



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

NAME & ADDRESS OF FIRM	DATE: August 7, 2020
	REFERENCE: Development of Albania' Fourth National Communication to the UNFCCC and First Biennial Report" Project

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Revision of the Country's first Nationally Determined Contributions (NDCs)**.

The aim of this assignment is to develop training modules and conduct them at the central and local level institutions that are interlinked with the implementation of the Nagoya Protocol on Access and Benefit Sharing, targeting key line ministries, municipalities, customs and the Gene Bank.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal. Proposals may be submitted on or **before August 27, 2020, 14.00 hrs via e-Tendering**.

Allowable Manner of Submitting Proposals: **e-Tendering only. Bids not sent in e-Tendering system will not be considered.** Proposal Submission Address: <https://etendering.partneragencies.org>

Please acknowledge receipt of this RFP by using the "Accept Invitation" function in e-Tendering system. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

Please find the link for all the procurement guides and videos:
<https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

Electronic submission (e-Tendering) requirements:

- Format: PDF files only
- File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.
- All files must be free of viruses and not corrupted.
- Max. File Size per transmission: 35 MB

Alma Mustafaraj

- UNDP reserves the rights to ask for originals during the evaluation.
- Please name the submitted files following the structure of the solicitation document, and consolidate the files into as few files as possible, using compression tools (zip etc.).

Your Proposal must be expressed in the English language, and valid for a minimum period of 60 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

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>At the 2013 United Nations Climate Change Conference (UNFCCC) held in Warsaw, Poland in November 2013, all countries that signed the UNFCCC were asked to develop and submit their Intended National Determined Contributions (INDCs). The INDCs are intended reductions in greenhouse gas emissions under the UNFCCC, and the Republic of Albania submitted its INDC in November 2015, with the commitment 'to reduce CO2 emissions compared to the baseline scenario in the period of 2016 and 2030 by 11,5%, or 708 kT CO2 emission reduction in 2030 . '</p> <p>The INDC baseline scenario target of Albania is a reduction in GHG emissions relative to projected future emissions and it covers energy and industrial processes. Findings of the Third National Communication to the UNFCCC implemented by UNDP (the GHG emissions inventory and the climate change mitigation scenarios) were used as baseline for the INDC of Albania.</p> <p>Nationally Determined Contributions, or NDCs, are actions that Parties to the Paris Agreement plan to undertake to address climate change. A Party's "contribution" to address climate change is "nationally determined" according to its national circumstances and priorities. The Paris Agreement requires Parties to undertake and communicate their post-2020 climate efforts as NDCs in order to achieve the objective of the agreement of limiting the global temperature increase to well below 2°C while pursuing efforts to limit the increase to 1.5°C, and to communicate their first NDCs no later than when the Party formally joins the Paris Agreement (Decision 1/CP.21, paragraph 22). .</p> <p>The NDC Partnership is a coalition of countries and institutions committed to supporting countries in implementing and increasing the ambition of their NDCs. The Republic of Albania joined the NDC Partnership in August 27, 2019., and Focal Points of the NDC Partnership are the Ministry of Environment and Tourism and the Ministry of Finance and Planning.</p> <p>The Ministry of Environment and Tourism submitted in November 2019 a request for support for NDC Implementation and under the NDC Partnerships' Climate Action Enhancement Package (CAEP) a request for support for the Albania's NDC review efforts. Both requests were responded by the United Nations Development Program (UNDP) and the NDC Partnership Support Unit as well as other partners. The activities in-country will focus on the review and enhancement of the NDC and on the development of an NDC implementation plan.</p> <p>UNDP support in Albania is part of the UNDP global climate promise initiative. The Climate Promise is UNDP's response to tackling the current climate crisis which requires that all countries make bold pledges under the Paris Agreement and the Climate Promise is</p>
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	<p>commitment of UNDP to ensure that any country wishing to increase the ambition of their national climate pledge is able to do so.</p> <p>In collaboration with partners, the work draws upon UNDP's extensive portfolio of expertise across priorities such as energy, forests, water, resilience, agriculture, health, youth, finance, governance, gender equality and green jobs. It also builds upon UNDP's established track record in supporting governments to discuss, design and deliver climate action under Paris Agreement.</p> <p>UNDP Albania and the Ministry of Tourism and Environment in cooperation with other line ministries are working jointly to support Albania's NDC review efforts through UNDP's Climate Promise commitment, by providing the following five key services to help Albania take bold action to reduce their emissions, increase their resilience to climate impacts and support sustainable development priorities, in response to the request Albania forwarded to the NDC Partnership:</p> <p>Service Line 1: Build political and societal ownership at national level and subnational levels:</p> <p>Service line 2: Review, align, and update existing targets, policies and measures</p> <p>Service line 3: Incorporate new sectors and/or greenhouse gases</p> <p>Service line 4: Assess costs and investment opportunities</p> <p>Service line 5: Monitor progress and strengthen transparency.</p> <p>Until today, Albania has submitted three National Communication Reports and the Technology Needs Assessment. UNDP Albania is currently implementing the project on preparation of the Fourth National Communication Report and the First Biennial Update Report of Albania to the UNFCCC.</p> <p>UNDP has provided continuous support in the areas of renewable energy resources and energy efficiency (solar, small hydro, the preparation of the National Action Plan on Renewable Energy Sources, establishing/development of the energy management information system at municipal level piloted in Durres Municipality and the support package for the energy efficiency fund, etc.) also providing the basis for the national MRV system in the country.</p>
Implementing Partner of UNDP	Government of Albania
Brief Description of the Required Services ¹	<p>The main task of the service provider is to review the INDC, prepare the revised NDC for Albania and support the Government of Albania in submitting the revised NDC to the UNFCCC. The revision of NDC will cover existing sectors: energy sector that includes industry processes and transport, and the AFOLU sector, depending on the data availability and certainty. Current NDC does not include adaptation. Thus, the revision process will also consider including adaptation related information into</p>

¹ 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>the revised NDC, with the focus at the sector of tourism, population and settlements in the coastal area, but depending on the data availability and certainty. The service provider will liaise with the appropriate local government authorities, NGOs and/or research institutes for collecting necessary data and information while coordinating and receiving inputs from the UNDP project team.</p> <p>Under the overall guidance of the UNDP Programme Head for Environment and Climate Change and supervision of the Team Leader of UNDP Climate Change Programme, in close cooperation with the Directory responsible for Climate Change (Ministry of Tourism and Environment), other representatives of line ministries with tasks related to climate change and the technical sectoral consultants working in the frame of the Fourth National Communication of Albania's to UNFCCC project, and in coordination with other development partners the service provider will undertake the following specific tasks described in detail below:</p> <ul style="list-style-type: none"> • Task 1: Ensuring government and societal ownership at national and sub-national level • Task 2: Reviewing the NDC baseline, updating the mitigation targets and introducing adaptation information to the revised NDC report • Task 3: Preparation of the revised National Determined Contribution report • Task 4: Revisions to the document as proposed by UNDP Albania, following the inputs from the consultations and review from the Ministry of Tourism and Environment and other relevant line ministries, until the final document is accepted both by UNDP Albania and the Ministry of Tourism and Environment • Task 5: Support the Government of Albania in submitting the revised NDC to the UNFCCC
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"> • 40%- The report including the evaluation framework/tools and work plan; and Data collection and analysis. • 50%-The draft of revised NDC, template for submission and the draft Action plan. • 10%- The final report and the fulfilled template for the revised NDC submission to the UNFCCC.

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	
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	5 months
Target start date	September 2020
Latest completion date	January 2021
Travels Expected	NA.
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 <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 type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency
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 (Counting for the last day of submission of quotes)	<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

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

	indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.														
Partial Quotes	X 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 ³	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>The report including the evaluation framework/tools and work plan; and Data collection and analysis.</td><td>40%</td><td>30 October 2020</td><td rowspan="3">Acceptance of report from the Project Management Unit</td></tr> <tr> <td>The draft of revised NDC, template for submission and the draft Action plan</td><td>50%</td><td>10 December 2020</td></tr> <tr> <td>The final report and the fulfilled template for the revised NDC submission to the UNFCCC.</td><td>10%</td><td>20 January 2021</td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release	The report including the evaluation framework/tools and work plan; and Data collection and analysis.	40%	30 October 2020	Acceptance of report from the Project Management Unit	The draft of revised NDC, template for submission and the draft Action plan	50%	10 December 2020	The final report and the fulfilled template for the revised NDC submission to the UNFCCC.	10%	20 January 2021
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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 ⁴ <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>														

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

⁴ 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.

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	<p><u>Technical Proposal (70%)</u></p> X Expertise of the Firm 20% X Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% X Management Structure and Qualification of Key Personnel 20%
UNDP will award the contract to:	<p><u>Financial Proposal (30%)</u></p> 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:	X 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 ⁵	X Form for Submission of Proposal (Annex 2) <input type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁶ ^x Detailed TOR <input type="checkbox"/> Others ⁷ [pls. specify]
Contact Person for Inquiries (Written inquiries only) ⁸	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 [pls. specify]	

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ 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.

⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁸ 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 PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[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, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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				
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*[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.

Terms of Reference

Albania Terms of References for the Revision of the Country's first Nationally Determined Contributions (NDCs)

Project title: Development of Albania' Fourth National Communication to the UNFCCC and First Biennial Report" Project

Type of Contract: Contract for Goods and Services

Duration: (5) months

I. Background

At the 2013 United Nations Climate Change Conference (UNFCCC) held in Warsaw, Poland in November 2013, all countries that signed the UNFCCC were asked to develop and submit their Intended National Determined Contributions (INDCs). The INDCs are intended reductions in greenhouse gas emissions under the UNFCCC, and the Republic of Albania submitted its INDC in November 2015, with the commitment 'to reduce CO₂ emissions compared to the baseline scenario in the period of 2016 and 2030 by 11,5%, or 708 kT CO₂ emission reduction in 2030¹¹.'

The INDC baseline scenario target of Albania is a reduction in GHG emissions relative to projected future emissions and it covers energy and industrial processes. Findings of the Third National Communication to the UNFCCC implemented by UNDP (the GHG emissions inventory and the climate change mitigation scenarios) were used as baseline for the INDC of Albania.

Nationally Determined Contributions, or NDCs, are actions that Parties to the Paris Agreement plan to undertake to address climate change. A Party's "contribution" to address climate change is "nationally determined" according to its national circumstances and priorities. The Paris Agreement requires Parties to undertake and communicate their post-2020 climate efforts as NDCs in order to achieve the objective of the agreement of limiting the global temperature increase to well below 2°C while pursuing efforts to limit the increase to 1.5°C, and to communicate their first NDCs no later than when the Party formally joins the Paris Agreement (Decision 1/CP.21, paragraph 22).¹².

The NDC Partnership is a coalition of countries and institutions committed to supporting countries in implementing and increasing the ambition of their NDCs. The Republic of Albania joined the NDC Partnership in August 27, 2019., and Focal Points of the NDC Partnership are the Ministry of Environment and Tourism and the Ministry of Finance and Planning.

The Ministry of Environment and Tourism submitted in November 2019 a request for support for NDC Implementation and under the NDC Partnerships' Climate Action Enhancement Package

¹ <https://www4.unfccc.int/sites/submissions/indc/Submission%20Pages/submissions.aspx>

² <https://unfccc.int/process/conferences/pastconferences/paris-climate-change-conference-november-2015/paris-agreement>

(CAEP) a request for support for the Albania's NDC review efforts. Both requests were responded by the United Nations Development Program (UNDP) and the NDC Partnership Support Unit as well as other partners. The activities in-country will focus on the review and enhancement of the NDC and on the development of an NDC implementation plan.

UNDP support in Albania is part of the UNDP global climate promise initiative. The Climate Promise is UNDP's response to tackling the current climate crisis which requires that all countries make bold pledges under the Paris Agreement and the Climate Promise is commitment of UNDP to ensure that any country wishing to increase the ambition of their national climate pledge is able to do so.

In collaboration with partners, the work draws upon UNDP's extensive portfolio of expertise across priorities such as energy, forests, water, resilience, agriculture, health, youth, finance, governance, gender equality and green jobs. It also builds upon UNDP's established track record in supporting governments to discuss, design and deliver climate action under Paris Agreement. UNDP Albania and the Ministry of Tourism and Environment in cooperation with other line ministries are working jointly to support Albania's NDC review efforts through UNDP's Climate Promise commitment, by providing the following five key services to help Albania take bold action to reduce their emissions, increase their resilience to climate impacts and support sustainable development priorities, in response to the request Albania forwarded to the NDC Partnership:

Service Line 1: Build political and societal ownership at national level and subnational levels:

Service line 2: Review, align, and update existing targets, policies and measures

Service line 3: Incorporate new sectors and/or greenhouse gases

Service line 4: Assess costs and investment opportunities

Service line 5: Monitor progress and strengthen transparency.

Until today, Albania has submitted three National Communication Reports and the Technology Needs Assessment. UNDP Albania is currently implementing the project on preparation of the Fourth National Communication Report and the First Biennial Update Report of Albania to the UNFCCC.

UNDP has provided continuous support in the areas of renewable energy resources and energy efficiency (solar, small hydro, the preparation of the National Action Plan on Renewable Energy Sources, establishing/development of the energy management information system at municipal level piloted in Durres Municipality and the support package for the energy efficiency fund, etc.) also providing the basis for the national MRV system in the country.

II. Duties and responsibilities

Objective of the assignment:

The objective of this assignment is revision of Albania's first NDC and preparation of the revised NDC report for Albania in compliance with the Paris Agreement requirements, and it will include: (i) Reviewing and recalculation of the INDC baseline; (ii) reviewing and updating the national mitigation target; (iii) informing on the national climate change adaptation potential; iv) preparation of draft and final version of revised NDC report for Albania based on the findings and

results of the previous three objectives.

Job content:

The main task of the service provider is to review the INDC, prepare the revised NDC for Albania and support the Government of Albania in submitting the revised NDC to the UNFCCC. The revision of NDC will cover existing sectors: energy sector that includes industry processes and transport, and the AFOLU sector, depending on the data availability and certainty. Current NDC does not include adaptation. Thus, the revision process will also consider including adaptation related information into the revised NDC, with the focus at the sector of tourism, population and settlements in the coastal area, but depending on the data availability and certainty. The service provider will liaise with the appropriate local government authorities, NGOs and/or research institutes for collecting necessary data and information while coordinating and receiving inputs from the UNDP project team.

Under the overall guidance of the UNDP Programme Head for Environment and Climate Change and supervision of the Team Leader of UNDP Climate Change Programme, in close cooperation with the Directory responsible for Climate Change (Ministry of Tourism and Environment), other representatives of line ministries with tasks related to climate change and the technical sectoral consultants working in the frame of the Fourth National Communication of Albania's to UNFCCC project, and in coordination with other development partners the service provider will undertake the following specific tasks described in detail below:

- Task 1: Ensuring government and societal ownership at national and sub-national level
- Task 2: Reviewing the NDC baseline, updating the mitigation targets and introducing adaptation information to the revised NDC report
- Task 3: Preparation of the revised National Determined Contribution report
- Task 4: Revisions to the document as proposed by UNDP Albania, following the inputs from the consultations and review from the Ministry of Tourism and Environment and other relevant line ministries, until the final document is accepted both by UNDP Albania and the Ministry of Tourism and Environment
- Task 5: Support the Government of Albania in submitting the revised NDC to the UNFCCC

Task 1: Ensuring governmental and societal ownership at national and sub-national level

The service provider should conduct consultations with the Ministry of Tourism and Environment on:

- roles and responsibilities of public stakeholders in the process of NDC revision;
- assistance in organizing an operational cooperation among different ministries and institutions;
- ensuring availability of relevant data sets and information sources for the NDC revision process; and

- potentially, conducting an institutional capacity assessment to identify critical skill gaps for NDC implementation, followed up with recommendations for a capacity building plan;

Task 2: Reviewing the NDC baseline, updating the mitigation targets and introducing adaptation information to the revised NDC report

The service provider shall provide the following:

Mitigation measures and targets:

- Review the NDC of Albania and take stock of countries current progress toward existing NDC targets;
- Review the emission growth factors used for preparation of NDC and revise them accordingly based on the new data and information available (such as GDP, population, employment, fuel prices, energy demand, etc.);
- Review the policy, legal and administrative framework within which the revised NDC should be implemented and assembling existing information on sectoral and aggregate emission pathways or sectoral development trends which were recently produced and can aid the development of options for NDC revision.
- Reviewing of data, policies and existing modelling work provided in the previous related studies including the following:
 - INDC of Albania;
 - Energy sector projection modelling (USAID) – used to finalize the National Energy Strategy (Modelling was done with the use of LEAP modelling platform);
 - Transport sector projection modelling (LOCSEE) – transparent EXCEL based model by the team of National Observatory of Athens;
 - GHG emission scenarios (Energy and LUCF) prepared for the Third National Communication of Albania by UNDP (Modelling was done with the use of LEAP modelling platform);
 - National Energy and Climate Plan (Energy Community) – work in process;
 - National Climate Change Strategy and Action Plan on Mitigation;
 - Reviewing of inventory data to serve as information on reference point/base year: the latest inventory data to be provided by the First Biennial Update Report – work in process;
 - Reviewing of available NAMA projects;
 - Reviewing and assessment of mitigation policies and measures (PAMs) that have been implemented or are planned to be implemented in Albania;
 - Conduct consultation with inventory developers, ministries etc. on other relevant data bases and information sources which can be used for the NDC revision process;
- Review the recovery framework of Albania prepared on the COVID-19 with reference on building forward greener

- Analyze national mitigation potential to identify priority sectors/measures to mitigate climate change.
- Collect data inputs for the modelling including sector level emissions (energy sector including industrial processes and transport and AFOLU sector) from the latest GHG emissions inventory, mitigation potential and emission growth factors and develop GHG mitigation scenarios to 2030, including a business as usual scenario (BaU), with existing measures scenario (WeM) and with additional measures scenario (WaM);
- Based on the findings of the BaU, WeM and WaM scenarios, conduct impact analysis of different pathways/ measures/ targets on relevant socio-economic or SDG factors/ indicators;
- Update mitigation targets in the NDC including the new mitigation targets related to AFOLU with the latest and most robust data, information and/ or modelling;
- Prepare sectoral chapters of the updated NDC document based on the modelling results and choice of scenarios and formulate indicators for tracking progress on implementing mitigation measures and meeting the mitigation targets;
- Organize and implement a capacity building activity that will focus at strengthening institutional capacities at modelling, mitigation scenario development, development of mitigation indicators and tracking of mitigation progress;

Adaptation information

- Review of the existing climate change scenarios and models, and climate change impact assessment on the sector of tourism, settlements and population at the coastal zone:
 - the Vulnerability & Adaptation analysis under the First, Second and Third National Communication of Albania to the UNFCCC;
 - the outcomes of the project “Identification and implementation of adaptation measures in the Drini-Mati river deltas”;
 - EU Flood Protection Infrastructure Project – FPIP, 3rd Action
 - the results of the Vulnerability & Adaptation under the Fourth National Communication of Albania to the UNFCCC (work in progress);
 - the National Climate Change Strategy and its National Adaptation Plan;
- Reviewing and assessment of adaptation policies and measures, proposed in the frame of above-mentioned projects/strategy, and/or that have been implemented or are planned to be implemented in the coastal area of Albania as related to sectors of tourism, settlements and population;
- Based on analysis and assessment of existing climate change scenarios, adaptation policies and measures in above mentioned projects, and especially based on the National Adaptation Plan, prepare a summary of climate change trends, impacts and vulnerabilities, major planning milestones, expected outputs, and major programs or projects planned or under implementation tackling tourism and climate change adaptation at coastal area;

- Prepare sectoral chapter of updated NDC document based on the analysis and assessments conducted and formulate indicators for tracking progress on implementing adaptation measures based on NAP;
- Organize and implement a capacity building activity that will focus at strengthening institutional capacities on mainstreaming climate change in decision making processes and a better understanding of the importance of climate change scenarios and the impact of climate change on different economy sectors with focus on tourism;
- Based on the conducted gender analysis in the frame of the Fourth National Communication of Albania to the UNFCCC, describe relevance of gender differences for climate policies and actions and identify and address gender gaps and structural barriers to advancing gender equality and women empowerment as part of the NDC;

Task 3: Preparation of the revised National Determined Contribution report

The service provider shall prepare draft revised NDC report and it shall include:

- Sectoral chapter on mitigation measures, targets and indicators as specified in task 2;
- Sectoral chapter with information on adaptation as specified in task 2;
- Policy chapter that will ensure consistency between NDC targets and relevant existing and/or new policies, plans and targets. The NDC targets/ priorities have to be aligned with the long-term strategies, sub-national plans and/or sectoral plans;
- NDC finance plan that will propose different funding sources for NDC actions, including those where public finance could be leveraged;
- NDC Implementation Action Plan and recommendations for next steps;

Task 4: Revisions to the document as proposed by UNDP Albania, following the inputs from the consultations and review from the Ministry of Tourism and Environment and other relevant line ministries, until the final document is accepted both by UNDP Albania and the Ministry of Tourism and Environment

The Service provider will present the results and recommendations of the revised NDC report to the Ministry of environment and Tourism, other relevant line ministries, UNDP Albania and the public at the stage of the Draft revised NDC Report during the stakeholder consultation workshop. Based on the feedback from the stakeholders, relevant ministries and UNDP Albania project team, the Service provider will prepare final version of the revised NDC report.

Task 5: Support the Government of Albania in submitting the revised NDC to the UNFCCC

The service provider shall support the Government of Albania by providing a template document for the UNFCCC submission of the revised NDC.

Key Outputs:

- Kick off call;
- Delivery of work plan detailing the methodology for each of the above-mentioned tasks;
- Update on the results of modelling analysis for both mitigation and adaption as above-

mentioned

- Capacity building/training workshops with sectoral representatives on Mitigation and Adaptation actions (at least two);
- Draft report on revised NDC;
- Stakeholders consultation workshop (presentation of draft report)
- Final report incorporating the GoA and UNDP feedback;
- NDC Implementation Action Plan for mitigation and for adaptation measures and recommendations for next steps;
- The fulfilled template document for the UNFCCC submission of the revised NDC.

Qualifications and Expertise:

Responsible Project Manager/Team Leader

- Master's degree in the thematic areas relevant to the assignment (e.g. natural, technical, environmental sciences);
- Minimum 10 years of professional experience in the fields relevant for the assignment – climate change, climate change mitigation and/or development of related climate change policies and actions, including the NDCs;
- Knowledge and previous work in the region is an asset;
- Excellent communications, presentation, report writing and analytical skills;
- Capability to work effectively under deadline pressure and to take on a range of responsibilities;
- Ability to work in a team, good decision-making skills;
- Fluency in English, with excellent writing skills.

Other experts (three)

- Master's degree in the thematic areas relevant to the assignment (e.g. natural, technical, environmental sciences, law);
- Minimum 7 years of professional experience in the fields relevant for the assignment - energy planning, transport, industry and/or development of related climate change mitigation policies and actions including the NDCs;
- Minimum 7 years of professional experience in the fields relevant for the assignment - forestry, agriculture and/or development of related climate change mitigation policies and actions including the NDCs;
- Minimum 7 years of professional experience in the fields relevant for the assignment - coastal management & governance; marine spatial planning, tourism and/or development of related climate change adaptation policies and actions;
- Excellent communications, presentation, training delivery, report writing and analytical skills;
- Ability to work in a team;
- Fluency in English.

In responding to this expression, the “entity” should clearly specify how would provide the above referred skills, competence and services for their assignment. The curriculum vitae of staff who

would work on the assignment should be submitted.

General planning and timeframe:

The task will require meetings with relevant institutions, including Ministry of Tourism and Environment, Ministry of Infrastructure and Energy, Economy, their related institutes and agencies in charge for energy, transport, tourism, human settlements and population, Institute for Institute of Geo-sciences, Energy, Water and Environment, UNDP and other development partners interested on the enhanced NDC of Albania like GIZ, FAO, IRENA, etc. Due to the situation with Covid 19, the meeting, trainings and stakeholders' consultation will be done online.

The consulting firm will benefit from the expertise of two lead national consultants and their technical teams working for the preparation of the Fourth National Communication of Albania to the UNFCCC, respectively in the areas of mitigation and adaptation including a gender expert. The consulting firm will work in liaison with the NDC facilitator and the Covid 19-Economic Adviser, both funded and supported by the NDC partnership upon request of the Ministry of Tourism and Environment.

The enhanced NDC should be ready by end of December 2020.

The assignment will be conducted in the following phases:

1. Inception (2 weeks) including the evaluation framework/tools and work plan;
2. Data collection and analysis (1 month)
 - a. Desk reviews and interviews;
 - b. Analysis of findings and validation;
3. Draft of revised NDC, template for submission and the draft Action plan (1.5 months)
 - a. Drafting of the revised NDC-report for validation process
 - b. Drafting of the Action Plan;
 - c. Presentation of the draft to key stakeholders and validation workshop;
 - d. Finalization of the report & action plan;
 - e. Capacity building - training workshops.
4. Final report and the fulfilled template for the revised NDC submission to the UNFCCC (1 month).
 - a. Final editing, design, and production of the report.

The revised NDC report should be written clearly and without jargon in English, to a standard suitable for publication.

The estimated duration of work is 40 working days for the Team Leader and 20 working days each for the team of 3 specialists.