

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: 03 July 2013	
	REFERENCE: Training needs assessmentand development of training modules for Marine and Coastal Protected Areas involved personnel ¹	

Dear Sir / Madam:

We kindly request you to submit your Proposal for "Procurement of services which will contribute to the capacity building and deliver the Project outputs by undertaking a training needs assessment, design training modules based on the findings of the training needs assessment and provide training for trainers (ToT) on these modules".

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

Proposals may be submitted on or before 24 July 2013 at 14:00 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
procurement.al@undp.org

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.

¹Specialists, rangers and environmental inspector and rangers at local government and key stakeholders such as participating communities and businesses

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.

Zineb Touimi-Benjelloun Resident Representative

Sincerely yours,

Description of Requirements

Context of the Requirement	Albania has declared in 2010 its first marine protected area, as a result of an UNDP assisted project. In order to ensure the proper management of this area and to expand the marine protected areas, a new project has been designed and is currently under implementation in incipient stage. The project is titled "Improving Coverage and management effectiveness of marine and coastal protected areas". The goal of the project is to secure the long-term protection of Albania's unique coastal and marine biodiversity.		
	The immediate objective is to improve the coverage and management effectiveness of Albania's network of marine and coastal protected areas as an essential complement to its network of terrestrial protected area.		
	The project aims at removing existing systemic, regulatory and knowledge barriers.		
	The objective will be achieved through two outcomes:		
	i) Improved bio-geographical representation of marine and coast protected areas (MCPA), and		
	ii) Improved management arrangements for MCPAs, clarifying institutional settings and capacity building.		
	The immediate global biodiversity benefits include expanded protection coverage (by at least 13,000 ha) for unique marine, lagoon, wetland, and cape habitats hosting critically endangered, threatened and near-threatened species such as Loggerhead and Leatherback turtles, Mediterranean seal, Dalmatian pelican, threatened birds-of-prey and fish species, corals, sponges, sea-grasses and other important habitats and species.		
Implementing Partner of UNDP	UNDP		
Brief Description of the Required Services ²	Based on the training modules listed in the ToRs, the Training NeedsAssessment (TNA) will assesstheurgent needs and target audience(s) for training; review and, in consultation with the Project office, revise the proposed training framework described below through a TNA brainstorming workshop with relevant stakeholders; specify the best modalities for providing training including building on other national and international training initiatives and materials; design and provide training curriculum/materials for trainers and trainees; obtain approval for the training for trainer materials; and conduct training of trainers (TOTs) for the key target audiences identified;		

 $^{^{2}}A$ detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Module 1: Course framework and team building

Module 2. Basics of biodiversity conservation

- Conservation biology (e.g. species, ecosystem aspects);
- Classification/categories of internationalProtected Areas (PA);
 national PA Network and contribution of Albanian PA network to the Regional (Natura 2000 etc.) and Global PA;
- Regional and globally endangered wildlife (fauna and flora) species and their conservation.

Module 3. Legal and policy considerations

- Legal basis for PA (generally and specifically) including 'Law on PA' but not only (eg. Laws and by laws which address PA management issues, responsible bodies/patterns for the enforcement/implementation of legal provisions and sanctions such as laws regarding biodiversity, integrated water resource management, trans-boundary lakes, sea protection, etc);
- Allowed and disallowed activities by time/place (closed periods/closed areas);
- Monitoring and reporting obligations;
- Charging for access and use;
- Collection of evidence for offences;
- Powers of arrest/arresting officers/procedures etc.

Module 4. PA Planning

- PA management plans (including Buffer area planning)
- PA business planning
- PA Tourism development and land use planning (if needed be)
- Habitat and species management (habitat and species action plans)
- Standard template for development of the management plans for the PAs (approved recently from the Ministry of Environment)

Module 5. Administration

- Accounts, payroll etc;
- Reporting;
- Preparation of budgets;
- Maintenance (may be outsourced);
 - o infrastructure (trails, signage etc);
 - o equipment (vehicles, vessels, radios, office equipment);
 - o waste management (may be outsourced);
- Habitat and species management (habitat and species action plans)
- Specialists/experts and units established from the Local governance
 Units, as interested parties and directly involved with the PA
 managementdeveloping project cycles /project fiches, according to
 appropriate methodologies that enable efficient
 application/implementation of the management plan; revenue

- generation (ticketing, leases, concessions, funding proposals etc);
- staff recruitment and conditions of servicestaff scheduling of duties:
 - ✓ patrolling
 - ✓ paperwork
 - √ training

Module 6. Public participation

- Consultative processes (using the systems proposed for the forum as a model);
- Outreach/communications;
 - o local communities;
 - o visitors;
- Visitor management
 - o amenities;
 - o control of access by ticketing and/or area closures

Module 7. Monitoring

- Methodology for data collection during observation, surveys and field trips
- Field Monitoring (BD, invasive species, changes in ecosystem and abiotic environment etc.)
- Data compiling and analysis
- management effectiveness indicators operational
- Management effectiveness indicators natural (status of natural assets for which the area is designated. Monitoring may be centralised and/or outsourced)

Module 8.Operational patrolling (According to relevant quality procedures for each of the above modules)

- Course structure and team building
- Biodiversity conservation
- Legal considerations
- Planning
- Administration
- Public participation
- Monitoring

Module 9. Technical extension services for site managers on costeffective management and conservation approaches

- Practice modules developed for MCPA managers;
- PA management and business planning;
- Setting and running participatory PA Management Boards;
- Use of the Management Effectiveness Tracking Tool;
- Approaches to conflict resolution;
- Action planning for the activities foreseen in the PA management planning (and business planning thereof).

Specific deliverables under each of the above package are:
A: Training Needs Assessment
B: Designing of Training Materials

List and Description of Expected Outputs to be Delivered

A: Training Needs Assessment

C: Training of Trainers (TOT)

The entity will conduct training needs assessment specifying the target audience(s) and urgent training needs and confirm/revise the curriculum framework described above accordingly. The proposed target audience is provisionally proposed as. PA Head, Specialists, rangers and and environmental inspector and rangers at local government and key stakeholders such as participating communities and businesses). The consultant/firm in the relevant fields under each package willi dentify gaps and conduct an analysis of exiting training initiatives, institutional expectations, actual delivery, existing and desired competencies, knowledge and skills of the relevant target audiences. The consultant/firm will conduct the TNA exercise using the latest toolse.g.structured interviews,focus group discussion, study relevant materials, etc. Based on TNA results,the consultant/firm will determine the training objectives,training planand identify type and number of beneficiaries and the modality of training. Where possible the modality of training should identify and complement existing relevant international (for example the Programme of Works on Protected Arease-training framework 3), and regional 4, 5.

B: Designing of Training Materials

The entity will design a Manual for Trainers, HandBook for Participants, PowerPoint Presentation and other teaching tools needed for TOTs.

The entity will engage experts in developing training materials. The materials will be finalized in consultation with UNDP, Ministry of Environment and relevant stakeholders. The material developed will cater to needs of the respective target audiences aiming to bridge capacity gaps of duty bearers with overall objective of enhancing service delivery and contributing to effective and speedy provision of justice.

Where possible the modalities of training should complement existing relevant national and regional training initiatives and should meet national qualification certification standards so that the courses can be certified

³https://www.conservationtraining.org/mod/page/view.php?id=2864

⁴Di Carlo G., Lopez A., Staub F., 2012. Capacity building strategy to enhance the management of MPAs in the Mediterranean Sea.Commissioned by WWF MedPO / MedPAN / UNEP/MAP/RAC/SPA.19 pages + Annexes. Http://extranet.medpan.org/ upload/1965.zip

⁵UNEP CEP (2007). Manual. Training of trainers on marine protected areas management in the Caribbean. United Nations Environmental Programme, Caribbean Environmental Programme. Http://www.cep.unep.org/publications-and-resources/promotional-material/publications/spaw/tot-manual-english/complete-document/at download/file

	accordingly.		
	C: Training of Trainers (TOT)		
	TOT will be jointly conducted with the state training institutions and it will seek to use existing training infrastructure/ facilities. The process will be rolled out in a manner to ensure institutionalization of trainings. Experts/trainers will be deployed to establish a pool of master trainers in each sector/subject/curriculum. This group will be then positioned to conduct trainings for the respective target audiences. The trainers will be selected from the partner training institutions. The consultant/firm will be responsible to conduct TOTs and provide necessary training tools to rollout the training to target audiences in an effective way.		
Person to Supervise the			
Work/Performance of the Service Provider	Project manager		
Frequency of Reporting	 After 2 months of contract signature the outline will be delivered and accepted by the project management unit. After 4 months the draft will have been consulted and received the experts and stakeholder comments. By the end of 6 months the draft will be finalized and endorsed from the Ministry of Environment, Forests and Water Administration. By the end of 10 months the TOT will have been undertaken and a training delivery and uptake assessment report prepared 		
Progress Reporting Requirements	Written communication		
	□Project area and Marine coastal areas		
Location of work	X At Contractor's Location		
Expected duration of work	 Time Frame The duration of the assignment will be 10 months. The indicative allocation will be the following: After 2 monthsof the contract signaturethe outline will be delivered and considered by project team; End of month 4 the first draft will be delivered; End of month 6 final draft accepted by the government counterparts (comments included into the document); By the end of 10 months the ToT will have been undertaken and a training delivery and uptake assessment report prepared. 		
Target start date	1 September 2013		
Latest completion date	30 June 2014		
Travels Expected	Yes		

Special Security Requirements	□ Security Clearance from UN prior to travelling □ Completion of UN's Basic and Advanced Security Training □ Comprehensive Travel Insurance □ Others N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	☐ Office space and facilities ☐ Land Transportation ☐ Others [pls. specify] N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	☑Required □Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	☑Required □Not Required
Currency of Proposal	□United States Dollars □Euro □Local Currency (Albanian leke)
Value Added Tax on Price Proposal ⁶	✓must be inclusive of VAT and other applicable indirect taxes □must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	☐ 60 days ☐ 90 days ☑ 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	☑Not permitted ☐Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]
Payment Terms ⁷ Person(s) to review/inspect/	Upon provision of the required set of deliverables

⁶VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

requiring the service.

TUNDP 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.

approve outputs/completed services and authorize the disbursement of payment	Programme Associate			
Type of Contract to be Signed	□ Purchase Order □ Institutional Contract □ Contract for Professional Services □ Long-Term Agreement ⁸ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) □ Other Type of Contract [pls. specify]			
Criteria for Contract Award	□ Lowest Price Quote among technically responsive offers □ Highest Combined Score (based on the 70% technical offerand 30% price weight distribution) □ Full acceptance of the UNDP Contract General Terms and Conditions(GTC). This is a mandatory criteria 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	Technical Proposal (70%) ☑Expertise of the Firm (30 %) ☑Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (50%) ☑Management Structure and Qualification of Key Personnel (20%) Financial Proposal (30%) To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.			
UNDP will award the contract to:	☑One and only one Service Provider ☐One or more Service Providers, depending on the following factors :[Clarify fully how and why will this be achieved. <u>Please do not choose this option without indicating the parameters for awarding to multiple Service Providers</u>]			
Annexes to this RFP ⁹	 ☑Form for Submission of Proposal (Annex 2) ☑General Terms and Conditions / Special Conditions (Annex 3)¹⁰ ☑Detailed TOR ☐Others¹¹[pls. specify] 			

⁸ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

⁹ Where the information is available in the web, a URL for the information may simply be provided.

¹⁰Service 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.

Contact Person for Inquiries (Written inquiries only) ¹²	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:	

¹¹A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.
12This 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 PROPOSAL¹³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery14)

[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 RFPdated[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) Track Record list of clients forsimilar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- d) Certificates and Accreditation including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- e) 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.

¹³This serves as a guide to the Service Provider in preparing the Proposal.

¹⁴ 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.

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

D.

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3			
04. 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				
a. Expertise 1				
b. Expertise 2				
c. Expertise 3				
II. Artifacts & Displays				
Production/ Purchase				
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.
- 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,
 - 13.2.2.2any 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.
- Arbitration: Any dispute, controversy, or claim between the Parties arising out of 16.2 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. 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 (TORs)

TRAINING NEEDS ASSESSMENT

Project background:

Albania has declared in 2010 its first marine protected area, as a result of an UNDP assisted project. In order to ensure the proper management of this area and to expand the marine protected areas, a new project has been designed and is currently under implementation in incipient stage. The project is titled "Improving Coverage and management effectiveness of marine and coastal protected areas". The goal of the project is to secure the long-term protection of Albania's unique coastal and marine biodiversity.

The immediate objective is to improve the coverage and management effectiveness of Albania's network of marine and coastal protected areas as an essential complement to its network of terrestrial protected area.

The project aims at removing existing systemic, regulatory and knowledge barriers.

The objective will be achieved through two outcomes:

- iii) Improved bio-geographical representation of marine and coastal protected areas (MCPA), and
- iv) Improved management arrangements for MCPAs, clarifying institutional settings and capacity building.

The immediate global biodiversity benefits include expanded protection coverage (by at least 13,000 ha) for unique marine, lagoon, wetland, and cape habitats hosting critically endangered, threatened and near-threatened species such as Loggerhead and Leatherback turtles, Mediterranean seal, Dalmatian pelican, threatened birds-of-prey and fish species, corals, sponges, sea-grasses and other important habitats and species.

Objective of Consultancy

The consultant/firm would contribute to the capacity building interventions to deliver the Project outputs by undertaking a trainging needs assessment, design training modulesbased on the findings of the training needs assessment and provide training for trainers for these modules.

Scope of Work

Based on the training modules listed below the Training Needs Assessment (TNA) will: assess the urgent needs and target audience(s) for training; review and, in consultation with the project team, revise the proposed training framework described below through a TNA brainstorming workshop with relevant stakeholders; specify the best modalities for providing training including building on other national and international training initiatives and materials; design and provide training curriculum/materials for trainers and trainees; obtain approval for the training for trainer materials; and conduct training of trainers (TOTs) for the key target audiences identifies:

Module 1: Course framework and team building

Module2. Basics of biodiversity conservation

- Conservation biology (e.g. species, ecosystem aspects);

- Classification/categories of international protected areas(Pas) national PA Network and contribution of Albanian PA network to the Regional (Natura 2000 etc.) and Global PA;
- Regional and globally endangered wildlife (fauna and flora) species and their conservation.

Module3. Legal and policy considerations

- Legal basis for protected area (generally and specifically) including 'Law on PA' but not only (eg. Laws and by laws which address PA management issues, responsible bodies /patterns for the enforcement/implementation of legal provisions and sanctions such as laws regarding biodiversity, integrated water resource management, trans-boundary lakes, sea protection, etc);
- allowed and disallowed activities by time/place (closed periods/closed areas)
- monitoring and reporting obligations
- charging for access and use
- collection of evidence for offences
- Powers of arrest/arresting officers/procedures etc.

Module 4. PA Planning

- PA management plans (including Buffer area planning);
- PA business planning;
- PA Tourism development and land use planning (if needed be);
- Habitat and species management (habitat and species action plans);
- Standard template for development of the management plans for the PAs (approved recently from the Ministry of Environment).

Module 5. Administration

- Accounts, payroll etc
- Reporting
- Preparation of budgets
- Maintenance (may be outsourced)
 - o infrastructure (trails, signage etc)
 - o equipment (vehicles, vessels, radios, office equipment)
 - waste management (may be outsourced)
- Habitat and species management (habitat and species action plans);
- Specialists/experts and units established from the Local governance Units, as interested
 parties and directly involved with the PA managementdeveloping project cycles /project
 fisches, according to appropriate methodologies that enable efficient
 application/implementation of the management planrevenue generation (ticketing, leases,
 concessions, funding proposals etc).
- Staff recruitment and conditions of service
- staff scheduling of duties:
 - o patrolling
 - o paperwork
 - o training

Module 6. Public participation

- Consultative processes (using the systems proposed for the forum as a model);
- Outreach/communications;
 - o local communities
 - o visitors
- Visitor management;
 - o Amenities
 - o control of access by ticketing and/or area closures

Module 7. Monitoring

- Methodology for data collection during observation, surveys and field trips;
- Field Monitoring (BD, invasive species, changes in ecosystem and abiotic environment etc.):
- Data compiling and analysis;
- management effectiveness indicators operational;
- Management effectiveness indicators natural (status of natural assets for which the area is designated. Monitoring may be centralised and/or outsourced).

Module 8.Operational patrolling (According to relevant quality procedures for each of the above modules)

- Course structure and team building
- Biodiversity conservation
- Legal considerations
- Planning
- Administration
- Public participation
- Monitoring

Module 9. Technical extension services for site managers on cost-effective management and conservation approaches

- Practice modules developed for MCPA managers;
- PA management and business planning;
- Setting and running participatory PA Management Boards;
- Use of the Management Effectiveness Tracking Tool;
- Approaches to conflict resolution;
- Action planning for the activities foreseen in the PA management planning (and business planning thereof).

Specific deliverables under each of the above package are:

A: Training Needs Assessment

The entity will conduct training needs assessment specifying the target audience(s) and urgent training needs and confirm/revise the curriculum framework described above accordingly. The proposed target audience is provisionally proposed as. PA Head, Specialists, rangers and and environmental inspector and rangers at local government and key stakeholders such as participating communities and businesses). The consultant/firm in the relevant fields under each

package willi dentify gaps and conduct an analysis of exiting training initiatives, institutional expectations, actual delivery, existing and desired competencies, knowledge and skills of the relevant target audiences. The consultant/firm will conduct the TNA exercise using the latest toolse.g.structured interviews,focus group discussion,study relevant materials,etc.Based on TNA results, the consultant/firm will determine the training objectives, training planand identify type and number of beneficiaries and the modality of training. Where possible the modality of training should identify and complement existing relevant international (for example the Programme of Work on Protected Areas e-training framework 15), and regional 16, 17

B: Designing of Training Materials

The entity will design a Manual for Trainers, HandBook for Participants, PowerPoint Presentation and other teaching tools needed for TOTs.

The entity will engage experts in developing training materials. The materials will be finalized in consultation with UNDP, Ministry of Environment and relevant stakeholders. The material developed will cater to needs of the respective target audiences aiming to bridge capacity gaps of duty bearers with overall objective of enhancing service delivery and contributing to effective and speedy provision of justice.

Where possible the modalities of training should complement existing relevant national and regional training initiatives and should meet national qualification certification standards so that the courses can be certified accordingly.

C: Training of Trainers (TOT)

TOT will be jointly conducted with the state training institutions and it will seek to use existing training infrastructure/ facilities. The process will be rolled out in a manner to ensure institutionalization of trainings. Experts/trainers will be deployed to establish a pool of master trainers in each sector/subject/curriculum. This group will be then positioned to conduct trainings for the respective target audiences. The trainers will be selected from the partner training institutions. The consultant/firm will be responsible to conduct TOTs and provide necessary training tools to rollout the training to target audiences in an effective way.

Time Frame

The duration of the assignment will be 10 months. The indicative allocation will be the following:

• After 2 months of the contract signature the outline will be delivered and considered by project team;

15https://www.conservationtraining.org/mod/page/view.php?id=2864

¹⁶Di Carlo G., Lopez A., Staub F., 2012. Capacity building strategy to enhance the management of MPAs in the Mediterranean Sea.Commissioned by WWF MedPO / MedPAN / UNEP/MAP/RAC/SPA.19 pages + Annexes. Http://extranet.medpan.org/ upload/1965.zip

¹⁷UNEP CEP (2007). Manual. Training of trainers on marine protected areas management in the Caribbean. United Nations Environmental Programme, Caribbean Environmental Programme. Http://www.cep.unep.org/publications-and-resources/promotional-material/publications/spaw/tot-manualenglish/complete-document/at_download/file

End of month 4 the first draft will be delivered;

 End of month 6 final draft accepted by the government counterparts (comments included into the document);

 By the end of 10 months the ToT will have been undertaken and a training delivery and uptake assessment report prepared.

Company requirements

The entityshall have:

a) Minimum 5 years' experience in provision of similar consulting services, preferably in marine biodiversity and protected areas, or a related field;

b) A track record of at least 3-5 similar successfully completed assignments; Contact details of the clients for reference check should be provided (e-mail addresses or fax number for contact persons);

c) The necessary skills and capacity to organize the missions and the work of the team of experts;

d) The Contractor shall offer a team of qualified experts with extensive experience in the fields relevant to this assignment.

Team composition and expertise pattern required:

1. Biodiversity (Team Leader);

2. Environmental economics (PA financing);

- 3. Communication (Social dev. Public relation and Gender) and/or Institutional setup / rural development;
- 4. PA management and business planning expert;

Legal expert.

CVs of the proposed team members shell be submitted, clearly stating their relevance and the areas that will cover and their qualifications for this assignment.

Given the marine biodiversity profile/scope of the project, companies are strongly encouraged to include experts from this very subject.

Qualifications of the Team Leader:

- a) University degree in marine biodiversity, environment management, earth sciences or other relevant disciplines. Advanced degree preferable;
- b) At least 10 years of professional experience in marine ecosystem management, related strategic planning, marine research or fields related to marine ecosystem management and planning;

c) At least 5 years of international experience;

d) Proven record of managing of at least 5 relevant projects;

e) Excellent knowledge of international best practices in sustainable marine ecosystem management;

f) Good knowledge of the role of concerned stakeholders in marine ecosystem (PA) development and the models of co-operation, organization and synergies;

- g) Experience in similar areas/regions, in particular in the Mediterranean countries will be an advantage;
- h) Proven ability of managing marine biodiversity (MCPA) projects and leading expert teams;
- i) Excellent analytical, communication and organizational skills;
- j) Excellent command of English language.

Qualifications of the Team members:

- a) University degree in marine biodiversity studies and/or marine ecosystem strategic planning /management and other disciplines as specified in the above paragraph for the team expertise pattern;
- b) At least 5 years of professional work experience in MCPA planning and management or related fields. Previous work in marine biodiversity research is an advantage;
- c) Good analytical and writing skills;
- d) Excellent command of English language;
- e) Good communicative and organizational skills.