



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

NAME & ADDRESS OF FIRM	DATE: May 1, 2020
	REFERENCE: Supporting the Western Balkan's collective leadership on reconciliation: building capacity and momentum for RYCO

Dear Sir / Madam:

We kindly request you to submit your Proposal **to develop the Risk Assessment and Risk Management Guidelines/RARM for the Regional Youth Cooperation Office (RYCO).**

The aim of this assignment is to support RYCO to develop a RARM internal guidelines which takes into account: the institutional specificities of RYCO and the legal framework framing the work of its Head Office (HO) and its six Local Branch Offices (LBOs)¹; RYCO existing internal regulations and contractual framework, including but not limited to RYCO's Statute and Host Country Agreement, RYCO staff regulations, project staff regulations, contractual templates, contracts with donors; RYCO's relevant parallel institutional processes in which this office is engaged in, including alignment of deliverables and products with other consultants hired through this project and other RYCO institutional processes; and RYCO's financial capacities and operational constraints.

Proposals may be submitted on or before **May 22, 2020, 17.00 hrs** and via courier mail to the address below:

United Nations Development Programme
'Skenderbej' Street, Volkswagen Building, 2nd floor, Tirana, Albania
UNDP Albania Procurement Unit
procurement.al@undp.org

Your Proposal must be submitted in 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.

¹ The privileges and immunities of the organizations are defined by the Host Country Agreement. The Local Branch Offices are not registered as separate legal entities neither in the Host Contracting Party of Head Office nor in respective Contracting Parties where they are located. For more information about RYCO office, please visit <https://www.rycowb.org/>.

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 Annex3.

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Nuno Queiros

Deputy Resident Representative

Annex 1

Description of Requirements

Context of the Requirement	<p>Reconciliation in Western Balkans has stalled and is being superseded by mounting ethnic divisions and polarization in the region, pointing specifically to denial of the past inflammatory discourse and ethnic segregation in education. Assuming that the (re)establishment of economic and social ties would suffice for the (re)building of relationships between formerly conflicted parties in the post-Yugoslav space is mistaken. With the recent history of massive and widespread human rights violations, it will only be the proper outcomes of the transitional justice mechanisms coupled with peace and dialogue that can substantially contribute to progress in reconciliation.</p> <p>The UN supports the improved social cohesion and reconciliation across the Western Balkans. The project aims to achieve this goal through providing support to RYCO, as a mechanism, which is endorsed by governments and citizens alike. The project will support RYCO to work in partnership with civil society, education systems and schools, grass roots, youth institutions and youth in general for the consolidation of RYCO as a regionally owned mechanism with the capacity to promote reconciliation, mobility, diversity, democratic values, participation, active citizenship and intercultural learning. The expected outcome of this project is: Social Cohesion and Reconciliation – as measured by increasing embracing of diversity, attitudes of tolerance and reduced prejudice and discrimination by youth – is enhanced across the Western Balkans.</p> <p>To achieve its outcome, the project will target youth², youth organizations and schools in WB as well as RYCO and will be achieved through the implementation of diverse activities along three main outputs:</p> <p>Output 1: Capacities of schools to access and use RYCOs resources to undertake intercultural dialogue in the WB6 will be strengthened. The project will contribute towards enhancing the regional cooperation among youth institutions (mainly schools) and increase the introduction and use of topics on intercultural learning such as peace building and conflict resolution. The project will enable sharing of best practices on inclusive education and peace building transformative pedagogies, facilitates school exchanges and increase the capacities of schools to embrace the above principles.</p> <p>Output 2: Capacities of youth groups and grassroots organizations to access and use RYCOs resources to engage in peacebuilding and social cohesion activities in the WB6 will be strengthened. Also, RYCO will be supported to increase its reach out to grassroots organizations and youth in the region, and to ensure that young people with fewest opportunities have access and participate in reconciliation processes and benefit from opportunities provided by RYCO. Empowerment of young girls will have a special focus in the activities under this component. The long effects of sexual and gender-based violence, during and after the conflict can have lasting and harmful effects. It can dissuade young girls from attending schools and not participate fully in the life of the communities. The project will enhance the important role that young women should adopt in the peacebuilding process including empowering young girls to equally participate in peace building and become decision makers and actors in all areas. The project activities will also sensitize young male actors in accepting girls as equal partners in peacekeeping and peacebuilding processes. Mainstreaming</p>
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² Defined for the purposes of this intervention within the scope of *adolescents (14-18 y/a)* and *youth (18-30 y/a)*, in accordance with *UNICEF standards and official youth strategies of the participating countries*.

	<p>gender in trainings conducted by the project will include among other topics, codes of conduct and response to Gender Biased Violence. Promoting tolerance and understanding within and out of marginalized groups through communication channels will help address the conflict-related issues that these groups face as a result of the tensions in society, which add up to their unfavorable discriminatory situation. It will also contribute to increasing tolerance towards groups/ethnicities seen as different further away, and thereby, contribute to peace and reconciliation.</p> <p>Output 3: RYCOs capacities to enhance sustainable regional cooperation, peacebuilding and reconciliation amongst youth, through its small grants' facility will be strengthened. Being a new institution and operating in a volatile environment, RYCO will be supported to strengthen its internal capacities and systems and will be enabled to achieve its mission. Considering that one of RYCO's main tools to achieve its mission is through financial support to regional projects and initiatives, its grant facility system will be upgraded and strengthened through a tailor-made approach. RYCO will be equipped with effective tools to Monitoring and Evaluation, making it possible for it to measure the impact of its interventions. Finally, RYCO will be supported with an increase of human resources, especially in view of its Monitoring and Evaluation.</p> <p>Output 4: Opportunities for youth from diverse backgrounds to identify common peace and security priorities and enter in constructive dialogue with their peers across divides will be created, confidence in and dialogue with decision-makers will be enhanced, and youth capacities to become actors for change will be strengthened. Under this heading, the project will conduct youth-led action research and make available regionally comparable, youth-focused conflict analysis and evidence base on youth perceptions on sustaining peace, as well as trainings on peacebuilding, leadership and advocacy and national and regional policy consultations. Moreover, RYCO, PBF projects and other peacebuilding actors' evidence-base to engage young women and young men from diverse backgrounds to advocate for peace and social cohesion and participate in policy dialogues will be enhanced.</p> <p>The overall project is implemented with the joint participation of three UN Organizations of UNDP, UNICEF and UNFPA and in close partnership with RYCO, with UNDP the leading UN agency for the overall implementation and coordination of the joint project. The implementation of this activity will be guided by UNDP and in close cooperation with RYCO. RYCO, the main implementing partner of the joint UN project, is a new entity established four years ago. RYCO Head Office (HO) is located in Tirana, while the organization has six Local Branch Offices (LBOs) located in Albania, Bosnia and Hercegovina, Kosovo^{3*}, Montenegro, North Macedonia and Serbia.</p>
Implementing Partner of UNDP	Regional Youth Cooperation Office (RYCO)
Brief Description of the Required Services ⁴	Through this project, UNDP aims to support RYCO's institutional capacity building, among others, to develop the Risk Assessment and Risk Management Guidelines The RARM Guidelines shall consider the institutional risks related to RYCO's work, including strategic, legal, financial, administrative, procurement, Human

^{3*} For the UN, all references to Kosovo shall be understood in the context of Security Council Resolution 1244 (1999). For RYCO, this designation is without prejudice to positions on status, and is in line with Security Council Resolution 1244 and the ICJ Opinion on the Kosovo Declaration of Independence.

⁴ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	<p>Resources, security, program, communication, political risks, and create procedures to address and mitigate current and future potential risks, including crisis and force majeure risks.</p> <p>For this purpose, UNDP is looking to engage a company which will support RYCO to conduct a 360-risk assessment and develop RYCO's Risk assessment and Risk Management Guidelines by which takes into account:</p> <ul style="list-style-type: none"> • the institutional specificities of RYCO and the legal framework framing the work of its Head Office (HO) and its six Local Branch Offices (LBOs)⁵ • RYCO existing internal regulations and contractual framework (including but not limited to: RYCO's Statute and Host Country Agreement, RYCO staff regulations, project staff regulations, contractual templates, contracts with donors) • Relevant parallel institutional processes that RYCO is engaged in (including other consultants hired through this project and other RYCO institutional processes) • RYCO's financial capacities and operational constraints. <p>To meet the above-mentioned objectives, the company is expected to:</p> <ul style="list-style-type: none"> • Review existing RYCO's regulations and procedures, and interview key staff with the view to outline gaps, key questions and areas for improvement – in line with applicable legal frameworks and best practices of comparable organizations. • Deliver an inception report outlining a) preliminary findings and recommendations, b) the draft outline of the RARM guidelines and key sections/areas that the guideline should capture; c) the final workplan proposed by the company for completing the assignment. The inception report shall highlight the priority measures to mitigate, following the identified risks; • Conducts a 360-degree assessment process which takes into account the strategic, legal, financial, administrative, procurement, human resources, security, program, communication, political, crisis and force majeure risks and design procedures to administer, address and mitigate current and future potential risks; • Design RARM Guidelines, which incorporates risk assessment and management templates to enable RYCO in conducting such analyses. Revise the guidelines and templates as per RYCO's comments and suggestions; • Provide RYCO with training required to ensure swift implementation of the guidelines.
List and Description of Expected Outputs to be Delivered	<p>Deliverables are as follows:</p> <p>The following deliverables are requested:</p> <ul style="list-style-type: none"> • <u>Deliverable 1:</u> (20% of total amount); conduct an internal RYCO analyses, based on the review of RYCO's policies and context, interview with key staff, followed by the submission of the inception report as outlined above (31 July 2020);

⁵ The privileges and immunities of the organizations are defined by the Host Country Agreement. The Local Branch Offices are not registered as separate legal entities neither in the Host Contracting Party of Head Office nor in respective Contracting Parties where they are located.

	<ul style="list-style-type: none"> • Deliverable 2: (35% of the total amount) – conduct a 360-degree assessment process and submit the draft outline of RARM Guidelines and templates (31 August 2020); • Deliverable 3: (35% of the total amount) – Submit the final RARM Guidelines and templates agreed with RYCO (30 September 2020) • Deliverable 4: (10% of the total amount) – provide two-three days of training for RYCO staff on the use of RARM Guidelines and its templates (31 October 2020). 												
Person to Supervise the Work/Performance of the Service Provider	<i>Project Coordinator</i>												
Frequency of Reporting	<i>As per deliverables</i>												
Progress Reporting Requirements	Please complete												
Location of work	<input type="checkbox"/> Exact Address/es [pls. specify] <input checked="" type="checkbox"/> At Contractor's Location (Two working missions in Albania will be involved during the scope of this assignment, if the service provider is not Tirana based.)												
Expected duration of work	5 months												
Target start date	1 June 2020												
Latest completion date	31 October 2020												
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>Tirana, Albania</td><td>5 working days</td><td>Preliminary assessment of RYCO's existing policies and context in order to develop the inception report, followed by the draft risk assessment Guidelines and templates</td><td>July 2020</td></tr> <tr> <td>Tirana, Albania</td><td>3 working days</td><td>Training to RYCO staff on the implementation of RARM Guidelines and use of the templates</td><td>Tentative time period October 2020</td></tr> </tbody> </table> <p>*In case travel is not possible for the 1st visit, it is possible to organize it online as the last resort.</p>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Tirana, Albania	5 working days	Preliminary assessment of RYCO's existing policies and context in order to develop the inception report, followed by the draft risk assessment Guidelines and templates	July 2020	Tirana, Albania	3 working days	Training to RYCO staff on the implementation of RARM Guidelines and use of the templates	Tentative time period October 2020
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Tirana, Albania	3 working days	Training to RYCO staff on the implementation of RARM Guidelines and use of the templates	Tentative time period October 2020										
Special Requirements Security	<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 <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
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 checked="" type="checkbox"/> United States Dollars for international vendors <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency for national vendors
Value Added Tax on Price Proposal ⁶	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <p>"In case the services provided by your entity will be exempt or out of scope of Albanian VAT, please clearly state the lawinfo@mfa.gov.al provisions your organization makes reference to.</p> <p>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."</p> <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days <p>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.</p>
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>
Payment Terms ⁷	

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

⁷ 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,

	<u>Deliverable 1:</u> conduct an internal RYCO analyses, based on the review of RYCO's policies and context, interview with key staff, followed by the submission of the inception report as outlined above	20% of total amount	31 July 2020	Acceptance of report from the Project Management Unit
	<u>Deliverable 2:</u> – conduct a 360-degree assessment process and submit the draft outline of RARM Guidelines and templates	35% of the total amount	31 August 2020	
	<u>Deliverable 3:</u> – Submit the final RARM Guidelines and templates agreed with RYCO	35% of total amount	30 September 2020	
	<u>Deliverable 4:</u> – provide two-three days of training for RYCO staff on the use of RARM Guidelines and its templates	10% of total amount	31 October 2020	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project coordinator			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract X Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ⁸ <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers X Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) X Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> X Expertise of the Company in conducting similar services - 20% X Methodological approach to implement the assignment, and its appropriateness to the Condition and Timeliness of the Implementation Plan (with detailed breakdown plan) - 25% X Qualification of Key Personnel - 25% <u>Financial Proposal (30%)</u>			

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.

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

	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 checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i>
Annexes to this RFP ⁹	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ¹⁰ <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input type="checkbox"/> Others ¹¹ <i>[pls. specify]</i>
Contact Person for Inquiries (Written inquiries only) ¹²	UNDP Albania Procurement Unit 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 <i>[pls. specify]</i>	

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

¹⁰ 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.

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

¹² 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.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL¹³

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

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the 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 and at least two written references from previous contractors to which the company has provided similar services;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

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

¹⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

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; 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]

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.

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.

Annex 4: TERMS OF REFERENCE

National entity to develop the Risk Assessment and Risk Management Guidelines for the Regional Youth Cooperation Office (RYCO)

Project title: Supporting the Western Balkan's collective leadership on reconciliation: building capacity and momentum for RYCO

Duration: 5 (five) months

Scope of the assignment

The overall project is implemented with the joint participation of three UN Organizations of UNDP, UNICEF and UNFPA and in close partnership with RYCO, with UNDP the leading UN agency for the overall implementation and coordination of the joint project. The implementation of this activity will be guided by UNDP and in close cooperation with RYCO.

RYCO, the main implementing partner of the joint UN project, is a new entity established four years ago. RYCO Head Office (HO) is located in Tirana, while the organization has six Local Branch Offices (LBOs) located in Albania, Bosnia and Hercegovina, Kosovo¹⁵, Montenegro, North Macedonia and Serbia.

Through this project, UNDP aims to support RYCO's institutional capacity building, among others, to develop the Risk Assessment and Risk Management Guidelines(RARM). The RARM Guidelines shall consider the institutional risks related to RYCO's work, including legal, financial, administrative, procurement, Human Resources, security, program and communication risks, and create procedures to address and mitigate current and future potential risks.

For this purpose, UNDP is looking to engage a company which will support RYCO to conduct a 360 risk assessment and develop RYCO's RARM internal Guidelines and accompanying templates. The RARM Guidelines will be developed in close consultation and cooperation with RYCO staff.

The company will work under the direct supervision of UNDP project coordinator and in close cooperation with RYCO's Director of Operations and RYCO's Project Leader.

In close cooperation with RYCO, the company will also be responsible to align his/her products with products of other consultants, whose scope of work interrelate with the scope of this specific consultancy work. The company is under the obligation of confidentiality. Information, data, database, knowledge resources in the forms of briefings, reports, proceedings, articles, essays, etc. issued by and for the RYCO will be RYCO's property and require permission for use and disclosure.

Risk assessment and RARM Guidelines will take into account:

- the institutional specificities of RYCO and the legal framework framing the work of its Head Office (HO) and its six Local Branch Offices (LBOs)¹⁶

¹⁵* For the UN, all references to Kosovo shall be understood in the context of Security Council Resolution 1244 (1999). For RYCO, this designation is without prejudice to positions on status, and is in line with Security Council Resolution 1244 and the ICJ Opinion on the Kosovo Declaration of Independence

¹⁶ The privileges and immunities of the organizations are defined by the Host Country Agreement. The Local Branch Offices are not registered as separate legal entities neither in the Host Contracting Party of Head Office nor in respective Contracting Parties where they are located.

- RYCO existing internal regulations and contractual framework (including but not limited to: RYCO's Statute and Host Country Agreement, RYCO staff regulations, project staff regulations, contractual templates, contracts with donors)
- Relevant parallel institutional processes that RYCO is engaged in (including other consultants hired through this project and other RYCO institutional processes)
- RYCO's financial capacities and operational constraints

To meet the above-mentioned ambition, the company is expected to:

- Review existing RYCO's regulations and procedures, and interview key staff with the view to outline gaps, key questions and areas for improvement – in line with applicable legal frameworks and best practices of comparable organizations;
- Deliver an inception report outlining a) preliminary findings and recommendations, b) the draft outline of the RARM guidelines and key sections/areas that the guideline should capture; c) the final workplan proposed by the company for completing the assignment. The inception report shall highlight the priority measures to mitigate, following the identified risks;
- Conducts a 360-degree assessment process which takes into account the strategic, legal, financial, administrative, procurement, human resources, security, program, communication, political, crisis and force majeure risks and design procedures to administer, address and mitigate current and future potential risks;
- Design RARM Guidelines, which incorporates risk assessment and management templates to enable RYCO in conducting such analyses. Revise the guidelines and templates as per RYCO's comments and suggestions;
- Provide RYCO with training required to ensure swift implementation of the guidelines.

Deliverables, timeline and payment schedule:

Specific tasks include the following with the timelines indicated:

- **Deliverable 1:** (20% of total amount); conduct an internal RYCO analyses, based on the review of RYCO's policies and context, interview with key staff, followed by the submission of the inception report as outlined above (31 July 2020);
- **Deliverable 2:** (35% of the total amount) – conduct a 360-degree assessment process and submit the draft outline of RARM Guidelines and templates (31 August 2020);
- **Deliverable 3:** (35% of the total amount) – Submit the final RARM Guidelines and templates agreed with RYCO (30 September 2020)
- **Deliverable 4:** (10% of the total amount) – provide two-three days of training for RYCO staff on the use of RARM Guidelines and its templates (31 October 2020).

The assignment will involve two working missions in Albania if the service provider is not Tirana based.

Qualifications required:

The company must present examples of past experiences of similar assignments and provide recommendations from previous contractors, for which they have provided similar services.

The company must apply with a team of at least two key experts which can complement their qualifications and expertise with each other. The team of experts shall consist of professionals with strong expertise and qualification in areas of law, economics and finance, business administration, procurement, communication as well as knowledge on managing risks related to non-for-profit project implementation. The company shall provide the CVs of the key personnel who will be involved in implementing this consultancy.

The minimum required qualifications key personnel are presented below:

Lead consultant:

1. Master's degree in Business Administration/Management, Public Administration, Finance or similar
2. At least ten years of work experience required in designing and conducting risk assessment;
3. At least five years of practical working experience required in designing and implementing RARM Guidelines and accompanying templates and procedures
4. Proven experience with similar assignments in the past, and especially for non-for-profit organizations;
5. At least five years of management experience in international companies/ entities;
6. Demonstrated experience in developing training materials and providing RARM training;
7. International finance qualifications will be considered an asset (ASSA CFA)
8. Experience in conducting similar services in the Western Balkan region will be considered an asset;
9. Excellent oral and written proficiency in English required. Knowledge of other official languages of the Western Balkan region would be preferable;
10. Strong interpersonal skills, communication and diplomatic skills, ability to work in team;
11. Strong analytical, reporting and writing abilities;
12. Strong organizational, coordination and time management skills;
13. Ability to organize tasks independently and assume responsibility;
14. Openness to change and ability to receive/integrate feedback;
15. Ability to work under pressure and tight deadlines.

Team member/s

1. Master's degree in Human Resources, Law, or similar
2. Previous experience in designing and conducting risk assessments ;
3. Previous experience required in designing guidelines and templates for risk assessment and management
4. Proven experience with similar assignments in the past;
5. Excellent oral and written proficiency in English required;
6. Strong interpersonal skills, communication skills, ability to work in team;
7. Strong analytical, reporting and writing abilities;
8. Openness to change and ability to receive/integrate feedback

Duration and timing:

The total duration of the assignment will be over a period of 5 five months.

The financial proposal shall be provided as all-inclusive amount. All expenses related to travel, allowances for staff traveling and all other relevant costs must be part of the financial proposal.