

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: 04 December 2018
	REFERENCE: UNDP/UN Joint Programme "Leave No One Behind"

Dear Sir / Madam:

We kindly request you to submit your Proposal for the **"Capacity building of Disabled People's Organizations (DPOs) in Albania"**.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **20 December 2018 at 15:00** via courier mail or hand delivered to the address below:

United Nations Development Programme
Str. "Skenderbej", Gurten Center, 2nd floor, Tirana, Albania
UNDP Procurement team

Your Proposal must be expressed in the English language and valid for a minimum period of one hundred twenty days (120).

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or

Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely,



Alma Mustafaraj
Officer in Charge

Description of Requirements

Context of the Requirement	<p>The goal of the “Leave No-One Behind” (LNB) programme is: <i>Vulnerable persons and groups are empowered to have equal access to public services and opportunities and to have a voice in public decision-making affecting their lives.</i> LNB emphasizes the need to empower vulnerable persons and groups in Albania so that they become drivers of change for social inclusion. Therefore, the LNB programme is committed to support the capacity building of both persons with disabilities and their representative organizations. In this context, UNDP is seeking to recruit a professional Service Provider to design and deliver a capacity building programme for Disabled People’s Organisations (DPOs) in Albania.</p>
Implementing Partner of UNDP	
Brief Description of the Required Services	<p>Detailed tasks include:</p> <ul style="list-style-type: none"> • Design a tailored training curriculum consisting of five modules on: <ul style="list-style-type: none"> ○ organizational development, ○ resource mobilisation, ○ project cycle management, ○ advocacy and networking, ○ the rights of persons with disabilities • Prepare a detailed work plan including training methodology and techniques and a detailed time-table for the assignment, to be agreed with UNDP • Deliver twice a series of 12 training events (46 training days in total) on the above topics, to take place in Tirana, in accordance with the agreed programmes • Liaise and ensure constant communication/coordination with UNDP/LNB project team regarding all key programmatic and logistic aspects of the assignment. <p>For more information please refer to Annex 4 (TORs)</p>
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> • An Inception Report comprising the detailed methodology of work, a detailed work plan, and the initial outline for training modules on provided themes and topics • A training manual for each of the five training modules covering the topics specified in the TORs • A range of instruments developed to assess gained knowledge and increased capacities of the DPOs’ representatives after each training session • The training programmes and detailed lists of participants prepared for each training event and the necessary logistic arrangements ensured/provided for the training delivery and participants • Organisation and delivery of a total of 24 (twenty-four) residential training events (12 events to take place twice) in Tirana, using the agreed modules. The average size of training groups is 15-18 participants for each event. • A report prepared in English language for each module delivered (five in total), summarizing all relevant information • A mid-term progress report in English language highlighting the major activities

	<p>accomplished</p> <p>●A Final Assignment Report in English language with clear recommendations on future training interventions</p> <p>For more information please refer to Annex 4 (TORs)</p>
Person to Supervise the Work/Performance of the Service Provider	Leave No One Behind Project Coordinator
Frequency of Reporting	Mid-term progress report and final assignment report. (Two reports)
Progress Reporting Requirements	Narrative and financial reporting as linked to deliverables
Location of work	<input checked="" type="checkbox"/> Exact Address/es: Tirana <input type="checkbox"/> At Contractor's Location
Expected duration of work	6 months
Target start date	10 January 2019
Latest completion date	10 June 2019
Travels Expected	n/a
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i> N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency (Albanian Lek ALL)
Value Added Tax on Price Proposal	<p><input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes</p> <p>"In case the services provided by your entity will be exempt or out of scope of Albanian VAT, please clearly state the law provisions your organisation makes reference to.</p> <p>In case of non for profit organisations, please note that based on Law 92/2014 dated 24.07.2014 and Decision 953, dated 29.12.2014, there are certain conditions to be met in order for the services provided by the latter to be considered as exempt from VAT. In case your entity will opt for such exemption, please provide us proof that your organisation meets all the conditions stipulated in article 2 of Decision 953."</p>

	<input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>
Payment Terms ¹	Upon provision of the required set of deliverables
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	The Project Manager of the UN Joint Programme Leave No One Behind
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm (20%) <input checked="" type="checkbox"/> Methodology, its Appropriateness to the Condition and Timelines of the Implementation Plan (25%) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (25%) <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the

¹ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i>
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ² <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others ³ <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only) ⁴	UNDP Albania Procurement Unit <u>Procurement.al@undp.org</u> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information:	N/A

² Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

³ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁴ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁵

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁶)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

⁵ This serves as a guide to the Service Provider in preparing the Proposal.

⁶ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable* (*This shall be the basis of the payment tranches)

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Others				
III. Other Related Costs				

*[Name and Signature of the Service Provider's
Authorized Person]
[Designation]
[Date]*

General Terms and Conditions for 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 Contract, 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 Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Terms of Reference (TOR)

"Capacity building of Disabled People's Organizations (DPOs) in Albania"

UNDP, in the frame of the United Nations Joint Programme "Leave No One Behind", is inviting qualified service providers to submit a proposal to deliver, no later than 10 June 2019, a capacity building programme for strengthening organizational, managerial and technical capacities of Disabled People's Organizations (DPOs) in Albania.

1. Background and context

Albania has made important steps towards establishing a democratic state, functioning market economy, maintaining a stable economic growth, and achieving human development. Nevertheless, the implementation of social policies for the inclusion of vulnerable groups, including persons with disabilities, remains problematic. In order to support improved social inclusion, UN Agencies have engaged in implementing "Leave No-One Behind" (LNB), a programme which pursues the following goal: Vulnerable persons and groups are empowered to have equal access to public services and opportunities and to have a voice in public decision-making affecting their lives. The programme's first phase (2017-2021) comprises actions that are designed to:

- strengthen the vulnerable populations to request and receive adequate social services from local authorities that support their social inclusion,
- help municipalities to effectively manage the provision of social services and promote social inclusion, and
- support national institutions to implement their policy framework for providing social services and adequately fund social services. Governance and gender equality will be the project's cross-cutting issues that are mainstreamed throughout outcomes under a human rights perspective.

The project's target groups who will indirectly and directly benefit from improved social services, are the marginalized populations of Albania, with persons with disabilities often being the most vulnerable, along with Roma and Egyptians as well as children and women. The improvement of their social inclusion will be supported by interventions at macro level (central government authorities and national services), at meso level (municipalities and civil society organizations), and at micro level, actively involving the project's target groups into the project's implementation. The project will cover all of Albania by improving social service provision across all 61 municipalities, however specific geographic foci will be maintained by reacting to specific needs and challenges in selected municipalities.

The project's implementation is the responsibility of the four UN agencies UNDP, UNICEF, UN Women and UNFPA, who will cooperate with state actors from central and local level, with civil society organizations and directly with target groups.

2. Purpose of the assignment

LNB programme emphasizes the need to empower vulnerable persons and groups in Albania so that they become drivers of change for social inclusion. When working with persons with disabilities, the programme pays special attention to the implementation of the principles and requirements of the Convention on the Rights of Persons with Disabilities (CRPD). Persons with disabilities, as CRPD requires, are involved in the programme directly or through DPOs. Therefore, the LNB programme is committed to support the capacity building of both persons with disabilities and their representative organizations (DPOs). The present assignment relates to the capacity building of DPOs.

The rationale for this capacity building intervention stems from the findings of a recent survey conducted by LNB with the aim to assess the capacities and training needs of CSOs working in the disability field. The CSOs have scarce capacities for engaging in periodic drafting of shadow reports, monitoring the policy implementation and holding the government accountable of its commitment to address the needs and rights of persons with disabilities. The findings of the assessment outline a number of issues comprising inadequate capacities in program development and planning, lack of financial sustainability, and adequate capacities in managing current activities, but poor capacities to diversify their services. The surveyed CSOs were aware of the importance of advocacy and lobbying, but they considered it time consuming and not efficient in terms of direct results. The CSOs seem to have limited cooperation with the central and the local governments but even with each-other, evolving mostly around the exchange of information. Only about 29% of organizations admit to having good knowledge on the policy and legal framework on persons with disabilities while nearly half of them (40.7%) express a strong need to increase their level of knowledge on the CRPD. The training topics of most interest for CSOs include fundraising, writing project proposals, advocacy and lobbying, strategic planning as well as knowledge on the national policy and legal framework for persons with disabilities.

Therefore, UNDP is seeking to recruit a professional Service Provider to design and deliver a capacity building programme for DPOs in Albania.

The overall goal of this work is to equip DPOs with a set of organizational, managerial and technical knowledge, skills and competences enabling them to play their role as interlocutors of authorities at central and at local level fostering policy dialogue on inclusion. More specifically the gained capacities should serve to beneficiary organisations to strengthen constituencies, fulfil their role of representing persons with disabilities, i.e. advocating for their interests, and participate in planning and budgeting, and in the monitoring of the implementation of specific social services for this particular group.

The key target group for capacity development support will be representatives – leaders, administrative or technical staff and activists - from the DPOs in Albania.

3. Scope of work and methodology

Under the supervision of the UNDP Programme Specialist for Social Inclusion, and the direct supervision of the National Programme Coordinator for the Leave No One Behind Programme, **the professional Service Provider will be responsible to design and deliver a capacity building programme on organizational development, resource mobilisation, project cycle management, advocacy and networking, and on the rights of persons with disabilities.** More detailed tasks include:

- Prepare a detailed work plan including training methodology and techniques and a detailed timetable for the assignment, present it to - and discuss it with - the focal person at UNDP LNB and reflect agreed changes as/if necessary
- Design a tailored training curriculum comprising five modules focusing on the themes indicated in the table below, as identified, based on the Capacity and Training Needs Assessment of CSOs working in the disability field
- Prepare specific programmes for each training event and deliver training as per their agendas. Each programme should contain a detailed agenda specifying topics and timing for each session and training facilitators role, and should elaborate on the training objectives, expected outcomes and on the training materials as/if needed
- Liaise and ensure constant communication/coordination with UNDP/LNB project team regarding all key programmatic and logistic aspects of the assignment.

The services shall be delivered in two main phases:

Phase one will consist in the preparation of the ground for the assignment. This includes the preparation of the draft programme and of the training modules for each theme as proposed in the below “**DPOs Capacity Building Matrix**” table. The (UNDP) CSOs’ Capacity and Training Needs Assessment report, together with existing training curricula and modules on building organizational, managerial and technical skills of local CSOs will serve as the primary source basis for developing tailored training modules for DPO representatives. The review of national and international policies, legislation, measures and services for persons with disabilities will serve as an additional basis for elaborating the module related specifically to CRPD and the national policy and legal framework.

The modules should be designed with consideration to both theoretical and practical aspects of each applicable topic. As such, besides standard and alternative definitions of each concept, the modules should contain real-life casework and up-to-date examples along with alternative solutions. In addition, the casework should be pertinent to each expected audience / training group and anticipate the opportunity to draw examples from the specific subject field (disability) and/or other related fields. Each module should include pre-tests and post-tests in order to anticipate the assessment of learning to be generated. The modules should also comprise, to a reasonable extent and relevant to each topic/ session, diverse and interactive training and learning materials, tools and techniques which may include exercise sheets, text boxes, budget sheet templates, role play, handouts, overhead presentations, video projections, guest speakers, et cetera.

Phase two is an essential part of the assignment as it will consist in delivering the relevant training to a range of DPO leaders, staff and activists coming from all the regions of the country and whose work at national and local levels implies direct or indirect responsibilities for representing, monitoring and advocating for the implementation of the rights of persons with disabilities. The training will be delivered in Albanian language. At the end of each training event participants should receive a certificate of attendance. During training delivery, the training facilitator(s) should strive to flexibly utilise as many practical and relevant examples as possible. They should make use - to a large extent – of guest speakers and of training participants’ own experiences and seek to generate and moderate discussions based on them. In addition, the training facilitator(s) should make discrete use of ice-breaking and brainstorming exercises, ahead of and in between sessions, focusing largely on group reactions that do not necessarily

require each individual participant's feedback. Relevant information on the training initiatives carried out by other donors as well as previous projects that have dealt with DPOs need to be identified and considered in order to learn about their success and limitations and to avoid unnecessary duplications or overlapping.

The Service Provider will be responsible for the logistics and all other necessary arrangements for the capacity building activities, including transport of participants to/from training location if and when necessary, facilitating their accommodation and meals, and taking into due consideration the participants' needs for accessibility to the premises, communication and information.

In order to establish contacts with DPOs' representatives interested to participate in the training events, the Service Provider will use the data source generated by the programme through a recent Call for Expression of Interest addressed to DPOs purposely for this assignment. Other available data sources with DPOs contacts may be used as well, in coordination with the UNDP LNB focal person.

Based on the data collected from the Call for Expression of Interest, the average number of participants interested to attend each training event is estimated to be between 32 - 35 persons, out of which an average of two participants will be from Berat, Burrel, Cerrik, Durres, Elbasan, Gjirokaster, Korçe, Laç, Shkoder and the rest from Tirana. **While it is estimated that the Service Provider will have to conduct 12 training events to cover all the suggested themes/topics, the participants for each training event will be divided into two groups of 15-18 persons each, hence the Service Provider will have to organise the delivery of all training events for two different groups. The 24 training events shall be organized and completed over a six-month period.** Regarding accessibility needs, the same data advise that it is necessary for all the premises of the training events to be wheelchair user-friendly, that four training events should avail of interpretation in the Albanian sign language, that seven training events should avail of written materials in audio-CD for at least one or two blind persons, and that in each training event one or two persons will be accompanied by their personal assistants.

All products of this assignment, especially the training modules and programmes, will, in each case, be reviewed and approved by the UNDP / LNB team.

Table - DPOs Capacity Building Matrix

MAIN THEMES			Days of training
	Training Topics /events		for a group of 15 -18 participants
			Total 23 days
1.	ORGANIZATION DEVELOPMENT		
	1.a	Organization of structure and workflow	2-day training
	1.b	Programme and strategic planning (including planning of service delivery)	2-day training
	1.c	Financial management and reporting	1- day training
2.	RESOURCE MOBILISATION		
	2.a	Sources of financing including fundraising	2-day training
	2.b	Writing proposals	2-day training
3.	PROJECT CYCLE MANAGEMENT		
	3.a	Programme planning implementation, monitoring, evaluation and reporting	2-day training

4.	ADVOCACY AND NETWORKING		
	4.a	Advocacy and lobbying including public speaking	3-day training
	4.b	Monitoring the implementation of social inclusion policies and programmes at local and national level	2-day training
	4.c	Networking and public relations, partnership with other organizations	2-day training
	4.d	Cooperation and partnership with the central and local government	1-day training
5.	RIGHTS OF PERSONS WITH DISABILITIES		
	5.a	Knowledge on the UN Convention of the Rights of Persons with Disabilities	2-day training
	5.b	Knowledge on national policy and legal framework for persons with disabilities	2-day training

4. Deliverables

The service provider will be responsible for delivering the following:

- An Inception Report comprising the detailed methodology of work, a detailed work plan including the sequence of actions and related calendar, and the initial outline for training modules on provided themes and topics
- A training manual for each of the five training modules covering the topics specified in the TORs, developed for building capacities of leaders, staff and activists of Disabled People's Organizations operating in Albania
- A range of adequate and diverse instruments (pre- and post-tests) developed to assess gained knowledge and increased capacities of the DPOs' representatives after each training session
- The training programmes and invitations prepared for each training event and the necessary logistic arrangements ensured/provided for the training delivery and participants
- Organisation and delivery of a total of 24 (twenty-four) residential training events (twelve events to take place twice) in Tirana, using the agreed modules. The average size of training groups is 15-18 participants for each event.
- A report prepared in English language for each module delivered (five in total), summarizing all relevant information, such as participants' structure, participants' feedback on delivered training and follow-up training, discussion points, comments, suggestions, including as annex to the report any tailored training materials
- A mid-term progress report in English language highlighting the major activities accomplished
- A Final Assignment Report in English language highlighting main results, including training evaluation for and by the target groups, lessons learned, challenges and recommendations for future capacity building work.

5. Timeframe and reporting

The work is expected to be completed within a period of 6 months from contract signature date. The inception report shall be submitted within two weeks from contract signature date.

The Contractor will report to LNB Project Manager, responsible for the respective contract at UNDP. All products of this assignment, in particular the training modules and agenda will be reviewed and approved by the UNDP/LNB team. The Contractor will implement all activities according to the agreed work plan.

6. Competencies and qualification required for the assignment

The Contractor/Service Provider should:

- Have at least 10 years of uninterrupted experience in developing and delivering capacity building programmes for civil society organisations, demonstrated through previous work on similar activities
- Avail of professional staff or demonstrate capacity (through signed pre-engagement declarations) of involving external professionals, trained and experienced in the fields specified in the TORs
- Demonstrate organizational and backstopping capacity
- Adhere to a policy of respect for human rights and diversity
- Previous experience with UNDP or other donor-financed projects will be an advantage.

Team Composition

The Service Provider should appoint a Team Leader and ensure that each training and follow-up training event are co-delivered by two professionals (experts).

The proposals should identify the personnel in charge to design and deliver the capacity building programme, specify their roles as team leader, technical experts, etc, explain which proposed personnel would be facilitating which training event, provide CVs and a biographical paragraph for key professionals. The team should be composed of trained and experienced individuals in the fields to be covered by the training programme, namely organizational development, resource mobilisation, project cycle management, advocacy and networking, rights of persons with disabilities.

A description of their responsibilities, qualifications, skills and professional experience is listed below.

Team Leader / capacity building expert

The team leader will be responsible for the overall coordination and quality control of the results/deliverables for this assignment and will guide the development and implementation process. S/he will be responsible for developing the methodology of work, promoting collaboration within the team, and fostering good communication with programme beneficiaries. S/he will be responsible to oversee the preparation and timely submission of deliverables. S/he will provide specific guidelines to the experts and promote a culture of collaboration, responsiveness, and transparency within the team. S/he will be responsible for the final product delivery and will also act as the main counterpart with UNDP. As a capacity building expert, s/he will be responsible for developing the methodology of capacity building programme and for designing the training and follow-up training modules. With regard to his/her role as training facilitator, the Service Provider should refer to tasks and requirements under the section "training facilitators" below.

Qualifications, skills and professional experience of the Team Leader should include:

- Advanced university degree in public policies, social policies, public administration, human rights, law, or closely related field of studies.
- Possess at least 10 years of significant professional experience in conducting development programs, preferably related to disability field, as well as proven work experience with civil society organizations.
- Proven training facilitation skills
- In-depth understanding of development challenges faced by CSOs/DPOs in Albania.
- Excellent analytical and reporting skills
- Excellent organizational and leadership skills
- Excellent communication and collaborative skills.
- Knowledge and understanding of human rights and social inclusion policies and programs in Albania is an asset.

Team Members / training facilitators

The number of team members/ training facilitators will be decided by the Service Provider.

They will be responsible to design and deliver a comprehensive training and coaching programme for DPOs' representatives in Albania, elaborate instruments for measuring capacities gained by DPOs, prepare reports for each conducted training and provide input to the final assignment report.

Qualifications, skills and professional experience of the expert should include:

- Master's degree in domains with relevance to the field(s) of expertise to cover in the frame of the present assignment.
- A minimum of 7 years of professional experience as training facilitator in the specific field(s) to cover in the frame of the present assignment, namely organizational development, resource mobilisation, project cycle management, advocacy and networking, rights of persons with disabilities. Good knowledge and understanding of social inclusion policies and programs in Albania;
- Excellent communication and collaborative skills.

7. Language requirements:

Full working knowledge of English and Albanian, including excellent report writing skills in both English and Albanian languages.

8. Supporting documentation

The following documents should be submitted in addition to other documentation described in the Instructions to the Offeror:

Legal Documents shall contain:

- Court Decision and/or QKR registration of the service provider;
- Certificate of registration in the tax office for the current year;

- Registration number (NIPT).

Technical documents shall contain:

- General experience of the service provider in offering similar services;
- List and CVs of the proposed team with indication of the position
- Minimum two references for past relevant experience of the service provider
- An outline of the Methodology of work informing on the approach that will be followed, quality assurance mechanisms that will be put in place and how the accessibility to the programme for persons with disabilities will be ensured.
- A Work Plan of implementation outlining how the Service Provider proposes to develop the sequence of activities and their delivery according to a timeline.