



Empowered lives.
Resilient nations.

**REQUEST FOR PROPOSAL (RFP)
(For Low-Valued Services)**

	DATE: September 16, 2016
	REFERENCE: UNDP/Economic and Social Empowerment for Roma and Egyptians – a booster for social inclusion (ESERE) Project

Dear Sir / Madam:

We kindly request you to submit your Proposal for: **“Alteration of four schools into community centers in the municipalities of Tirana, Durres, Berat and Shkodra”**.

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

Proposals may be submitted on or before **Wednesday, September 30, 2016 at 14:00 hrs.** via courier mail to the address below:

United Nations Development Programme Albania
Str. “Skenderbej”, Gurten Building, 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 **120 days**.

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

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

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

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

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

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

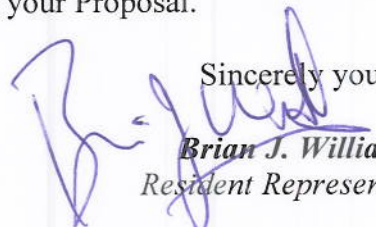
Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

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

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Brian J. Williams
Resident Representative

Description of Requirements

Context of the Requirement	Economic and Social Empowerment for Roma and Egyptians – a booster for social inclusion (ESERE) Project
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services ¹	<p>The purpose is to identify a professional service provider to: Alteration of four schools into community centers in the municipalities of Tirana, Durres, Berat and Shkodra.</p> <p>Detailed Terms of Reference are attached to this document as Annex 4.</p>
List and Description of Expected Outputs to be Delivered	<p>Four schools as community centers, specifically “Gjon Buzuku” in Tirana, “Eftali Koci” in Durres, “Shyqyri Lakra” in Berat and “Liria” in Shkodra:</p> <ol style="list-style-type: none"> 1. Inception report, reflecting the work plan and methodology for implementation of the model of school as community center and present it for approval to UNDP; 2. Four elementary schools with considerable numbers of Roma and Egyptian pupils agreed for applying the model of School as Community Center, in close consultation with ESERE project, MAS, Regional Directories of Education, municipalities etc. 3. Four local tailor made models of schools as community center designed, one in each ESERE project areas of intervention in Tirana, Durres, Shkoder and Berat, based on the needs of “Gjon Buzuku” in Tirana, “Eftali Koci” in Durres, “Shyqyri Lakra” in Berat and “Liria” in Shkodra schools, children and communities; 4. A detailed work plan with activities, timeline and budget for each of the four schools; Activities will start in October 2016 for each of selected school and will be designed with a special focus on: <ol style="list-style-type: none"> a) Fostering the partnership between school, children, families and community; b) Strengthening school staff capacity to work inclusively with families and the community; c) Supporting academic and personal development of children; d) Encouraging children and their families to engage in learning opportunities together;

¹A 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.

	<ul style="list-style-type: none"> e) Promoting intercultural dialogue, mutual understanding and a healthy, safe school climate; f) Promoting cooperation between school and the municipality, eventually leading to integrated services that minimize children's barriers to education. <ol style="list-style-type: none"> 5. Four elementary schools, specifically "Gjon Buzuku" in Tirana, "Eftali Koci" in Durres, "Shyqyri Lakra" in Berat and "Liria" in Shkodra established and functioning as community centers in the project sites of Tirana, Durres, Berat and Shkodra; 6. At least two activities per month will be planned and take place in each school, with the participation of children, parents, teachers, community members and other local actors; 7. Periodical reports developed and delivered (one report per each three months); 8. Final report on the assignment finalized;
Person to Supervise the Work/Performance of the Service Provider	UNDP ESERE Project Manager
Frequency of Reporting	One inception report at the start of the assignment, three periodical quarterly reports, and a final report at the end of the assignment.
Progress Reporting Requirements	Written communication
Location of work	Tirana, Dures, Berat and Shkodra
Expected duration of work	10 months
Target start date	6 October 2016
Latest completion date	5 August 2017
Travels Expected	Yes-Durres, Berat and Shkodra regions
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others N/A

Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency (Albanian Leke)
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input type="checkbox"/> Not permitted <input checked="" type="checkbox"/> Permitted
Payment Terms ³	50% Upon the delivery and clearance by UNDP of the Inception Report; 50% Upon the submission of all the remaining deliverables;
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project Manager
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement

²VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³UNDP 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.

	<input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input type="checkbox"/> 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	<u>Technical Proposal (70%)</u> <input type="checkbox"/> Expertise of the Firm 20% <input type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <input type="checkbox"/> Management Structure and Qualification of Key Personnel 20% <u>Financial Proposal (30%)</u> 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:	<input type="checkbox"/> One and only one Service Provider <input checked="" type="checkbox"/> One or more Service Providers, depending on the following factors
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)⁵ <input checked="" type="checkbox"/> Detailed TOR(Annex 4) <input type="checkbox"/> Others <i>[pls. specify]</i> ⁶
Contact Person for Inquiries (Written inquiries only) ⁷	UNDP Albania Procurement Unit <i>procurement.al@undp.org</i> 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.

⁴Where the information is available in the web, a URL for the information may simply be provided.

⁵Service 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.

⁶A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁷This 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.

Other Information [<i>pls. specify</i>]	
---	--

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁸

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

[insert: Location].

[insert: Date]

To: UNDP Albania

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

⁸This serves as a guide to the Service Provider in preparing the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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.

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

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

**This shall be the basis of the payment tranches*

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				

a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract

or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

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

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

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

8.4.1 Name UNDP as additional insured;

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

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

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP

at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

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

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

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

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

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

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

UNV.

- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

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

15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of

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

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

23.0 AUTHORITY TO MODIFY:

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

Terms of Reference

UNDP in the framework of the *Economic and Social Empowerment for Roma and Egyptians – a booster for social inclusion (ESERE) Project*, is inviting qualified Albanian offerors to: **“Alteration of four schools into community centers in the municipalities of Tirana, Durres, Berat and Shkodra”**.

I BACKGROUND

Although the Government of Albania has been successfully implementing important political, social and economic reforms, Roma and Egyptian face direct and indirect barriers in accessing public services, stemming from an eligibility criterion they cannot comply with, lack of information or understanding of administrative procedures, as well as stigma and frequent discriminatory attitude from the majority population. Long-term exclusion has affected the living conditions of Roma and Egyptians, treatment by the majority population and relationship with government institutions. Studies show that the level of poverty among Roma is twice as high as the majority population. Regardless of their recognition as minority, Roma are both marginalized and socially excluded communities.

This project is funded by the European Union and aims to further improve the social inclusion of most vulnerable communities consisting of Roma and Egyptians in Albania, with focus in the regions of Tirana, Durres, Berat and Shkodra. The project's purpose is to promote the economic and social empowerment of Roma and Egyptian communities in Albania by standardizing an innovative and integrated new approach at the policy and programming level and to provide integrated social inclusion models at sub-national level focusing in the regions of Tirana, Durres, Berat and Shkodra.

This will be achieved by facilitating the horizontal and vertical communication and cooperation of the different stakeholders, including the target groups, at the national and sub-national/local level and implementing innovative tools, new models in flagship initiatives for increasing employment and vocational training opportunities, improving access to basic social services, strengthening institutional capacity, and establishing supportive mechanisms for those who live under severe circumstances. In the long term, this aims to lift the Roma and Egyptian families out of poverty and support their sustainable inclusion in the Albanian society and labour market.

The project is composed based on four (4) project objectives formalized in four (4) work packages, introduced below.

Objective 1 – Increased employment and skills development opportunities accessed by Roma and Egyptian women and men reduce the employment gap between Roma and Egyptian communities and the majority of the population.

Objective 2 – Community Led Local Development (CLLD) for Roma and Egyptian inclusion at the local level through integrated, inclusive and sustainable development.

Objective 3 – Procedures, models, tools and guidelines established and made operational based on the Integrated Approach and a Behavioral Change Model to support better access of Roma and Egyptian communities to basic equitable, inclusive and decentralized services and to foster a tolerant and inclusive society in Albania.

Objective 4 – The National Action Plan for Roma and Egyptian Integration in the Republic of Albania, 2015-2020, supported for implementation, monitoring and evaluation at the national, regional and local level.

All of the above will be supported by a comprehensive communication and visibility strategic plan. The methodology selected is based on hands-on support to active participation in community development activities and businesses required and selected by the beneficiaries. Through this methodology it has been calculated that the impact will be stronger and the interest of different stakeholders higher and more sustainable in the long term.

Roma and Egyptians face hurdles to complete their education because of the language and socio-economic barriers. Because of lower school attendance and early drop out both communities suffers low level of educational attainment, and consequently widespread illiteracy and lower school enrolment. National Statistics reveal that some 40.3 per cent of Roma and 12.7 per cent of Egyptians are illiterate while the national average is only 1.6 per cent.¹⁰

Poverty and living conditions directly affect the Roma and Egyptians children opportunities for education. Often lacking any education themselves, parents cannot help their children with school work, provide guidance or share personal experiences from this period. In addition, the insufficient participation of children in pre-school education contributes to the negative trends relating to school dropout. The educational system itself and school environment is also a contributing factor, particularly for Roma and Egyptian children. Low levels of education have severe consequences and the education practices must address all obstacles for school success of children belonging to Roma and Egyptian communities.

In this regard, ESERE project will support child friendly programs in a participatory manner, where Roma and Egyptian children can be provided with a safe environment and integrated programs including; play recreation, education, health and social - psychosocial support. With this in mind, the concept of school as community center appears relevant to address the problem of participation in education system, quality learning and to engage Roma and Egyptian families and communities in school activities.

Under this assignment the potential offeror, will develop and implement the model school as community center in four elementary schools, in the project sites of Tirana, Durrës, Berat and Shkodra, specifically “Gjon Buzuku” in Tirana, “Eftali Koci” in Durrës, “Shyqyri Lakra” in Berat and “Liria” in Shkodra. This will contribute to the overall purpose of ensuring a bigger number of Roma and Egyptian children have access to quality education. The offeror will be responsible for: (1) Developing four local tailored models of schools as community center, based on the needs of schools, children and communities (2) Preparing a detailed work plan with

¹⁰ MSWY, *National Action Plan for Integration of Roma and Egyptians in the Republic of Albania 2016-2020*, December 2015.

activities, timeline and budget for each of the four schools (3) Four schools as community center established and operational

The potential offeror is expected to start the assignment by undertaking a field trip to the project sites to conduct relevant consultations with project pre-identified schools, Roma and Egyptian communities, representatives of local authorities as well as the project staff in municipalities of Tirana, Durres, Berat and Shkodra. This initial assessment will provide a comprehensive picture of: (i) school context, achievements and challenges (ii) children's needs (iii) and community needs and assets. The assessment on the ground will pave the way to develop a conceptual model for each school as community center and prepare a work plan for each school covering one academic year.

The products and goods produced under this contract shall not be limited only to Roma and Egyptian children and families, but on the contrary will aim to reach also non-Roma children and community members in each of selected municipalities.

II PURPOSE

The purpose of this assignment is to develop and implement the model of school as community center in four elementary schools in the project sites of Tirana, Durres, Berat and Shkodra, thereby contributing to the overall purpose for ensuring that a bigger number of Roma and Egyptian children have access to quality education. In addition, the model of school as community center will provide opportunities to create links between the education system and communities as the actors who share responsibility for improving educational and personal development of children. The selected offeror will coordinate and deliver the activities in the selected schools covering one academic year, by having in mind the unique local needs of children, families, communities and schools in each of the selected municipalities.

The services required under this RfP have a two-fold objective:

- Develop four local tailor made models of schools as community center, one in each ESERE project area of intervention in Tirana, Durres, Shkoder and Berat, based on the needs of schools, children and communities.
- Four schools as community center established and operational (*elementary schools*) in the project sites of Tirana, Durres, Berat and Shkodra, specifically, "Gjon Buzuku" in Tirana, "Eftali Koci" in Durres, "Shyqyri Lakra" in Berat and "Liria" in Shkodra.

III SCOPE AND METHODOLOGY

Under the guidance of UNDP/ESERE Project Manager the potential offeror will be responsible for the following main activities:

- Prepare work plan to complete the scope of the assignment including appropriate activities, timelines and budget and submit them to UNDP for approval.
- Liaise and ensure constant communication/coordination with UNDP project team regarding all aspects of the assignment.

- Develop four local tailor made models of schools as community center, one in each ESERE project areas of intervention in “Gjon Buzuku” in Tirana, “Eftali Koci” in Durres, “Shyqyri Lakra” in Berat and “Liria” in Shkodra, based on the needs of schools, children and communities:
 - a) Gather information about the relation school –community, and children’s needs for education support;
 - b) Identify priority needs of children and schools in each of the selected municipalities;
 - c) Conduct field visits in each project sites, including group discussion with teachers, Roma and Egyptian children, families and communities;
 - d) Collect data & information through individual interviews and consultation with school representatives, Regional Education Directories, and local government units;
 - e) Assess the knowledge of selected schools for the concept of School as Community Center (SCC), Standards approved by the Ministry of Education and Sports on SCCs and the role of the Online institutional portal “School as Community center”;
 - Provide overall coordination, for the development and implementation of the schools activities.
 - Conduct ongoing school-site visits and organize meeting with pupils, families and community members.
 - Assist the selected schools to understand the concept of school as community center using learning by doing approach.
- Assist the schools to get registered in online portal “School as community Center”.

IV DELIVERABLES

Under the supervision of UNDP/ESERE project manager the potential offeror is expected to deliver the following results:

1. Inception report, reflecting the work plan and methodology for implementation of the model of school as community center and present it for approval to UNDP;
2. Four elementary schools with considerable numbers of Roma and Egyptian pupils agreed for applying the model of School as Community Center, in close consultation with ESERE project, MAS, Regional Directories of Education, municipalities etc.
3. Four local tailor made models of schools as community center, one in each ESERE project areas of intervention in Tirana, Durres, Shkoder and Berat, based on the needs of schools, children and communities;
4. A detailed work plan with activities, timeline and budget for each of the four schools; Activities will start in October 2016 for each of selected school. Activities will be designed with a special focus on:
 - g) Fostering the partnership between school, children, families and community;
 - h) Strengthening school staff capacity to work well with families and the community;
 - i) Supporting academic and personal development of children;
 - j) Encouraging children and their families to engage in learning opportunities

- together;
 - k) Promoting intercultural dialogue, mutual understanding and a healthy, safe school climate;
 - l) Promoting cooperation between school and municipality, eventually leading to integrated services that minimize children's barriers to education.
5. Four elementary schools established and functioning as community centers in the project sites of Tirana, Durrës, Berat and Shkodra;
 6. At least two activities per month planned and implemented in each school, with the participation of children, parents, teachers, community members and other local actors;
 7. Periodical reports developed and delivered (one report per each three months);
 8. Final report on the assignment finalized.

V. TIMEFRAME AND QUALIFICATIONS

5.1 Timeframe

The tasks under the ToRs should be implemented within a period of 10 months from the contract signing.

5.2 Qualifications / Requirements

Proposals should include description of the offeror's expertise, qualifications and capacity to successfully implement the assignment. By way of example, relevant qualifications might include experience in working with Roma and Egyptian communities, experience in working with schools and relevant education institutions, prior experience in conceptualization and design of plans to address education issues in particular for Roma and Egyptian communities.

Team Composition

The team must have the necessary knowledge and experience to implement school as community center in the selected municipalities. The Proposal should provide names and relevant positions of all team members that will perform the services, including CV-s of the proposed staff highlighting their qualifications to guarantee that they are able to fulfill the tasks assigned. A team leader and four local coordinators will be responsible for delivering the service under this assignment. *Below is a detailed description of the qualification requirements expected for each member team.*

Team Leader

The team leader will be in charge for overall coordination and implementation of this assignment, monitoring progress and ensuring timely achievement and quality of outputs outlined in this assignment.

Team Leader

The team leader will be a key liaison point between service provider (Offeror) and UNDP. The team leader is expected to coordinate the work of all other team members during all phases of the process, ensuring quality of outputs and methodology as well as timely delivery of all the products.

In close cooperation with UNDP/ESERE project, she/he will lead the development of four local tailor made models of schools as community center based on identified needs of schools, children and communities. In addition, the team leader will have a key role in leading the process of establishing and making operational school as community center in the project sites of Tirana, Durrës, Berat and Shkodra. She/he will provide specific guidelines for the team and will be responsible for the final product delivery.

Qualifications, skills and professional experience of the team leader should include:

- An advanced degree in Education, Social Sciences or other related field
- Experience with working with vulnerable groups especially Roma and Egyptian communities
- Demonstrated experience of conducting research and need assessments or studies in the area of child issues
- Demonstrated expertise and experience on conducting similar assignments
- At least 5 years of prior work experience in the field of children education
- A deep understanding education system in Albania as well as familiarity with other governmental strategies related to Roma and Egyptian communities
- Understanding of social inclusion policies and programs from an empowerment and poverty reduction perspective
- Extensive knowledge of school as community center concept
- Experience in project implementation, monitoring, evaluation and reporting
- Ability to communicate with a wide range of stakeholders
- Excellent communication and team-working skills

Four Team Members/ Local Coordinator-s (one in each school)

The Local Coordinator-s will be responsible for the following:

- Contribute to the development of the conceptual model for implementing school as community center
- Prepare a detailed work plan and implement activities in each of selected school in close collaboration with school principal, teachers, children, families and communities
- Develop and implement principles of school as community center including children academic enhancement, after school programming, and engagement of families and community in school activities
- Conduct ongoing school-site visits and organize meeting with pupils, families and community members

- Assist the selected schools to understand the concept of school as community center using learning by doing approach
- Facilitate the schools to implement the school as community center workplan
- Prepare periodic reports on the activities and their impacts
- Contribute to prepare finale assignment report

Qualifications, skills and professional experience of the local coordinator-s should include:

- University Degree in Sociology, Social Sciences, Education or related science subject
- Demonstrated experience in working with children and families /or schools
- Minimum 5 years of professional experience in project implementation and reporting
- Good facilitation skills and demonstrated experience in implementing education project and programs
- Excellent understanding of the school as community center concept
- Strong interpersonal skills, ability to effectively interact with a diverse array of individuals and groups, including children, school principals, teachers, families, community member and other relevant stakeholders
- Extensive knowledge and understanding of Roma and Egyptian situation
- Excellent communication and team-working skills

5.3. The Contractor should:

- Be a duly established and functioning private subject in Albania;
- Involve trained and competent experts;
- Possess good experience and knowledge in the area of education;
- Possess good experience and knowledge on social exclusion issues, particularly with respect to marginalized groups/Roma and Egyptian communities, demonstrated through previous work on similar activities at local, regional and/or national level;
- Adhere by a policy of respect for cultural diversity and friendly communication approach towards individuals belonging to minorities and Roma and Egyptian communities;
- Capacity to deliver qualitatively and timely;
- Strong collaboration with marginalized groups and/or Roma/Egyptian NGOs, central and local authorities demonstrated through previous joint work;
- Previous experience with UNDP or other donor-financed projects will be an advantage.

VI. SUPPORTING DOCUMENTATION

The following documents should be submitted in addition to other documentation described herein.

Legal Documents shall contain:

- Court Decision and/or QKR original historic extract of the applicant;
- Certificate of registration in the Tax Office for the current year;
- Registration Number (NIPT).

Technical Documents shall contain:

- General experience of the offeror;
- List of similar services provided by such entity during three last years;
- List and CVs of the staff proposed to be engaged in this task;
- Minimum two references for the past relevant experience of the offeror.