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**REQUEST FOR PROPOSAL (RFP)**

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| NAME & ADDRESS OF FIRM | DATE: 25 November 2019 |
| REFERENCE: “United Nations Joint Programme “Leave No One Behind”” |

Dear Sir / Madam:

We kindly request you to submit your Proposal for**“Supporting the Accessibility Action Plan 2019-2021 for the Inclusion of Persons with Disabilities in Albania”.**

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

Proposals may be submitted on or before **9nd December 2019 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***

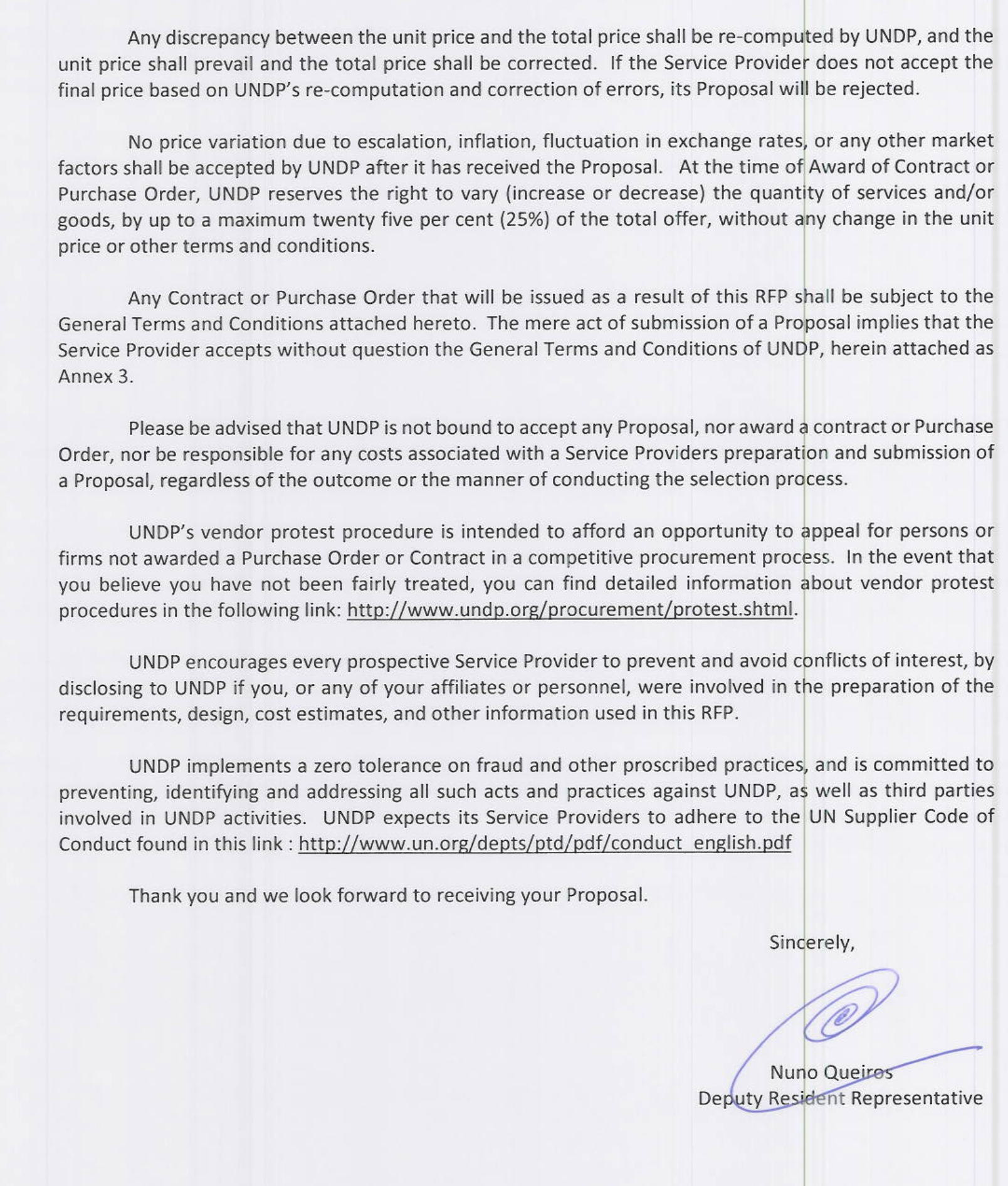
***UNDP Procurement team***

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.



**Annex 1**

**Description of Requirements**

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| Context of the Requirement | **“Supporting the Accessibility Action Plan 2019-2021 for the Inclusion of Persons with Disabilities in Albania”**  “Leave No One Behind” UN Joint Programme |
| Implementing Partner of UNDP | UNDP |
| Brief Description of the Required Services | UNDP, in the frame of the United Nations Joint Programme “Leave No One Behind”, is inviting qualified service providers (local NGOs) to submit a proposal to support the Ministry of Health and Social Protection with the coordination and implementation of the Accessibility Action Plan 2019-2021 for the Inclusion of Persons with Disabilities in Albania.  The purpose of this RFP is to invite proposals from non-governmental organizations to:   1. Coordinate the work of the Accessibility Inter-ministerial Working Group members on collecting proposals for changes to the existing accessibility legislation as well as on initiating the related drafting processes; 2. Assist three municipalities to analyze the accessibility situation and develop bi-annual local accessibility action plans through a participatory process; 3. Establish, in the three selected municipalities, local stakeholders’ networks, capacitated to develop awareness raising activities for local stakeholders, as well as to monitor, evaluate and report on the implementation of the local accessibility action plans; 4. Support, in each of the three selected municipalities, the local stakeholders’ network to produce materials promoting accessibility issues and monitor the implementation of the bi-annual local accessibility plan and prepare the two first semi-annual reports; 5. Support the MoHSP with the preparatory work for the organization of the 2nd National Conference on Accessibility;   For more information please refer to Annex 4 (TORs) |
| List and Description of Expected Outputs to be Delivered | * Inception report detailing the proposed work methodology and work plan and providing the outline of the capacity building activities and local accessibility action plans; * The detailed 2 - year National Accessibility Action Plan; * A document encompassing the government institutions’ recommendations for changes to the existing Accessibility Policy, Legislation and Standards and quarterly information on the legislation changes undertaken; * Local Accessibility Action Plans developed in the three selected municipalities and the organization of an event at one of the project sites to launch them; * Local accessibility networks established in the three selected municipalities and a document describing their mission, functions and composition; * A training and mentoring programme on accessibility awareness raising and monitoring for local accessibility networks designed and a total of 30 mentoring days and 6 info sessions delivered in the three selected municipalities; * A TV spot promoting the accessibility for persons with disabilities developed in each of the three project sites and broadcasted; * The two first semi-annual Monitoring Report of the Local Accessibility Action Plan for each of the three selected municipalities drafted and submitted; * Minutes of the preparatory meetings of the 2nd National Conference on Accessibility submitted, programme, agenda, and list of invitees proposed; * Quarterly, semi and annual reports (in English language) highlighting the major activities accomplished and results achieved; * Final assignment report (in English language) summarizing the work carried out and enclosing all related materials.   For more information please refer to Annex 4 (TORs) |
| Person to Supervise the Work/Performance of the Service Provider | Programme Coordinator of the UN Joint Programme “Leave No One Behind” |
| Frequency of Reporting | Quarterly, five times |
| Progress Reporting Requirements | Narrative and financial reporting as linked to deliverables |
| Location of work | ☐ Exact Address/es :  ☑ At Contractor’s Location |
| Expected duration of work | 14 months, December 2019 to March 2021 |
| Target start date | 20 December 2019 |
| Latest completion date | March 2021 |
| Travels Expected | in 3 Municipalities (Permet, Pogradec, Lezhe) |
| 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 | ☑ must be inclusive of VAT and other applicable indirect taxes  **"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 organization makes reference to.**    **In case of non for-profit organizations, 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 organization meets all the conditions stipulated in article 2 of Decision 953."**  ☐ 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[[1]](#footnote-1) | Upon provision of the required set of deliverables |
| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | Programme Coordinator of the UN Joint Programme “Leave No One Behind” |
| Type of Contract to be Signed | ☐ Purchase Order  ☐ Institutional Contract  ☑ Contract for Professional Services  ☐ Long-Term Agreement *(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 offer and 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 (25%)  ☑ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (20%)  ☑ Management Structure and Qualification of Key Personnel (25%)  **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. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]* |
| Annexes to this RFP | ☑ Form for Submission of Proposal (Annex 2)  ☑ General Terms and Conditions / Special Conditions (Annex 3)[[2]](#footnote-2)  ☑ Detailed TOR  ☐ Others[[3]](#footnote-3) *[pls. specify]* |
| Contact Person for Inquiries  (Written inquiries only)[[4]](#footnote-4) | UNDP Albania Procurement Unit  [*Procurement.al@undp.org*](mailto:Procurement.al@undp.org)  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** |

**Annex 2**

**FORM FOR SUBMITTING SERVICE PROVIDER’S PROPOSAL[[5]](#footnote-5)**

***(This Form must be submitted only using the Service Provider’s Official Letterhead/Stationery[[6]](#footnote-6))***

[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:

1. **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:*

1. *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
2. *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
3. *Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
4. *Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
5. *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
6. *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.*
7. **Proposed Methodology for the Completion of Services**

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| *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.* |

1. **Qualifications of Key Personnel**

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

1. *Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
2. *CVs demonstrating qualifications must be submitted if required by the RFP; and*
3. *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)*

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| --- | --- | --- | --- |
|  | **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 | …. |  |  |
|  | Total | 100% |  |

1. **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]*

**Annex 3**

## 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.

1. **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.

**Annex 4**

Terms of Reference (TOR)

**“Supporting the Accessibility Action Plan 2019-2021 for the Inclusion of Persons with Disabilities in Albania”**

UNDP, in the frame of the United Nations Joint Programme “Leave No One Behind”, is inviting qualified service providers (local NGOs) to submit a proposal, no later than 9 December 2019, to support the Ministry of Health and Social Protection with the coordination and implementation of the Accessibility Action Plan 2019-2021 for the Inclusion of Persons with Disabilities in Albania.

**1. Background**

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 indirectly and directly benefit from improved social services, are the marginalized populations of Albania, with children and women often being the most vulnerable, along with Roma and Egyptians as well as persons with disabilities. The improvement of their social inclusion are 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 covers all of Albania by improving social service provision across all 61 municipalities, however specific geographic foci are 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 cooperate with state actors from central and local level, with civil society organizations and directly with target groups.

**2. Objective of the assignment:**

LNB Programme attaches a special importance to the implementation of the UN Convention on the Rights of Persons with Disabilities. People with disabilities in Albania face many barriers to full participation in the socio-economic life of the country. Despite the adoption of a range of policies, legislation and measures for the inclusion of persons with disabilities, accessibility remains a challenging issue. Accessibility requires the elimination of obstacles in relation to buildings, roads, transportation and other indoor and outdoor facilities including schools, housing, medical facilities and workplaces, electronic service, emergency services and information and communications services.

To ensure that the accessibility for persons with disabilities is promoted and improved, the Ministry of Health and Social Protection announced 2019 as the Accessibility Year.

In support to this initiative, based on an order issued on 5 April 2019 by the Prime Minister’s Office, it was established an inter-ministerial working group (IMWG) for “An accessible environment for all”, composed by the deputy ministers of 7 ministries ( Health and Social Protection, Infrastructure, Interior, Education, Justice, Environment and Tourism, Finance and Economy) and representatives from the Construction Studies Institute, National Housing Agency, NAIS, Local Self-Government Support Agency, and University of Civil Engineering.

According to the order, the IMWG is in charge of: a) convening a National Conference on Accessibility, b) establishing, based on the Conference recommendations, a plan of action for improving the accessibility- related legislation, standards and implementation, and c) establishing a monitoring and awareness raising network at regional/local level.

In this context, the IMWG organized in May 2019 a National Conference with the participation of representatives from central, regional and local government institutions, civil society including organizations of persons with disabilities, academia, National Human Rights Institutions, and donors. The Conference shed light on the current situation of accessibility in the country and came up with a set of recommendations suggesting: a) the review of the existing accessibility legal and policy framework to identify gaps and propose solutions, b) the development and implementation of a communication plan for government and non-government entities all over the country to raise awareness and increase knowledge about accessibility; c) the development and implementation of local accessibility plans of actions and the participatory monitoring of their implementation, d) the formal institution of initial and continuous training courses on accessibility standards and norms for in-duty and aspirant professionals of construction industry and other areas concerned by accessibility; and e) the organization of the 2nd National Conference on Accessibility.

The IMWG under the coordination and guidance of the Ministry of Health and Social Protection translated these recommendations into a two-year Action Plan and engaged in its implementation. While the MHSP is fully committed to coordinate and guide the work under this Plan for successfully ensuring more accessible spaces and services for persons with disabilities, it is noticed a serious shortage of human capacities to fulfill this role. Hence, the MHSP requested the support of LNB programme.

Therefore, UNDP is seeking to recruit a professional Service Provider (a local NGO) to assist MHSP in implementing the actions recommended by the 1st National Conference on Accessibility held in the framework of the Government’s initiative for 2019-2021 Accessibility Years.

The overall goal of this assignment is to ensure that the members of the Inter-Ministerial Working Group for “An accessible environment for all” are well coordinated and guided to successfully implement, monitor and report on the Two-year Plan of Action for Accessibility contributing to removal of barriers for persons with disabilities, hence to their social inclusion in the life of the country.

**3. Scope of Work and Methodology**

The Service Provider’s team of experts will be in charge of:

1. Supporting the MoHSP to further detail the actions of the plan with specific activities, responsible institutions, indicators and timeline;
2. Coordinating, in close cooperation with the MHSP, the work of the IMWG members on collecting from their line ministries or institutions, proposals for changes to the existing accessibility legislation, standards and regulations as well as on initiating and progressing with the related drafting processes;
3. Assisting Permet (small size), Pogradec (medium size) and Lezha (big size) municipalities to analyze the accessibility situation of public spaces and buildings in their respective territories and develop bi-annual local accessibility action plans through a participatory process;
4. Organising, in cooperation with the selected municipalities and the MoHSP, an event to launch the local accessibility action plans;
5. Establishing, in the three selected municipalities, local stakeholders’ networks, capacitated through info days and mentoring, to design and develop awareness raising activities for local government institutions, civil society including organizations of persons with disabilities, professionals of both construction industry and information technology, businesses and the large public, as well as to monitor, evaluate and report on the implementation of the local accessibility action plans;
6. Supporting, in each of the three selected municipalities, the local stakeholders’ network to produce and broadcast a TV spot promoting accessibility issues;
7. Supporting, in each of the three selected municipalities, the local stakeholders’ network to monitor the implementation of the bi-annual local accessibility plan and prepare the two first semi-annual reports including recommendations for changes to the existing accessibility-related practices or policy, legislation and regulatory frameworks;
8. Supporting the MoHSP with the preparatory work for the organization of the 2nd National Conference on Accessibility;
9. Preparing the periodic assignment reports.

The coordination of the work on legislation changes recommendations will highly depend on the capability to mobilize IMWG members to engage their institutions in quickly concluding and providing input on needed improvements.

The elaboration of local accessibility action plans will serve as guidance for all duty bearers at local level to develop measures to remove various barriers for persons with disabilities and mobilize the necessary funds. A series of consultations should be held with key stakeholders such as municipal authorities, CSOs or other institutions that have a vested interest. The developed plans will serve as models for replication to other municipalities.

An essential part of the assignment will be the creation of local networks involving a broad range of stakeholders, including persons with disabilities and their representatives organisations, aiming to raise awareness on accessibility for officials, specialists, CSOs and businesses whose work and activity implies direct or indirect responsibilities for persons with disabilities and their life in the community and to participate at monitoring and reporting on the implementation of the local action plans and make accountable the duty bearers.

Building capacities of local accessibility networks’ members through info sessions and mentoring to enable them playing their role will constitute another important intervention of this assignment. The involvement of Disabled People’s Organisations in the capacity building activities and in the monitoring processes is crucial to ensure that the needs and the voice of the group are taken into consideration. Capacity building activities shall comprise the organization of two info sessions and ten days of mentoring in each of the three selected project sites.

The 2nd National Accessibility Conference is expected to be organized by the MoHSP in May 2021 as a concluding event of the 2-year Accessibility Action Plan where the broad range of stakeholders involved in improving the accessibility situation for persons with disabilities in Albania will be able to show achievements and discuss challenges faced, lessons learned and the way forward. Under the present assignment, the Service Provider is requested to support the MoHSP with the preparation of the Conference works, including the organization of the IMWG preparatory meetings, the drafting of the programme and agenda and the identification of the participants/invitees.

The assignment implies also logistic arrangements for the capacity building activities and, as appropriate, the accommodation of persons with disabilities’ needs for accessibility.

Finally, the assignment assumes that the MoHSP will ensure the Service Provider’s access to the IMWG’ s members and local authorities of the selected municipalities.

All products of this assignment will be reviewed by the MHSP and approved by the UNDP / LNB team.

**4. Deliverables and timeline**

* Inception report detailing the proposed work methodology and work plan and providing the outline of the capacity building activities and local accessibility action plans;
* The detailed 2 - year National Accessibility Action Plan;
* A document encompassing the government institutions’ recommendations for changes to the existing Accessibility Policy, Legislation and Standards and quarterly information on the legislation changes undertaken;
* Local Accessibility Action Plans developed in the three selected municipalities and the organization of an event at one of the project sites to launch them;
* Local accessibility networks established in the three selected municipalities and a document describing their mission, functions and composition;
* A training and mentoring programme on accessibility awareness raising and monitoring for local accessibility networks designed and a total of 30 mentoring days and 6 info sessions delivered in the three selected municipalities;
* A TV spot promoting the accessibility for persons with disabilities developed in each of the three project sites and broadcasted;
* The two first semi-annual Monitoring Report of the Local Accessibility Action Plan for each of the three selected municipalities drafted and submitted;
* Minutes of the preparatory meetings of the 2nd National Conference on Accessibility submitted, programme, agenda, and list of invitees proposed;
* Quarterly, semi and annual reports (in English language) highlighting the major activities accomplished and results achieved
* Final assignment report (in English language) summarizing the work carried out and enclosing all related materials.

The work is expected to be carried out within 14 months from December 2019 to March 2021. The inception report shall be submitted within two weeks from the signature date of the contract.

**5. Personnel** (estimated 150 expert days)

A team of six experts will have to be engaged for this assignment with the following detailed tasks:

* Development of a detailed work plan and related timeline for the assignment as well as of the outline of information and capacity building activities, review and monitoring reports and action plans
* Coordination of stakeholders’ joint work for drafting the anticipated legislation-related documents and monitoring reports
* Guidance of local government and other stakeholders to establish accessibility action plans in the selected municipalities
* Guidance and mentoring of the local stakeholders to establish accessibility networks, develop awareness-raising products and conduct monitoring activities in the selected municipalities
* Designing and delivery of capacity building activities for the local accessibility networks and in response to the main assignment objectives
* Production of the assignment report with all outputs produced.

The team will be composed as follows:

**Team leader and**

The Team Leader will be responsible for the overall coordination and quality control of the products delivered by this consultancy. S/He is expected to provide guidance and leadership to the team of experts with the aim of achieving the task assigned to them. She/he will be responsible to write the assignment report as indicated and according to the agreed outline. She/he is also expected to maintain virtual (electronic) communication during all phases of the assignment with UNDP, the LNB programme coordinator, and with other members of LNB team, as appropriate.

*Qualifications and Skills*

* Postgraduate degree in social sciences law or other relevant fields with a proven excellent analytical and communication skills
* Excellent knowledge of vulnerabilities, particularly persons with disabilities, and social inclusion challenges
* Significant experience in providing expertise on analyzing /designing/implementing socio-economic programmes for persons with disabilities
* Experience in organising capacity building activities for various stakeholders
* Excellent organizational and leadership skills
* Good creativity skills
* Fluency in written and spoken English

**Expert 1: Disability law expert**

The disability law expert will provide technical advice and input to the consultancy team with regard to the Convention on the Rights of Persons with Disabilities and the disability-related national and international legal and policy framework. The expert will provide input and support on the compilation of the recommendations for changes to the existing accessibility legal framework, elaboration of the local accessibility action plans, drafting of monitoring reports and delivery of capacity building activities. The expert will also provide input on the preparation of the final report and its main conclusions and recommendations.

*Qualifications and Skills*

* Postgraduate degree in law, human rights or a field relevant to the assignment
* Thorough understanding of disability policies, legislations and approaches
* Experience in providing expertise on promoting disability rights
* Prior experience in drafting and reviewing disability policies and legislation
* Excellent analytical and communication skills
* Fluency in written and spoken English

**Expert 2: Local government expert**

This expert will provide technical advice to the consultancy team with regard to the local accessibility situation and challenges. The expert will provide input on the elaboration and implementation monitoring of local accessibility action plans, preparation of relate monitoring report, the design and delivery of capacity building activities, the development of awareness raising outputs, and to the assignment report preparation.

*Qualifications and Skills*

* Postgraduate degree in social sciences or related fields
* Excellent knowledge of policy, legal, institutional and operational framework of de-concentrated and decentralized institutions at local level
* Prior experience in providing expertise to local governance mechanisms
* Prior experience in designing and conducting capacity building activities for various local stakeholders on disability-related issues
* Excellent analytical and communication skills
* Fluency in written and spoken English

**Experts 3, 4, 5: Physical, Communication & Information, and Transportation Accessibility experts**

These experts will provide technical advice on the preparation of the local accessibility action plans, be involved in their implementation monitoring processes, and contribute to the design and delivery of capacity building interventions as per their respective areas of expertise: construction, communication & information, and transportation. The experts will provide input on the work methodology and the preparation of the final assignment report.

*Qualifications and Skills*

* University degree in civil engineering/architecture (expert 3); in communication and information technology (expert 4); in transports (expert 5);
* Minimum five years of experience in the respective area of expertise;
* Excellent understanding of accessibility standards related to their respective areas of expertise;
* Prior experience in designing and conducting training for various stakeholders
* Experience and technical knowledge in the local governance sector would be an asset
* Ability to analyze issues and information and to prepare concise briefs and summaries on key ideas;
* Good technical network in the country (and possibly in the selected project sites)
* Excellent analytical and communication skills
* Fluency in written and spoken English

1. **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;
* Structure of the proposed team i.e. names and relevant positions of the key personnel that will perform the services indicating who is team Leader, who are supporting, etc.
* CVs demonstrating qualifications
* Written confirmation from each personnel that they are available for the entire duration of the contract
* Minimum two references for past relevant experience of the service provider
* An outline of the Methodology of work: The Service Provider must describe how it will address/deliver the demands of the RFP; providing an outline of the approach to take in response to the requirements of the Terms of Reference, 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.
* A Work Plan of implementation outlining how the Service Provider proposes to develop the sequence of activities and their delivery according to a timeline.

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.* [↑](#footnote-ref-1)
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.*  [↑](#footnote-ref-2)
3. *A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.* [↑](#footnote-ref-3)
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.* [↑](#footnote-ref-4)
5. *This serves as a guide to the Service Provider in preparing the Proposal.*  [↑](#footnote-ref-5)
6. *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*  [↑](#footnote-ref-6)