follows:

One full year labor maintenance fees to include the following systems at UNDP/PAPP offices in Jerusalem as detailed below:

No.	Item	Qty.	Description
1	Internal Day Night Camera	20	Cnb Sony
2	External Day Night Camera IR	20	Cnb 550 TV line
3	Rechargeable Flash Light	4	Sekal
4	Metal Detector(walk through)	2	GARRETT PD6500i , Model 11684xx
5	Smoke & Heat Detector	115	Telefire
6	Fire Extinguisher	60	ABC
7	Electrical doors	12	Multi-Look Door
8	Access Card Reader	12	Magnetic & Proximity AXS-10
9	Intercom	4	AIPHONE
10	Speakers	15	Cuba
11	Emergency Exit Ladder	2	One ladder with 4 exits & one ladder with 2 exits
12	Fire break glass	13	Telefire
13	Fire control panel	2	Telefire GSA-1000
14	Sound system	1	Amplifier PA-920 + Mic HT-35
15	Metal Detector	2	Walk through
16	CCTV system	1	Magic radar with 32 inputs
17	PA Sound system	1	Amplifier PA-920 + Mic HT-35
18	Remote control vehicle gate	1	CEM - MAC 800 FCE/E
19	Barrier gate	1	
20	Speed dialer fire alarm	2	
21	Security spot lights	12	
22	Emergency Exit electrical sign	12	
23	Attendance time clock	2	

Notes:

- 1-Access card reader (Proximity) to be integrated with attendance time clock
- 2-Attendance time clock to be integrated with access control

#### Service Level Agreement terms and conditions:

- The systems shall be maintained at all times.
- Response to urgent calls shall be within 3 hours to fix any problem in the systems.

Page 4

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GROUP TECHNOLOGY  
Rev. Nov 2011  
Contractor's Initials \_\_\_\_\_

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VENDOR NO. PAL10 -5457  
INSTITUTIONAL CONTRACT

- Response to regular calls shall be within a maximum of 24 hours.
- Periodic general check for all systems shall be conducted four times a year every three months.
- The contractor shall fill a special form indicating that the periodic check has been conducted and this form shall be acknowledged by UNDP/PAPP maintenance supervisor and an authorized representative from security.
- In case there is a need to change any broken part, the contractor shall report the damages and the price of the damaged parts. Accordingly, UNDP/PAPP would either ask contractor to purchase the item and pay him upon submission of official invoice or UNDP/PAPP would purchase the part and give it to contractor for replacement.
- Contractor shall train concerned staff members on the systems when needed.
- In case the contractor fails to respond to calls, UNDP/PAPP reserves the right to contact a third party to fix the problem. Consequently, contractor will be held responsible to cover the labor costs of the third party.
- In case of recurring failure to accommodate UNDP/PAPP calls or of sub-standard services provided, UNDP/PAPP reserves the right to terminate the agreement without any prior notice and liability towards the contractor.

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### Annex B General Conditions for Professional Services

#### 1. LEGAL STATUS

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

#### 2. OBLIGATIONS

The contractor shall neither seek nor accept instructions from any authority external to the United Nations Development Programme in connection with the performance of its services under this Contract. The contractor shall refrain from any action, which may adversely affect the United Nations Development Programme and shall fulfil its commitments with fullest regard for the interest of the United Nations. The contractor shall not advertise or otherwise make public the fact that it is a contractor with the United Nations Development Programme. Also the contractor shall, in no other manner whatsoever use the name, emblem or official seal of the United Nations Development Programme or any abbreviation of the name of the United Nations in connection with its business or otherwise. Contractors may not communicate at any time to any other person, Government or authority external to the United Nations or any information known to them by reason of their association with the United Nations which has not been made public, except in the course of their duties or by authorization of the Secretary-General or his designate; nor shall contractors at any time use such information to private advantage. These obligations do not lapse upon termination of their agreement with the United Nations Development Programme.

#### 3. TITLE RIGHTS

(a) The United Nations shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to or is made in consequence of, the services provided to the Organization by the contractor. At the request of the United Nations, the contractor shall assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law. At the request of the United Nations, the contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the Organization in compliance with the requirements of the applicable law.

(b) Title to any equipment and supplies which may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of this Contract or when no longer needed by the contractor. Such equipment when returned to the United Nations, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

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#### 4. SUB-CONTRACTING

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

#### 5. INDEMNIFICATION AND INSURANCE

The contractor shall indemnify, hold and save harmless and defend, at its own expense, the UN, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the contractor or his employees or sub-contractors in the performance of this Contract. This clause shall extend to claims and liability in the nature of workmen's compensation claims or liability or those arising out of the use of patented inventions or devices.

In compliance with this clause, the contractor shall obtain and maintain adequate liability and property damage insurance in respect of any tort action or tort claim arising out of contractor's acts or omissions related to this Contract. The contractor shall, upon request, provide proof of such insurance.

The Contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the UN 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.

#### 6. TERMINATION

This Contract may be terminated by either party before the expiry date of the Contract by giving notice in writing to the other party. The period of notice shall be five days in the case of contracts for a total period of less than two months and fourteen days in the case of contracts for a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the contractor shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the United Nations. Additional costs incurred by the United Nations resulting from the termination of the Contract by the contractor may be withheld from any amount otherwise due to the contractor from the United Nations.

#### 7. SETTLEMENT OF DISPUTES

Any controversy or claim arising out of, or in accordance with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

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VENDOR NO. PAL10 -5457  
INSTITUTIONAL CONTRACT

### 8. 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.

### 9. 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.

### 10. AUTHORITY TO MODIFY

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

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