



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

	DATE: 06 September 2022
	REFERENCE: Business Partnerships and Solutions for SDGs

Dear Sir / Madam:

We kindly request you to submit your Proposal for the *“Qualitative assessment with the main actors in the agri-processing sector to assess SDG principles and positive practices adopted by the private sector, as well as design a roadmap of SDG/EU Green Agenda adoption in agri-processing sector in Albania”*.

Please be guided by the form attached hereto as Part 2, in preparing your Proposal. Proposals may be submitted on or before **Wednesday, September 21, 2022 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 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,

DocuSigned by:

Nuno Queiroz

Deputy Resident Representative

Description of Requirements

Context of the Requirement	Conduct a qualitative assessment, and design a roadmap of SDG/EU Green Agenda adoption, in agri-processing sector in Albania
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services ¹	<p>In the framework of Business Partnerships and Solutions for SDGs' project, the focus of SDG work with the private sector in Albania will be placed on two sectors: agri-processing and textile, which have been selected for their significant economic impact on the country's overall economic performance and employment.</p> <p>The agri-processing sector in Albania needs significant investments to achieve its potential for rapid growth and has the potential to grow faster. Thus, the aim of this assignment is to pioneer collaboration, with companies of the same sector coming together to define a new SDG-based strategy for their industry. Part of the evaluation will be focus group discussions and interviews with relevant actors from the agri-processing sector in Albania. This process will have technical facility from FAO Albania. On the other hand, a roadmap should be designed for SDG/EU Green Agenda adaption in the target agri-processing sector.</p> <p>The qualitative analysis will aim to capture and track business practices aligned with the SDGs, as well as insights and expectations from relevant actors in the agri-processing sector including CEOs, NGOs, etc. The analysis is envisioned to include four components, which will be conducted under the guidance of the Programme Specialist and the monitoring of the Project Manager. The contractor is expected to carry out the tasks described below.</p> <p><u>Focus Groups</u></p> <p>The contractor has the responsibility of designing and conducting 6 focus group discussions with focus on agri-processing companies dealing with dairy products, meat and fish, wine, olive oil, etc. The process of companies' selection should consider other criteria, such as: the number of employees, company's turnover, products exported, etc. The contractor will have the responsibility to:</p> <p>Design and conduct 6 focus groups themed-based discussions with relevant actors in the sector including the following activities:</p> <ul style="list-style-type: none"> ▪ Prepare and submit for approval the overall approach and methodology,

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>including the profile of respondents to participate in focus group discussions.</p> <ul style="list-style-type: none"> ▪ Prepare and submit for approval the focus group guide/s. ▪ Conduct 6 focus group discussions. ▪ Detailed report writing for each of the focus groups, as well as a concise summary for all the focus groups that will be organised. <p><u>Desk research</u></p> <ul style="list-style-type: none"> ▪ Desk research on the potential, role and impact of the agri-processing sector in Albania. Also, a summary of the national strategies, sectorial approaches, etc. for this sector and for SDGs implementation from a public sector perspective. ▪ Desk research of sustainable practices on the agri-processing sector in the EU countries, as well as the region. <p><u>Case studies</u></p> <ul style="list-style-type: none"> ▪ Conduct at least 3 case studies of the best sustainable development practices of the project deliverables in the Albanian context. <p><u>Roadmap</u></p> <p>Analyze and design a roadmap for SDG/EU Green Agenda adaption in the target agri-processing sector.</p> <ul style="list-style-type: none"> ▪ Develop an outline of the analyses. ▪ Run the analyses using the focus groups data as per agreed data analyses strategy. ▪ Interview with key stakeholders, policy makers, chambers of commerce, business associations, etc. ▪ Present the results of the analyses in a report. The contractor is expected to prepare info-graphic based presentations of key results.
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> ▪ Inception report ▪ Research instruments ▪ Report of findings (draft and final)
Person to Supervise the Work/Performance of the Service Provider	The contracted entity will be reporting to the Project Manager.
Frequency of Reporting	<ul style="list-style-type: none"> ▪ Inception report (within 2 weeks after signing the contract). ▪ Progress report and Draft roadmap (by the end of October 2022). ▪ Final stocktaking report and Final roadmap (by mid-December 2022) – End of Contract.

Progress Reporting Requirements	Written communication																
Location of work	<input checked="" type="checkbox"/> At Contractor's Location																
Expected duration of work	3 months																
Target start date	late September – October 2022																
Latest completion date	mid December 2022																
Travels Expected	YES <table border="1" data-bbox="500 541 1372 840"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>To be decided</td><td>To be decided</td><td>6 focus groups organized in different cities within the country</td><td>To be decided</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	To be decided	To be decided	6 focus groups organized in different cities within the country	To be decided								
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Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others N/A																
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others N/A																
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																
Currency of Proposal	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency (Albanian Lek - ALL)																
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																

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

Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<input checked="" type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> 120 days <p>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.</p>																							
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [<i>pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)</i>]																							
Payment Terms ³	<p>20% – upon submission of Deliverables 1 40% – upon submission and approval of final report (Deliverable 2) 40% – upon submission and approval of final report (Deliverable 3)</p> <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></td><td rowspan="6"> <p>Within thirty (30) days from the date of meeting the following conditions:</p> <p>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>b) Receipt of invoice from the Service Provider.</p> </td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table>	Outputs	Percentage	Timing	Condition for Payment Release				<p>Within thirty (30) days from the date of meeting the following conditions:</p> <p>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>b) Receipt of invoice from the Service Provider.</p>															
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Business Partnerships and Solutions for SDGs Project Manager																							
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services																							

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.

	<input type="checkbox"/> Long-Term Agreement <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input checked="" type="checkbox"/> Other Type of Contract <i>[Contract for Goods and/or Services]</i>
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical evaluation and 30% financial proposal) <input type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm (30%) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (40%) <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (30%) <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i>
Contract General Terms and Conditions ⁴	<input checked="" type="checkbox"/> General Terms and Conditions for contracts (goods and/or services) <input type="checkbox"/> General Terms and Conditions for de minimis contracts (services only, less than \$50,000) Applicable Terms and Conditions are available at: http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁶ <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others ⁷ <i>[pls. specify]</i>

⁴ 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.

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.

Contact Person for Inquiries (Written inquiries only) ⁸	<i>UNDP Albania Procurement Unit</i> <i>procurement.al@undp.org</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information <i>[pls. specify]</i>	N/A

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.

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 methodology will be appropriate to the local conditions and context of the work.

C. Qualifications of Key Personnel

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

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

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

D. Cost Breakdown per Deliverable*

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

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

Annex 3***General Terms and Conditions for Services*****1.0 LEGAL STATUS:**

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other

intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
 - 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the

performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- 16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

- 18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties

or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

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

20.0 MINES:

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

23.0 AUTHORITY TO MODIFY:

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

TERMS OF REFERENCE

1. Background

Albania's private sector mainly consists of micro and small businesses. In 2019, there were around 162,000 registered businesses, of which 1.2 percent (2,000 or so) were large companies. A quarter of all SME's are in the agricultural and agri-processing sectors, accounting for about half of total employment of both women and men, more than one-fifth of GDP and form the main source of employment and income in rural areas. Despite the significance of agriculture (which generated 21.2% of gross value added in 2019 according to EuroStat, the largest in the region), agricultural incomes and investment are low, and the food trade balance is in deficit.

Albania's business environment remains prone to structural weaknesses and performs below its potential, and efforts to improve the business environment need more effective instruments and incentives.

All 193 Member States of the United Nations (UN) have committed themselves to solving the world's biggest challenges by 2030: ending global poverty, protecting our planet and ensuring a life of dignity for all. This agenda (known as Agenda 2030) includes 17 Sustainable Development Goals (SDGs) which provide the framework for shared action to be implemented by all countries and all stakeholders, acting in collaborative partnerships. Albania adopted the Declaration of the Summit on Sustainable Development, demonstrating commitment towards SDGs.

Harnessing the potential of SDGs is beyond the reach of any individual company. It will be possible to achieve them only through pioneering collaboration, with companies of the same sector coming together to define a new SDG-based strategy for their industry. In addition, although the full implementation of SDGs will have a positive impact in the overall economy involved, businesses that align their strategy with the Goals will, in the short period, start to incur costs that their competitors do not face. A sectorial approach helps all the players to raise and maintain standards at the same time to keep the playing field level.

2. Agri-processing industry

Agri-processing industry is the sub-sector of manufacturing that processes raw materials and intermediate products derived from the agriculture, forestry and fisheries. Albania is going through a transformation of agricultural and fisheries products that requires economically viable processing operators, equipped to meet the current and future challenges to ensure the country's sustainable food system.

A recent report (2020) from the [Albanian Investment Council](#) indicates that there are 2,476 agri-processing companies of which: about 65.4% deal mostly with production flour, bakery, pasta, cookies and sweets; about 12.8% with dairy products; about 5.4% with meat and fish products; about 4.2% with production of wine and alcoholic drinks. Only about 1.2% of companies deal with processing of fruit, vegetables and MAPs and the rest dealing mineral water, soft drinks, and other uncategorised products.

Agri-processing has seen a significant increase over the last 10 years reaching 24.4% of the total agricultural turnover. Trends are very positive, indicating that the sector has high potential for development and job creation. Sector turnover has nearly doubled while employment has increased with

around 20%. The overall production value of the agri-processing sub-sector has increased by about 8.4% cumulative (2019/2015) reaching up to 70,031 million ALL in 2019 (app 580 million Euros). Exports of fish products have increased 4 times during the last six years reaching up to 100 million Euros in 2019. Fish processing industry is focusing on exporting to the EU and the potential for expansion is high. Aquaculture products have also become increasingly important, as it is still not meeting domestic demand, which is growing due the expansion of tourism.

Agri-processing industry is considered to have significant potential for investment and increased contribution to the local economy especially for the top three products of chestnuts, tomatoes, and medicinal/aromatic plants. Other products with significant potential include olive oil, honey, blueberry, strawberries and pomegranate.

On the other hand, obstacles are reported related to access to finance, access to raw materials and fragmentation and lack of cooperation. Most of the needs at the processing level concerns renovating the storage and processing environment. With the exception of some large companies active in the MAPs, meat and milk sub-sector, the large majority of agri-processing companies are micro and small businesses, with rather modest technologies, relatively low processing capacities and producing mostly for the local market.

Product quality/standards is an important factor that could increase the competitiveness of Albanian agribusiness in local, regional and international markets. Many of the value chain actors lack knowledge on the requirements related to national and international quality standards as well as on good agricultural practices and other agri-environmental considerations. Furthermore, the competitiveness of agri-processing is also damaged as a result of high packaging costs (i.e. glass packaging, which is an imported taxed product) making packed processed products less competitive both in the domestic and international markets.

The promotion of sustainable production and food quality through a competitive and innovative agri-food sector is an objective of the National Strategy of Agriculture, Rural Development and Fisheries (2021 – 2027). Investments and modernization physical assets in the processing and marketing of agricultural and fisheries products will be increasingly supported by IPARD that commits to reach up to 270 beneficiaries in 2027.

3. Scope of Work

The focus of SDG work with the private sector in Albania will be placed on two sectors – agri-processing and textile sectors, which have been selected for their significant economic impact on the country's overall economic performance and employment.

The agri-processing sector in Albania needs significant investments to achieve its potential for rapid growth and has the potential to grow faster. Thus, the aim of this assignment is to pioneer collaboration, with companies of the same sector coming together to define a new SDG-based strategy for their industry. Part of the evaluation will be focus group discussions and interviews with relevant actors from the agri-processing sector in Albania. This process will have technical facility from FAO Albania. On the other hand, a roadmap should be designed for SDG/EU Green Agenda adaption in the target agri-processing sector.

Qualitative Assessment

The qualitative analysis will aim to capture and track business practices aligned with the SDGs, as well as insights and expectations from relevant actors in the agri-processing sector including CEOs, NGOs, etc. The analysis is envisioned to include four components, which will be conducted under the guidance of the Programme Specialist and the daily monitoring of the Project Manager. The contractor is expected to carry out the tasks described below.

Focus Groups

The contractor has the responsibility of designing and conducting 6 focus group discussions with focus on agri-processing companies dealing with dairy products, meat and fish, wine, olive oil, etc. The process of companies' selection should consider other criteria, such as: the number of employees, company's turnover, products exported, etc. The contractor will have the responsibility to:

- Design and conduct 6 focus groups themed-based discussions with relevant actors in the sector including the following activities:
 - Prepare and submit for approval the overall approach and methodology, including the profile of respondents to participate in focus group discussions.
 - Prepare and submit for approval the focus group guide/s.
 - Conduct 6 focus group discussions.
 - Detailed report writing for each of the focus groups, as well as a concise summary for all the focus groups that will be organised.

Desk research

- Desk research on the potential, role and impact of the agri-processing sector in Albania. Also, a summary of the national strategies, sectorial approaches, etc. for this sector and for SDGs implementation from a public sector perspective.
- Desk research of sustainable practices on the agri-processing sector in the EU countries, as well as the region.

Case studies

- Conduct at least 3 case studies of the best sustainable development practices of the project deliverables in the Albanian context.

Roadmap

Analyze and design a roadmap for SDG/EU Green Agenda adaption in the target agri-processing sector.

- Develop an outline of the analyses.
- Run the analyses using the focus groups data as per agreed data analyses strategy.
- Interview with key stakeholders, policy makers, chambers of commerce, business associations, etc.
- Present the results of the analyses in a report. The contractor is expected to prepare info-graphic based presentations of key results.

4. Deliverables

Key deliverables of the contractor include the results of the field work and the analyses. More specifically:

1. Inception report

Sampling approach, methodology and timeline (focus groups). This report should be submitted within 2 weeks from the contract signature.

2. Research instruments

Focus group guide/s within 3 weeks from the contract signature.

3. Report of findings (draft and final)

- a. Prepare one stocktaking report (draft and final) on the current status of initiatives in the agri-processing sector, for understanding the number of private sector entities exposed to SDG positive business practices. This includes summarizing findings from the focus group discussions, and the relevant case studies.
- b. Prepare one roadmap (draft and final) that will show steps needed to adapt the EU Green Agenda and its five pillars.

5. Timeline and Management Arrangements

The contractor is responsible for managing the process of the tasks, its human resources, logistics and expenditures related with the tasks in terms of time and adequacy in close consultation with UNDP.

6. Time Frame and Reporting

The stocktaking report and the roadmap are expected to be completed in a 11-week time frame aiming to start in late September – October 2022 and ending in mid-December 2022. The field work and draft report are expected to be completed by end of October 2022. The contractor is expected to submit three reports, scheduled as follows:

- Inception report (2 weeks after signing the contract).
- Progress report and Draft roadmap (by end November 2022).
- Final stocktaking report and Final roadmap (by end December 2022).

7. Competences and Qualifications required for the assignment

The eligible contractor must be a for-profit, non-for-profit, or private firm with at least ten (10) demonstrated years of experience in conducting research in support of policy making. Experience and involvement in any similar complex national scale research with focus on agri-processing sector is an asset.

The contractor should demonstrate its managerial and backstopping capacities to lead the assignment toward successful completion with budget and time-frame requirements.

The Contractor should also demonstrate its technical capacities engaged in this assignment as a guarantee to achieving the results as outlined throughout the RFP.

The managerial capacities and technical capacities are required to be specified and presented in the technical proposal. The contractor would be required to engage a senior management staff as a team leader for the assignment and at least two technical experts.

The contractor is expected to present a clear plan on the field work including the number and the profile of the quality assurance staff.

The competences, qualification and experience of the staff will be crucial to the evaluation of the institutional capacity.

7.1 Team Leader

Team Leader would be the responsible person for overall coordination of the assignment. S/He will be the responsible person for the quality of the deliverables and act as the counterpart of UNDP for this assignment. Duration of assignment: 60 working days over the period of late September-October 2022 till mid December 2022.

The team leader competences, qualification and experience should include:

- Minimum 10 years of experience in similar project, including either participation or leading projects such as assessments, studies and policy document preparation in the agri-processing industry.
- Have a postgraduate degree in Economics, Business Administration and/or Management, Public Policy, International Development or other related field, including studies or publication focusing on the agri-processing industry.
- Demonstrated knowledge and contribution to the agri-processing industry studies and policies.

7.2 Technical Expertise

Technical experts will be required to complement the team with the necessary technical expertise required to implement the assignment in compliance with quality standards and deliverables. The contractor is expected to engage in this assignment at least one agri-processing industry expert and a research expert, responsible for designing the focus groups framework discussions within required parameters to ensure relevance of the information and findings.

Technical Expert 1 – Agri-processing Industry Expert (*Duration of assignment: 40 working days over the period of late September-October 2022 till mid December 2022*)

- Education background: Agri-Business, Food Safety, Agricultural Economics, Economics or related fields.
- At least 10 years of working experience in the area relevant to the assignment.
- Expertise in the agri-processing sector: understanding of the main agri-processing sector players, value chain/market (supply and sales) issues and the technical issues; be familiar with social and environmental issues in agri-processing, etc.
- Related research and projects, proven by the list of assignments and papers/or analytical studies.

Technical expert 2 – Research Expert (*Duration of assignment: 20 working days over the period of late September-October 2022 till mid December 2022*)

- Education background: post-graduate degree in economics, business administration, social sciences, informatics, international development or a related subject.
- Minimum 5 years of relevant work experience in socio-economic research projects, with a specific focus on qualitative data collection methods.
- Excellent communication skills, including the ability to pose questions, listen, evaluate and capture opinions, suggestions and comments, both orally and in writing, in a clear and persuasive style tailored to match different stakeholders.
- Ability to establish and maintain productive partnerships with national partners and pro-activeness in identifying of beneficiaries and partners' needs and matching them to appropriate solutions.

8. Technical proposal

Interested entities are requested to submit:

- A technical proposal detailing their interpretation of the ToRs, proposed methodology including focus groups' framework, work schedule and proposed budget; providing their relevant profile and copies of all relevant Curriculum Vitae (CVs).
- Only CVs for the specific individuals that will form the proposed focus groups' team should be included; two references (including one from your last client/employer).

The evaluation of the technical proposal and financial proposal would be made in accordance with the following rule: the technical evaluation has 70% and financial proposal 30% weights. The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference. The short-listed bidding firms may be asked for a presentation prior to the final selection if necessary. The contract will be awarded to the successful bidder following completion of all evaluations. The successful bidder will have to sign a contract to undertake the assignment.

9. Language

The language of the deliverables and communication is expected to be English. Consultations will be run in Albanian. The data collection document for the focus groups (questionnaire) will be bi-lingual, prepared and approved in English and then translated in Albanian.

10. Payment Terms

Due to the nature of the activity and necessary preparations, as well as the involvement of certain costs the payment will be in 2 instalments, as in the table below:

First Instalment	20% upon submission of Deliverables 1
Second Instalment	40% upon submission and approval of final report (Deliverable 2)
Third Installment	40% upon submission and approval of final report (Deliverable 3)

The payment is deliverable based; i.e. upon satisfactory completion and UNDP's acceptance of the deliverable. Each payment claims must be approved by the UNDP Programme Specialist.