

## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: May 10, 2021
	REFERENCE: "Enhancing financial sustainability of Protected areas system in Albania"

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Maintenance of the unified outdoor hiking trails in Dajti and Divjake Karavasta NPs.**

Please be guided by the form attached hereto as Part 2, in preparing your Proposal. Proposals may be submitted on or before **Friday, May 21, 2021 at 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. Please find the link for all the procurement guides and videos:

<https://www.undp.org/content/undp/en/home/procurement/business/resources-for-bidders.html>

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
- 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 **120 (one hundred and twenty) 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. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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 Part 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/business/protest-and-sanctions.html>

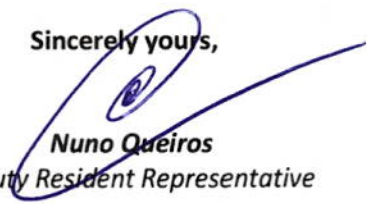
**UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.**

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:

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unscc/conduct_english.pdf)

**Thank you and we look forward to receiving your Proposal.**

Sincerely yours,

  
**Nuno Queiros**

Deputy Resident Representative





## PART 1

### DESCRIPTION OF REQUIREMENTS

Context of the Requirement	<p>The Government of Albania (GoA) has recently approved a new Law on Protected Areas, which over the long-term should result in a significant improvement in the overall management effectiveness of the country's system of PAs, covering 460,060 ha of marine and terrestrial habitats; it is substantially contributing to planning, administration and use of PAs in Albania consolidating the legal context for the declaration, conservation, administration, management and use of the PAs and their natural and biological resources as well as facilitating conditions for the development of environmental tourism; public information and education and the generation of direct and indirect economic benefits by the local population as well as the public and private sectors.</p> <p>As for the current funding baseline for the PA system, and the capacities to administer and improve PA revenue streams, they are still well below the levels required to ensure that the PAs system can properly serve its function as an important tool to protect biodiversity. So, the Ministry of Tourism and Environment and its agencies will need to have the ability to: (i) secure sufficient, stable and long-term financial resources for protected areas; (ii) allocate these resources in a timely manner and appropriate form to cover the full costs of protected areas; and (iii) ensure that the protected areas are managed effectively and efficiently with respect to conservation and other complementary objectives.</p> <p>In that respect, the project seeks to assist the GoA in reducing existing funding gaps for the system of PAs, improving the management and cost-efficiencies of individual PAs and building the financial management capacities of PAs nationwide by increasing the capacity of the central and local staff, and focusing relevant activities at two levels of support: (i) building the financial management capacities of the agency responsible for administering the system of protected areas (NAPA/RAPAs); and (ii) demonstrating the efficacy of different financing strategies in a sub-set of individual PAs.</p> <p>The project will also test and develop mechanisms for increasing income from conventional financial sources for protected areas and developing innovative alternative means of revenue generation, identifying opportunities for potential financial mechanisms in 3 PAs, namely Dajti NP, Divjake – Karavasta NP and Llogara-Karaburun – Sazan Ecosystem. This will essentially involve three main instruments: (1) Sustainability of the protected areas system institutionalized; (2) Co-management models in demonstration sites; (3) Business planning and revenue generation.</p> <p>Consequently, the current assignment addresses and links the sustained tourism development, with, PAs (NPs) efforts to better manage and conserve their habitats, namely pinpointing the hiking and trekking activities in the PAs, as one of few touristic alternatives to be applied in such sensitive sites, while contributing in the long run to their sustainability. This work ensures that a balance is maintained between the core biodiversity and heritage conservation mandate for PAs and their sustainable use for tourism, recreation and natural resource harvesting purposes.</p>
Implementing Partner of UNDP	Ministry of Tourism and Environment /National Agency of Protected Areas

<p>Brief Description of the Required Services<sup>1</sup></p>	<ul style="list-style-type: none"> <li>- Review the situation of the existing and planned hiking &amp; trekking trails in Dajti NP and Divjake-Karavasta NP based on the maintenance priorities and also on the need for setting up new connecting trails (elements to include are total number of trails and length, % of walking for pleasure, % of biking on paved trails, % of biking on unpaved trails, % of hiking, % of jogging or running)</li> <li>- Based on the findings and the situation review, organise and accomplish trails maintenance &amp; opening new trail if needs. This phase will include maintenance &amp; clear the existing trails: remove small trees, shrubs and limbs from large trees, rake debris from the trail, cut large trees, if any; remove stumps and boulders; move soil to level the tread.</li> </ul>
<p>List and Description of Expected Outputs to be Delivered</p>	<p>the normal process has to go through the below tasks:</p> <ol style="list-style-type: none"> <li><b>Selection of the corridor</b> – as the most enjoyable step in trail design it explores the corridor to determine where to place the trail. Analyse the entire area, refining the trail location as you gather more information; the agreed design features must be considered (Locating a new section of trail on a side slope; keeping the trail grade less than half of the grade of the hillside; building with a full bench cut to create a solid, durable tread; constructing plenty of grade reversals; out-sloping the tread; compacting the entire trail tread )</li> <li>On existing trails, <b>placing a priority on:</b> Correcting truly unsafe situations. As an example, repair impassable washouts along a cliff or reroute the trail. Correcting problems that cause significant trail damage, such as erosion. Restoring the trail to the planned design standard.</li> <li><b>Control points.</b> Control points are physical or legal constraints on a trail's location. Ownership or management unit boundaries, a steep slope forcing a trail through a narrow section of hillside, a cliff that forces a trail around one end, a wetland forcing the trail along a narrow upland ridge or a stream that can be crossed easily in only a few places are examples of control points. A special point of interest may also serve as a control point. Run your trail past significant points of interest, e.g., unusual landforms, different forest types or ages; forest opening; grassland; farmland, especially if it attracts feeding wildlife; scenic vista; boulders; rock outcrop; river; creek; historic site; archaeological site; wildlife habitats; and an old home- stead. Attract wildlife to the trail corridor with nesting boxes, breeding sites, food plots, feeding stations, roost poles, watering devices and other constructed habitats.</li> </ol>

<sup>1</sup>A detailed TOR may be attached if the information listed in this Part is not sufficient to fully describe the nature of the work and other details of the requirements.



	<p>d. <b>Mark Trail Location.</b> The trail must be designed/ maintained to lay comfortably on the land. To the greatest extent possible, environmentally benign trail locations must be sought. Unnecessarily steep, erodible, and/or dangerous slopes will be avoided whenever possible. Formed by a paint trail (es. white-red or red-white-red) placed at the start and along the path on stones or plants, used to confirm the route of the trail. Namely Horizontal signs must be referred to while choosing the best option of marking trails (ref. <i>"Guideline for trail network design and structures maintenance in Protected Areas"</i> UNDP/NAPA)</p> <p>e. <b>Clear the Trail</b> – Remove small trees, shrubs and limbs from large trees; Rake debris from the trail; Cut large trees; Remove stumps and boulders; Move soil to level the tread.</p> <p>f. <b>Produce and install direction and informative lecterns<sup>1</sup></b> as per agreed standards (ref. <i>"Guideline for trail network design and structures maintenance in Protected Areas"</i> UNDP/NAPA- an excerpt is annexed herewith below, whereas a copy will be provided to all interested applicant upon request). The number of tables will be according to trails demanding more visual signage:</p> <ul style="list-style-type: none"> <li>○ In Divjaka NP three trails to be marked with information tables and direction tables- other additional 5 trails requiring improvement and additional information and direction tables; namely improvement and arrangement to be dedicated at the "Kodra Path", which is considered as holy place of pilgrimage, aiming local landscape conservation</li> <li>○ in Dajti NP there are four trails requesting visual signage improvement with information and direction tables <sup>2</sup></li> </ul> <p>Therefore, the number of tables will be at least 4 direction tables and 4 informative tables for Dajti NP and 3 direction tables and 8 informative tables at Divjake-Karavasta NP<sup>3</sup>, All these, will be subject to on site verification with the park managers</p> <p>g. <b>Produce and install big informative tables<sup>4</sup></b> at the Visitor Centres of both NPs, with all information of the paths of the Park.</p> <p>All technical elements will be adjusted in close communication and exchange with the park's personnel (wooden signs, wooden/ aluminium plate lecterns). The philosophy behind must be 'do it right – do it once', work closely with parks and local authorities.</p>
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<sup>1</sup> "Guideline for trail network design and structures maintenance in Protected Areas" UNDP/NAPA, pages 58-59

<sup>3</sup> "Guideline for trail network design and structures maintenance in Protected Areas" UNDP/NAPA, pages 52-55

<sup>4</sup> "Guideline for trail network design and structures maintenance in Protected Areas" UNDP/NAPA, page 57

List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> <li>• A preliminary plan with trail intervention priorities split according to most demanding actions (respective terms inc. standardized signage, defined responsibilities and authority for maintenance of the trails, indications of trail networks and a national track record /inventory – at the end of 1<sup>st</sup> month of assignment</li> <li>• Report on the number of trails maintained and those newly established with respective details – at the end of 5<sup>th</sup> month of assignment</li> <li>• Setting of signs, tables, and information along the paths - at the end of 6th month of assignment</li> <li>• Final report</li> </ul>
Person to Supervise the work/Performance of the Service Provider	Project team
Frequency of Reporting	As per due time described above.
Progress Reporting Requirements	Narrative and financial reporting as linked to deliverables
Location of work	<input type="checkbox"/> Exact Address/es Dajti and Divjake Karavasta National Parks <input type="checkbox"/> At Contractor's Location
Expected duration of work	As per ToRs in PART 3
Target start date	May 30, 2021
Latest completion date	December 15, 2021
Travels Expected	In the site- Dajt and Divjake- Karavasta National parks
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<p><input checked="" type="checkbox"/> <b>Required</b>  <input type="checkbox"/> Not Required</p> <p>Please submit the time schedule table.  duration of the assignment will be 6 months. The indicative allocation will be the following:</p> <ul style="list-style-type: none"> <li>• At the end of 1<sup>st</sup> month - A preliminary plan with trail intervention priorities split according to most demanding actions (respective terms inc. standardized signage, defined responsibilities and authority for maintenance of the trails, indications of trail networks and a national track record /inventory.</li> </ul>

	<ul style="list-style-type: none"> <li>• At the end of 4<sup>th</sup> month – Report on the number of trails maintained and those newly established with respective details</li> <li>• At the end of 5<sup>th</sup> month - Setting of signs, tables, and information along the paths</li> <li>• At the end of the assignment - Final report for all the work done.</li> </ul>
Names and curriculum vitae of individuals who will be involved in completing the services	<p><input checked="" type="checkbox"/> <b>Required</b>  <input type="checkbox"/> Not Required</p> <p>The entity shall have:</p> <ul style="list-style-type: none"> <li>a) A solid background on forestry with long standing experiences</li> <li>b) At least 10 years' experience in provision of similar services, preferably in ecotourism managements, nature and PA management, or any related field.</li> <li>c) A track record of at least enrolment with program running similar sector issue (e.g. NATUARA 2000 or with relevant NGOs)</li> <li>d) The necessary skills and capacity to organize the missions and the works on sit</li> <li>e) Knowledge of the area and good cooperation with the NAPA and RAPA</li> </ul> <p>The Bidders shall propose a team of at least 2 experts, composed by:</p> <ul style="list-style-type: none"> <li>• One Team leader/Leading environment expert – at least 7 years of experience</li> <li>• One senior expert – environment guide expert with good knowledge of the area</li> </ul>
Currency of Proposal	<p><input type="checkbox"/> United States Dollars  <input type="checkbox"/> Euro  <input checked="" type="checkbox"/> <b>Local Currency (Albanian Lek)</b></p>
Value Added Tax on Price Proposal <sup>5</sup>	<p><input checked="" type="checkbox"/> <b>must be inclusive of VAT and other applicable indirect taxes</b>  <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes</p> <p><i>Based on the Decision of Council of Ministers No. 143, dated 13.02.2020 "On the procedures for issuing the authorization for subjects of reconstruction and for exemption from value added taxation (VAT) of furniture of goods and services related with reconstruction process", amended by the Decision of Council of Ministers No. 804, dated 30.09.2020, the projects under this call are VAT exempted.</i></p> <p><i>Please, follow the link below for more details regarding this issue:</i>  <a href="https://qbz.qov.al/eli/vendim/2020/09/30/804/0752944c-d6e2-478d-ac39-666cb0b2f5dc">https://qbz.qov.al/eli/vendim/2020/09/30/804/0752944c-d6e2-478d-ac39-666cb0b2f5dc</a></p>
Validity Period of Proposals (Counting for the last day of submission of quotes)	<p><input type="checkbox"/> 60 days  <input type="checkbox"/> 90 days  <input checked="" type="checkbox"/> <b>120 days</b></p>

<sup>5</sup>VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.



	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																
Partial Quotes	<input checked="" type="checkbox"/> <b>Not permitted</b> <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>																
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input type="checkbox"/> Not Required <input checked="" type="checkbox"/> <b>Required.</b> Please submit the time schedule table.																
Payment Terms <sup>6</sup>	<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></td><td></td><td>At the end of month 1</td><td>A preliminary plan with trail intervention priorities split according to most demanding actions (respective terms inc. standardized signage, defined responsibilities and authority for maintenance of the trails, indications of trail networks and a national track record /inventory.</td></tr> <tr> <td></td><td></td><td>At the end of month 4</td><td>Report on the number of trails maintained and those newly established with respective details</td></tr> <tr> <td></td><td></td><td>At the end of month 5</td><td>Setting of signs, tables, and information along the paths</td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release			At the end of month 1	A preliminary plan with trail intervention priorities split according to most demanding actions (respective terms inc. standardized signage, defined responsibilities and authority for maintenance of the trails, indications of trail networks and a national track record /inventory.			At the end of month 4	Report on the number of trails maintained and those newly established with respective details			At the end of month 5	Setting of signs, tables, and information along the paths
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		At the end of month 4	Report on the number of trails maintained and those newly established with respective details														
		At the end of month 5	Setting of signs, tables, and information along the paths														

<sup>6</sup>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.



			At the end of month 6	Final report for all the work done	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Program staff				
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> <b>Contract for Goods and/or Services</b> <input type="checkbox"/> Long-Term Agreement <sup>7</sup> (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract [pls. specify]				
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> <b>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.</b>				
Criteria for the Assessment of Proposal	<p><b>1.1 Preliminary Examination and eligibility criteria and fulfillment of minimum qualification requirements</b></p> <p>Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements. Eligibility criteria and minimum requirement will be evaluated on a Pass/Fail basis. If the proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria unless otherwise specified in the criterion.</p> <p><b>Fulfillment of Minimum Qualification Requirements and Eligibility Criteria are explained in detail in PART 5.</b></p> <p><b>1.2 Technical Proposal Evaluation</b></p> <p>The evaluation team shall review and evaluate the Technical Proposals of only those companies that fulfill the minimum qualification requirements and eligibility criteria outlined in PART 5.</p>				

<sup>7</sup> 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 \$200,000.00.

	<p>The technical proposals will be evaluated based on their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in PART 6 (Technical Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score of 70%.</p> <p><b>Technical Proposal (70%)</b></p> <p><input checked="" type="checkbox"/> Expertise of the Firm 30%</p> <p><input checked="" type="checkbox"/> Methodology, its Appropriateness to the Condition and Timeliness of the Implementation Plan 40%</p> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30%</p> <p><b>Financial Proposal (30%)</b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<p><input checked="" type="checkbox"/> <b>One and only one Service Provider</b></p> <p><input type="checkbox"/> One or more Service Providers, depending on the following factors:</p>
Contract General Terms and Conditions <sup>8</sup>	<p><input checked="" type="checkbox"/> <b>General Terms and Conditions for contracts (goods and/or services)</b></p> <p><input type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000)</p> <p>Applicable Terms and Conditions are available at:  <a href="http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html">http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</a></p>
Annexes to this RFP <sup>9</sup>	<p><input checked="" type="checkbox"/> <b>Form for Submission of Proposal [Part 2]</b></p> <p><input checked="" type="checkbox"/> <b>General Terms and conditions [Part 3]</b></p> <p><input checked="" type="checkbox"/> <b>Detailed ToRs [Part 4]</b></p> <p><input checked="" type="checkbox"/> <b>Minimum Qualification Requirements and Eligibility Criteria [Part 5]</b></p> <p><input checked="" type="checkbox"/> <b>Technical Evaluation Criteria [Part 6]</b></p> <p><input type="checkbox"/> Others<sup>10</sup> [pls. specify]</p>
Contact Person for Inquiries (Written inquiries only) <sup>11</sup>	<p>UNDP Albania Procurement Unit  <a href="mailto:procurement.al@undp.org">procurement.al@undp.org</a></p> <p>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.</p>
Other Information [pls. specify]	<p><b>Submission of Proposals</b></p> <p>Bidder's proposals will consist of Two Parts.</p>

<sup>8</sup>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.

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

<sup>10</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>11</sup> 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.



	<p><b>Part 1</b>  <b>Bidder's qualification, capacity and experience &amp; Management Structure and Key Personnel</b></p> <p>Bidders must all the related documents, such as legal documents, similar experience, annual turnover, financial statements etc. The applicant also must submit the CVs of Key Personnel in this part of the submission.</p> <p><b>Part 2</b>  <b>Proposed Plan Methodology, its appropriateness to the condition and timeliness of the implementation plan and Financial Proposal</b></p>
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## PART 3

### FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>12</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>13</sup>)*

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[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:

#### 2.1 Qualifications of the Service Provider

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

- a) Profile – describing the nature of the 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 sheets 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 the description of contract scope, contract duration, contract value, contact references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List, or Other UN Ineligibility List.*

#### 2.2 Proposed Methodology for the Completion of Services

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a*

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<sup>12</sup>This serves as a guide to the Service Provider in preparing the Proposal.

<sup>13</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



*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.*

### 2.3 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.*

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

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

### 2.5 Cost Breakdown Cost of Component 1(the table is an example)

	<b>Proposed Input</b>	<b>Monthly Rate</b>	<b>Total Cost</b>
	<b>Month</b>		
<b>Key staff</b>			
<b>Non-Key Staff</b>			
<b>Other Services<sup>14</sup></b>			

<sup>14</sup>Bidders must include the Institute of Construction and Environmental Impact Assessment approval fees within their design financial offer.

<b>Total Cost of Component 1</b>			

## 2.6 Cost Breakdown Cost of Component 2

	Proposed Input	Monthly Rate	Total Cost
	Month		
<b>Key staff</b>			
<b>Non-Key Staff</b>			
<b>Other Services</b>			
<b>Total Cost of Component 2</b>			

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



## TERMS OF REFERENCE

### Maintenance of the unified outdoor hiking trails in Dajti and Divjake-Karavasta NPs

#### 1. Project background:

The Government of Albania (GoA) has done significant improvement in the overall management of the country's system of Protected Areas, which cover about 18% of the Albanian territory. The National Agency of Protected Areas is substantially contributing to planning, administration and use of PAs in Albania consolidating the legal context for the declaration, conservation, administration, management and use of the PAs and their natural and biological resources as well as facilitating conditions for the development of environmental tourism; public information and education and the generation of direct and indirect economic benefits by the local population as well as the public and private sectors.

As for the current funding baseline for the PA system, and the capacities to administer and improve PA revenue streams, they are still well below the levels required to ensure that the PAs system can properly serve its function as an important tool to protect biodiversity. So, the Ministry of Tourism and Environment and its agencies will need to have the ability to: (i) secure sufficient, stable and long-term financial resources for protected areas; (ii) allocate these resources in a timely manner and appropriate form to cover the full costs of protected areas; and (iii) ensure that the protected areas are managed effectively and efficiently with respect to conservation and other complementary objectives.

In that respect, the project seeks to assist the GoA in reducing existing funding gaps for the system of PAs, improving the management and cost-efficiencies of individual PAs and building the financial management capacities of PAs nationwide by increasing the capacity of the central and local staff, and focusing relevant activities at two levels of support: (i) building the financial management capacities of the agency responsible for administering the system of protected areas (NAPA/RAPAs); and (ii) demonstrating the efficacy of different financing strategies in a sub-set of individual PAs.

The project will also test and develop mechanisms for increasing incomes from conventional financial sources for protected areas and developing innovative alternative means of revenue generation, identifying opportunities for potential financial mechanisms in 3 PAs, namely Dajti NP, Divjake – Karavasta NP and Llogara-Karaburun – Sazan Ecosystem. This will essentially involve three main instruments: (1) Sustainability of the protected areas system institutionalized; (2) Co-management models in demonstration sites; (3) Business planning and revenue generation.

Consequently, the current assignment addresses and links the sustained tourism development, with, PAs (NPs) efforts to better manage and conserve their habitats, namely pinpointing the hiking and trekking activities in the PAs, as one of few touristic alternatives to be applied in such sensitive sites, while contributing in the long run to their sustainability. This work ensures that a balance is maintained between the core biodiversity and heritage conservation mandate for PAs and their sustainable use for tourism, recreation and natural resource harvesting purposes.

#### 2. Scope of work, responsibilities and duties

The scope of the assignment is to contribute to the improved tourism facilities in two of the main national parks, namely by establishing and maintaining, wherever necessary, outdoor hiking trails as per agreed

standards and signage system in Albania, and respective guideline & regulatory framework developed recently.

In close cooperation with the Regional Administration of Protected Areas of Tirana and Fier, the entity will have to:

- Review the situation of the existing and planned hiking & trekking trails in Dajti NP and Divjake-Karavasta NP based on the maintenance priorities and also on the need for setting up new connecting trails (elements to include are total number of trails and length, % of walking for pleasure, % of biking on paved trails, % of biking on unpaved trails, % of hiking, % of jogging or running)
- Based on the findings and the situation review, organise and accomplish trails maintenance & opening new trail if needs. This phase will include maintenance & clear the existing trails: remove small trees, shrubs and limbs from large trees, rake debris from the trail, cut large trees, if any; remove stumps and boulders; move soil to level the tread.

the normal process has to go through the below tasks:

- a. **Selection of the corridor** – as the most enjoyable step in trail design it explores the corridor to determine where to place the trail. Analyse the entire area, refining the trail location as you gather more information; the agreed design features must be considered (Locating a new section of trail on a side slope; keeping the trail grade less than half of the grade of the hillside; building with a full bench cut to create a solid, durable tread; constructing plenty of grade reversals; out-sloping the tread; compacting the entire trail tread)
- b. On existing trails, **placing a priority on:** Correcting truly unsafe situations. As an example, repair impassable washouts along a cliff or reroute the trail. Correcting problems that cause significant trail damage, such as erosion. Restoring the trail to the planned design standard.
- c. **Control points.** Control points are physical or legal constraints on a trail's location. Ownership or management unit boundaries, a steep slope forcing a trail through a narrow section of hillside, a cliff that forces a trail around one end, a wetland forcing the trail along a narrow upland ridge or a stream that can be crossed easily in only a few places are examples of control points. A special point of interest may also serve as a control point. Run your trail past significant points of interest, e.g., unusual landforms, different forest types or ages; forest opening; grassland; farmland, especially if it attracts feeding wildlife; scenic vista; boulders; rock outcrop; river; creek; historic site; archaeological site; wildlife habitats; and an old home- stead. Attract wildlife to the trail corridor with nesting boxes, breeding sites, food plots, feeding stations, roost poles, watering devices and other constructed habitats.
- d. **Mark Trail Location.** The trail must be designed/ maintained to lay comfortably on the land. To the greatest extent possible, environmentally benign trail locations must be sought. Unnecessarily steep, erodible, and/or dangerous slopes will be avoided whenever possible. Formed by a paint trail (es. white-red or red-white-red) placed at the start and along the path on stones or plants, used to confirm the route of the trail. Namely Horizontal signs must be referred to while choosing the best option of marking trails (ref. *"Guideline for trail network design and structures maintenance in Protected*



*Areas" UNDP/NAPA)*

- e. **Clear the Trail** – Remove small trees, shrubs and limbs from large trees; Rake debris from the trail; Cut large trees; Remove stumps and boulders; Move soil to level the tread.
- f. **Produce and install direction and informative lecterns<sup>ii</sup>** as per agreed standards (*ref. "Guideline for trail network design and structures maintenance in Protected Areas" UNDP/NAPA*- an excerpt is annexed herewith below, whereas a copy will be provided to all interested applicant upon request). The number of tables will be according to trails demanding more visual signage:
  - o In Divjaka NP three trails to be marked with information tables and direction tables- other additional 5 trails requiring improvement and additional information and direction tables; namely improvement and arrangement to be dedicated at the "Kodra Path", which is considered as holy place of pilgrimage, aiming local landscape conservation
  - o in Dajti NP there are four trails requesting visual signage improvement with information and direction tables<sup>15</sup>

Therefore, the number of tables will be at least 4 direction tables and 4 informative tables for Dajti NP and 3 direction tables and 8 informative tables at Divjake-Karavasta NP <sup>16</sup>, All these, will be subject to on site verification with the park managers

- h. **Produce and install big informative tables<sup>17</sup>** at the Visitor Centres of both NPs, with all information of the paths of the Park.

All technical elements will be adjusted in close communication and exchange with the park's personnel (wooden signs, wooden/ aluminium plate lecterns). The philosophy behind must be 'do it right – do it once', work closely with parks and local authorities.

## **Deliverables and Time Frame**

The duration of the assignment will be 6 months. The indicative allocation will be the following:

- 20 % of the payment - at the end of 1<sup>st</sup> month - A preliminary plan with trail intervention priorities split according to most demanding actions (respective terms inc. standardized signage, defined responsibilities and authority for maintenance of the trails, indications of trail networks and a national track record /inventory.
- 40 % of the payment - at the end of 4<sup>th</sup> month – Report on the number of trails maintained and those newly established with respective details
- 30% of the payment - at the end of 5<sup>th</sup> month - Setting of signs, tables, and information along the paths
- 10 % of the payment - at the end of the assignment - Final report for all the work done.

<sup>15</sup> "Guideline for trail network design and structures maintenance in Protected Areas" UNDP/NAPA, pages 58-59

<sup>16</sup> "Guideline for trail network design and structures maintenance in Protected Areas" UNDP/NAPA, pages 52-55

<sup>17</sup> "Guideline for trail network design and structures maintenance in Protected Areas" UNDP/NAPA, page 57

### **Entity requirements**

The entity shall have:

- f) A solid background on forestry with long standing experiences
- g) At least 10 years' experience in provision of similar services, preferably in ecotourism managements, nature and PA management, or any related field.
- h) A track record of at least enrolment with program running similar sector issue (e.g. NATURA 2000 or with relevant NGOs)
- i) The necessary skills and capacity to organize the missions and the works on sit
- j) Knowledge of the area and good cooperation with the NAPA and RAPAs of Tirana and Fier

The trails are located at the most important intersections of a path (stairs, branches, villages, reference places) that usually appear in cartography; include the location name and corresponding altitude. It should be placed on the same pillar with the auxiliary signs, with 5cm space. The rectangular area tables are made of Forex or Aluminum with the following dimensions:

- length: 25 cm
- height: 15 cm
- width: 2 cm (Forex®), 5 mm (Alumin)

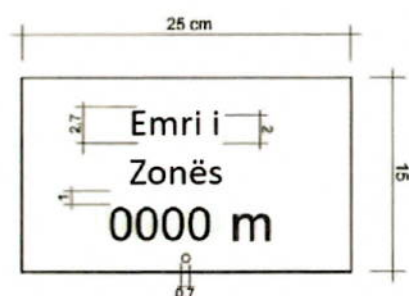


Table showing the name of the place

No commas should be added to the label to round the figures. Place names should be written in the center, and black Arial writing, approximately 20mm (lowercase) and 27mm (upper case and numbers).

#### Informative table

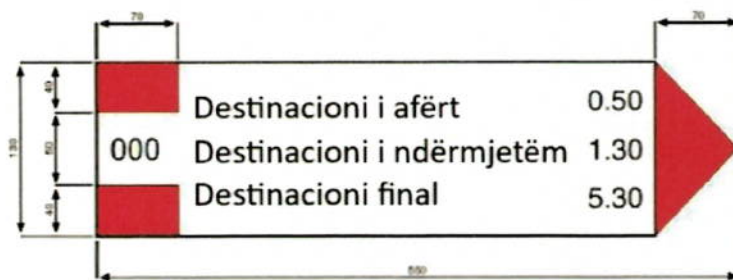
It usually consists of signposts placed at the beginning of the path and at major intersections, with information on designated areas and distance to the destination (near, intermediate and distant) with travel time and path number (direction signs); other types of boards are planned for thematic trails or to invite hiking (sites tablesles/ boards, information panels).

#### Signs of direction

Used to indicate the direction and location of the route destination and the time needed for a simple visitor to arrive. These should be placed at the beginning and end of the path, at intersections with paths and other roads. The tables have the shape of an arrow; they are made of Forex® or aluminum with the following dimensions:

- length: 55 cm
- height: 15 cm
- width: 2 cm (Forex®), 5 mm (Alumin)





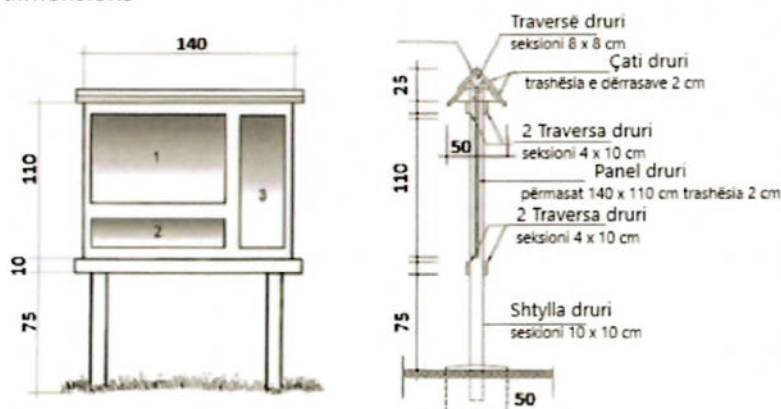
### Sign/direction sign Information panel

They are large format panels of Forex® or Dibond®, located in villages or important access points for the network of trails. Contains the group of area trails, also providing geographical, environmental and historical information.

The panel includes three smaller sections that refer to:

1. A schematic map of the network of paths and connecting roads, and the existing infrastructure; (size 90x60cm);
2. List of paths accessible from the area, number of paths, walking time (size 90x20cm);
3. Descriptions of the historical and environmental characteristics of the area and any other additional information. (size 90x30cm)

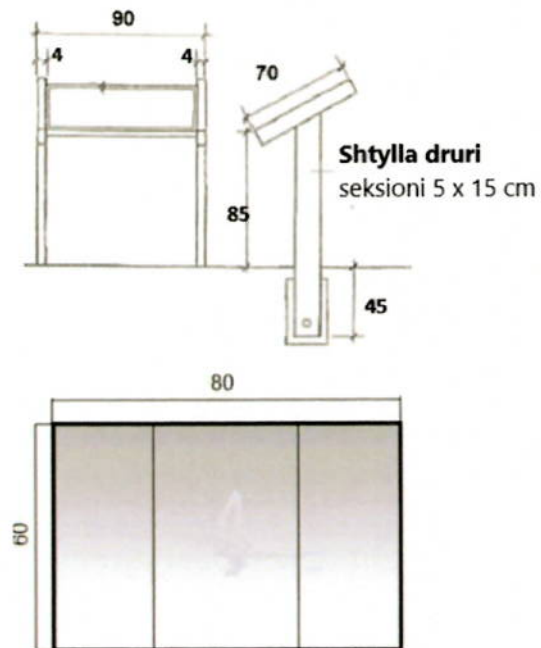
The main structure is made of processed wood (pine or fir) with the following construction scheme and dimensions



### Information Panels - Small format panels

It is a small format Forex or Dibond panel, located close to the main areas of interest along the network of trails (natural, historical, geological monuments and information on natural features). The panel includes graphic diagrams, descriptions of historical or environmental aspects of the territory and any other additional information about the protected area.

The main structure is made of processed wood with the following construction scheme and dimensions



The main structure of the small format information panel

<sup>1</sup> a tall stand with a sloping top to hold a book or notes, from which someone, typically a preacher or lecturer, can read while standing up.

<sup>2</sup> a tall stand with a sloping top to hold a book or notes, from which someone, typically a preacher or lecturer, can read while standing up.

**1.1 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



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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

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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:**



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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.**



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- 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.

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- 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



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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



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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.