



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: June 16, 2017
	REFERENCE: LEB/CO/RFP/105/17

Dear Sir / Madam:

We kindly request you to submit your Proposal for **the Assessments of Oregano and Freekeh Value Chains in Lebanon, including the development of assessment reports, action plans and technical specifications for supporting the assessed value chains.**

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

Proposals may be submitted on or before **Monday, July 10, 2017 at 3:00 pm** Beirut Local Time and via courier mail or fax to the address below:

**Procurement Unit, UNDP Lebanon
Room # 310, 3rd Floor
Arab African International Bank Building
Riad El Solh Street
Nejmeh, Beirut 2011 5211, Lebanon
Tel: +961 1 962 500
Fax: +961 1 962 491**

Your Proposal must be expressed in English, and valid for a minimum period of 120 days.

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

Andreas Lehnert
Procurement Specialist
6/16/2017

Description of Requirements

Context of the Requirement	Assessments of Oregano and Freekeh Value Chains in Lebanon, including the development of assessment reports, action plans and technical specifications for supporting the assessed value chains.
Brief Description of the Required Services ¹	The overall objective is to carry out 2 comprehensive value chains assessments to provide a detailed understanding of the situation and potentialities of the Oregano and Freekeh Value chains in Lebanon. This will include the development of detailed 3-year support action plans (1 for each of the 2 assessed value chains) and the Development of technical specifications for the needed support of the 2 value-chains. <i>(please refer to the attached Terms of Reference -TOR)</i>
List and Description of Expected Outputs to be Delivered	<p>Phase I deliverables:</p> <ol style="list-style-type: none"> 1. Updated detailed work plan for carrying out the 2 value-chain assessments, 2 action plans and the technical specifications for each of the value-chains. 2. Methodology for carrying out the full-fledged assessments of the 2 value-chains <p>Phase II deliverables:</p> <ol style="list-style-type: none"> 3. Desk review report 4. List of interviewees/ focus group members 5. Interview questionnaire/ guide 6. Brief on the interviews/focus groups/field visits and analysis of the discussions <p>Phase III deliverables:</p> <ol style="list-style-type: none"> 7. Provision of 2 full-fledged value chain assessment reports (one for each of the 2 value-chains: Oregano and Freekeh). 8. Provision of 2 value-chain support action plans (one for each of the 2 value-chains: Oregano and Freekeh) for a duration of three years.

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.

	Phase IV deliverables: <ol style="list-style-type: none"> 9. Provision of technical specification for necessary activities in support of the value-chains as defined through the value-chain assessments and action plans. 10. Presentation of results address to UNDP and other stakeholders defined by UNDP.
Person to Supervise the Work/Performance of the Service Provider	Senior Livelihood and LED Coordinator
Frequency of Reporting	Please refer to the attached Terms of reference - Delivery Schedule
Progress Reporting Requirements	Please refer to the attached Terms of reference
Expected duration of work	Expected overall duration for project completion is 5 months from date of contract signature.
Target start date	Upon Contract Signature by UNDP and the awarded Offeror
Latest completion date	Five (5) months from contract's signature date
Travels Expected	Please refer to the attached Terms of Reference
Special Security Requirements	<input checked="" type="checkbox"/> Security Clearance from UN prior to travelling
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.

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

Partial Quotes	<input checked="" type="checkbox"/> Not permitted																				
Payment Terms ³	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Timing (from contract signature)</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Phase I deliverables</td><td>20 %</td><td>0.5 month</td><td rowspan="4"> Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td></tr> <tr> <td>Phase II deliverables</td><td>25 %</td><td>1.5 months</td></tr> <tr> <td>Phase III deliverables</td><td>45 %</td><td>4.5 months</td></tr> <tr> <td>Phase IV deliverables</td><td>10 %</td><td>0.5 month</td></tr> </tbody> </table>	Outputs	Percentage	Timing (from contract signature)	Condition for Payment Release	Phase I deliverables	20 %	0.5 month	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Phase II deliverables	25 %	1.5 months	Phase III deliverables	45 %	4.5 months	Phase IV deliverables	10 %	0.5 month			
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	LHSP CTA and Senior Livelihood and LED Coordinator																				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services																				
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" 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 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 50% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30% <i>Please refer to the detailed evaluation criteria in the attached Terms of reference.</i>																				

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

	<p><u>Financial Proposal (30%)</u></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:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed TOR
Contact Person for Inquiries (Written inquiries only) ⁶	<p>UNDP Lebanon Procurement Unit Email: lb.bidding@undp.org</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>Number of Proposal copies:</p> <p>Original: One</p> <p>Copy: One</p>

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

⁵ 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.

⁶ 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 PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location]

[insert: Date]

To: Andreas Lehnert, UNDP Procurement Specialist

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

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

B. Proposed Methodology for the Completion of Services

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.

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

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

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

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

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

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

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

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

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents,

copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,

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

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

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

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

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing

to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

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

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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

Assessments of Oregano and Freekeh Value Chains in Lebanon, including the development of assessment reports, action plans and technical specifications for supporting the assessed value chains.

1. Project Title: Support to strengthen the Oregano and Freekeh Value Chains in Lebanon.

2. Background

Lebanon has experienced severe economic and social impact since the eruption of the Syrian crisis. As of January 2017, the number of registered displaced Syrians is 1,017,433 which amount to roughly 25% of the overall population of Lebanon. Livelihoods in Lebanon have been severely impacted by the demographic and economic shocks as a consequence of the Syrian conflict.

In 2015, the Ministry of Agriculture launched its 2015-2019 strategy, with the mission “to improve the performance of the agricultural sector contributing to the economic, social, environmental and sustainable rural development of Lebanon.” The Strategy outlines three specific objectives: I) to provide safe and quality food; II) to improve the contribution of agriculture to the economic and social development of the country; III) to promote the sustainable management of natural and genetic resources. Within this strategy specific targets were set to be reached by 2019 which include: increasing agricultural exports by 10%; increasing the irrigated agriculture land by 20,000 ha²; updating the irrigation systems of at least 1,000 ha² annually through subsidizing equipment to encourage farmers to update their irrigation systems; as well as building 50 mountain lakes and linking them to irrigation systems.⁹

There are over 1,400 cooperatives operating in Lebanon. 1,201 cooperatives are considered to be active cooperatives, out of which 799 are agricultural cooperatives. The majority of cooperatives are present in South Lebanon, followed by North Lebanon and the Bekaa region.¹⁰ In spite of the potential for growth of Lebanese agro-food production and expansion to international markets, cooperatives within this sector often face several challenges. These among others include high operational costs, limited marketing and sales skills and outdated and old equipment and facilities which impacts the quality and productive capacities of cooperatives and hinders their ability to meet international food safety and quality standards.

The implementation of initiatives to strengthen value chain development is a crucial approach to enhance economic development, generate job opportunities and support inclusive economic growth. Moreover, strengthening value chains has the potential to provide economic benefits at multiple levels creating a trickle-down effect on vulnerable groups. The Ministry of Social Affairs (MoSA) jointly with the United Nations Development Programme (UNDP) launched the "Lebanese Host Communities Support Project" (LHSP) in 2013 as a comprehensive, coordinated and durable response towards the Syrian Refugee Crisis and its implications on the country. The Livelihoods and Local Economic Development Strategy under LHSP seeks to address the challenges faced by Lebanon, in light of the Syrian crisis, in relation to the deteriorating economic conditions in the country and the increasing unemployment rates, poverty levels and consequently social instability, particularly in the most vulnerable host communities. This includes holistic interventions to strengthen value-chains. UNDPs approach to value chain development focuses on strengthening the competitiveness of value chains while allowing for the incorporation of a growing number of workforce. UNDP takes a system-wide perspective to value chain development, by addressing constraints at multiple levels (micro, meso and macro). Activities in this regard include supporting both domestic value chains (e.g. strengthening and linking rural producers with urban markets) as well as linkages to international / global value chains (e.g. upgrading and linking domestic producers with firms abroad).

3. Objectives

The overall objective is to carry out 2 comprehensive value chains assessments to provide a detailed understanding

⁹ Ministry of Agriculture, MoA Strategy 2015-2019, 2015

¹⁰ Polat, Hüseyin Cooperatives in the Arab World: Reaffirming their validity for local and regional development background paper for the Sub- Regional Knowledge Sharing Workshop on Cooperatives in the Arab States International Labour Organization. Regional Office for Arab States Beirut November 2010.

of the situation and potentialities of the Oregano and Freekeh Value chains in Lebanon. This will include the development of detailed 3-year support action plans (1 for each of the 2 assessed value chains) and the Development of technical specifications for the needed support of the 2 value-chains.

4. Scope of Work

UNDP solicits the services of a consultancy entity that will be tasked with carrying out assessments of the Oregano and Freekeh value chains in Lebanon. The assessments should include mapping and analyzing needs in relation to both vertical linkages (e.g. identifying constraints such as productive fragmentation and absence of effective local and national networks and identifying opportunities for increased collaboration and involvement of MSMEs/cooperatives with larger firms) and horizontal linkages (e.g. access to business services, economic development services, business associations and finance etc.), identifying other possible weaknesses and opportunities in the targeted value chains (e.g. weaknesses in productive performance, productivity and technological innovation), as well as regional or national level constraints to the advancement and competitiveness of the specific value chain (e.g. lack of quality and safety standards and control, lack of national or territorial marketing).

The assessments should identify targeted interventions to strengthen the value chains such as upgrading and strengthening the weakest links in the value chains (e.g. addressing infrastructure, technical capacity or financial gaps) to improve the overall competitiveness of the value chain, creating new linkages in the value chain (regionally, national or internationally) or strengthening existing ones to improve the efficiency of value chains. The assessments should in this regards result in the development of action plans and technical specifications for supporting the value chains. Taking a system-wide perspective to value chain development the assessments should identify any needs for interventions within the following 3 levels of intervention:

At the **macro level** identifying any needs for: supporting governmental integrated policies or networks of productive and non-productive stakeholders, supporting the organization of national partnerships, establishment of common production standards, enhancing national marketing strategies and optimizing strategic services (commercialization, marketing, brands, quality and food safety control etc.), supporting action research to enhance national and territorial knowledge for value chain development and facilitating access to international markets and international relationships and partnerships mainly through decentralized cooperation.

At the **meso level** identifying any needs for: strengthening regional and local institutions providing support services for the optimization of value chains, supporting development of regional and local networks, increasing awareness of regional and local actors, harmonizing strategies, marketing of activities at the local level, supporting the organization of local partnerships and creating territorial linkages.

At the **micro level** identifying any needs for: interventions to reduce cost (e.g. energy, water and industrial waste etc.), improve production performance, strengthen cooperative management, enhance commercial capacities, valorise human resources, support the use of new and/or more environmentally friendly technology, support the achievement of international quality and health standards for exportation and addressing other specific constraints or opportunities in support of the value chain.

As a cross-cutting concern the assessment should include the identification of activities that can contribute to the economic empowerment of women, including identifying any existing constraints for the inclusion and progression of women in the value-chains, and identifying activities that may support women into more value-adding functions within the identified value-chains and within the wider network of value-chain actors, supporters and context. This should include identifying opportunities and interventions to support women in moving beyond production activities. Beyond production activities refers to all agricultural value chain functions outside of production including but not limited to input and agricultural services, processing, marketing and retail sales.¹¹

In addition to this the assessment should include the identification of interventions that can contribute to more environmentally friendly production methods throughout the value-chains such as more environmentally friendly packaging, transportation and storage and reduced food and non-food waste, energy consumption and pollution etc. The purpose of the assignment is to assist in the transfer of knowledge and resources to stakeholders within the value chains which will lead to at least one of the following:

- Improved productivity
- Improved processing efficiency
- Increased revenues

¹¹ Markel, Erin and Lindsey Jones. *Women's Economic Empowerment: Pushing the Frontiers of Inclusive Market Development*. USAID. 2015

- Increased job opportunities
- Access to new markets (for example through improved quality to meet international standards)
- More environmentally friendly production methods
- Improved gender equality in the value-chains

On this basis and in the framework of UNDP's support to Value Chain development the consultancy entity should achieve the following results/deliverables:

1. Development of 2 value-chain assessment reports for the Oregano and Freekeh value chains respectively.
The 2 assessment reports should include the identification of needed interventions within the above noted 3 levels of intervention: macro, meso and micro level; and include mapping and analyzing needs in relation to both vertical and horizontal linkages. Moreover, it should include the identification of activities that can contribute to the economic empowerment of women and more environmentally friendly productions methods.
2. Development of a detailed 3-year support action plans for each of the assessed agro-food value chains, including needed activities, timeline and actors to be involved.
3. Development of technical specifications for the needed support of the agro-food value chains in accordance with the support action plans, including but not limited to: specifications of any identified needed equipment for the MSMEs/cooperatives operating within the assessed value chains, TORs for any technical consultants needed to support the development of the value chains, specifications for any requirements to be met for entering new markets, etc.

5. Activities

In the framework of UNDP's support to Value Chain development the consultancy entity should carry out the following activities:

1. Define the methodology for carrying out the full-fledged assessments of the 2 value-chains and present it to UNDP for approval.
2. Carry out a full-fledged value-chain assessment of the 2 value-chains once the assessment methodology has been approved by UNDP. The methodology should among others include the following activities:
 - a) Conduct a desk review of existing assessments, national reports, project reports, news and other sources of information pertaining to the 2 value-chains in Lebanon for the development of a detailed and comprehensive background report for each of the value chains.
 - b) Map the key actors and stakeholders involved in the value-chains and develop a list of focal points to be interviewed in relation to the 2 value-chains. The selection of stakeholders and actors should be based on a set of proposed criteria and in close collaboration with UNDP. The consultancy entity should develop an interview questionnaire/guidance for the interviews. UNDP should review and approve the list of contacts and interview questions prepared by the consultant before the interviews commence.
 - c) Organize and carry out interviews, focus groups and field visits with key stakeholders across the Lebanese territories, including input suppliers, farmers, cooperatives, Micro, Small and Medium Enterprises (MSMEs), processors, traders, wholesalers, retailers, research institutes, labs and technical schools, agricultural support centers, exporters, education centers, ministries and others.
3. Develop 2 comprehensive value-chain assessment reports based on the 2 value-chain assessments (1 for each of the 2 value chains). The assessment reports should include the identification of needed interventions within the above noted 3 levels of intervention: macro, meso and micro level; and include mapping and analyzing needs in relation to both vertical and horizontal linkages based on international best

practices. Moreover, it should include the identification of activities that can contribute to the economic empowerment of women and more environmentally friendly productions methods.

4. Development of a detailed three-year support action plan for the 2 assessed value chains, including needed activities, timeline and actors to be involved.
5. Development of technical specifications for the needed support of the 2 value chains in accordance with the support action plan, including but not limited to: specifications of any identified needed tools and equipment for actors operating within the assessed value chains, TORs for any technical consultants needed to support the development of the value chains (such as trainings and introduction of new agriculture practices or production methods), specifications for any requirements to be met for advancing in local and international markets, etc.
6. Provide needed reporting on milestones throughout the intervention and at the end of the intervention.
7. Present (using Power Point) the key points and findings of the 2 comprehensive assessment reports and the 2 action plans to UNDP and other stakeholders as defined by UNDP.

All the above noted activities should be carried out in close coordination and collaboration with UNDP staff.

6. Work plan

A preliminary proposed project work plan is required in the proposal, covering all the activities described in Section 5 (a GANTT chart showing detailed list of tasks, duration and schedule per task and allotted resources per task shall be included in the bid). It shall also include the resources as well as other dependencies, which affect the project duration.

Upon contract award, UNDP shall be provided with a revised project work plan, if necessary. Once agreed upon, the new plan shall be adopted and shall form the basis for project supervision and monitoring.

7. Deliverables

7.1 Deliverables

All deliverables shall be delivered in one original hard copy, two hard copies and one electronic soft copy, preferably in Microsoft Word format, where applicable.

The following deliverables are requested for this activity;

Phase I deliverables:

11. Updated detailed work plan for carrying out the 2 value-chain assessments, 2 action plans and the technical specifications for each of the value-chains.
12. Methodology for carrying out the full-fledged assessments of the 2 value-chains

Phase II deliverables:

13. Desk review report
14. List of interviewees/ focus group members

15. Interview questionnaire/ guide
16. Brief on the interviews/focus groups/field visits and analysis of the discussions

Phase III deliverables:

17. Provision of 2 full-fledged value chain assessment reports (one for each of the 2 value-chains: Oregano and Freekeh).
18. Provision of 2 value-chain support action plans (one for each of the 2 value-chains: Oregano and Freekeh) for a duration of three years.

Phase IV deliverables:

19. Provision of technical specification for necessary activities in support of the value-chains as defined through the value-chain assessments and action plans.
20. Presentation of results address to UNDP and other stakeholders defined by UNDP.

7.2 Reports validation modalities

Provisional approval of submitted reports (refer to section 7) shall take place at each of the defined milestones shown in the delivery schedule (*to be agreed with the Consultant at the start of the project*). It is expected that such approval shall not exceed seven days from the notification of the completion of a specific milestone.

7.3 Delivery Schedule

The Consultancy entity is expected to complete and submit the deliverables specified below as per the identified time schedule.

Deliverables	Due Date from Contract Signature	Payment terms
1. Phase I deliverables	0.5 month	20 %
2. Phase II deliverables	1.5 months	25 %
3. Phase III deliverables	4.5 months	45 %
4. Phase IV deliverables	0.5 month	10 %

8. Firm Qualifications

The firm wishing to be considered for the services described herein should have the following qualifications:

1. Professional capacity: at least 20% of all permanent staff working for the consultant entity currently work in fields related to the contract.
2. Technical capacity: the Consultant has worked on at least one major project in fields related to the contract in the past three years, and in particular in the following fields:
 - Agro-food and agro-business development
 - Value-chain assessment and development
3. At least five years of experience in the consultancy field.
4. Economic and financial standing: total annual turnover must not be less than 300,000 US Dollar

a. Profile of requested staff

The consultancy entity will include in its offer a proposal regarding the team composition and structure with recent CVs. The requested team should have diversified skills including at minimum a Team Leader/Value-Chain Assessment Specialist and a technical Agrofood Specialist for each value chain.

Team Leader/Value-Chain Assessment Specialist

- At least a Master's or equivalent in Value Chain Development, Business Development, Business Administration or related field.
- At least 7 years of relevant experience, including:
 - At least 5 years of relevant experience in carrying out assessments in the field of value-chain development, business development or related field.
 - At least 3 years of relevant experience in writing technical reports and specifications.
- Relevant experience in the agro-food sector, including proven experience in similar value chain analysis in Lebanon or the region.
- Fluency in Arabic and English.

Agrofood Specialists Oregano

- Advanced degree in Agriculture, agro-food development, agro-business or other related field.
- At least 7 years of experience in the field of agro-food.
- Experience in the Oregano value-chains is a strong asset.
- Experience in working with national and local authorities and other actors in the agro-food sector in Lebanon supporting development projects.
- Fluency in Arabic and English.

Agrofood Specialists Frikeh

- Advanced degree in Agriculture, agro-food development, agro-business or other related field.
- At least 7 years of experience in the field of agro-food.
- Experience in the Freekeh value-chains is a strong asset.
- Experience in working with national and local authorities and other actors in the agro-food sector in Lebanon supporting development projects.
- Fluency in Arabic and English.

Technical Proposal Evaluation		Score Weight	Points Obtainable
1.	Eligibility and qualifications	20%	200
	Minimum of 5 years of relevant experience in the consultancy field. Minimum 5 years = 50 points; for 7 years = 70 points; 10 years 90 points; above 10 years = 100 points	10%	100
	Proven experience in carrying out value chain assessment and development Minimum 2 projects = 5 points; for 3 projects = 10 points; for 4 projects = 15 points; above 4 projects = 20 points	3%	30
	Proven experience in agro-food and agro-business development	3%	30

	Minimum 2 projects = 5 points; for 3 projects = 10 points; for 4 projects = 15 points; above 4 projects = 20 points		
	At least 20% of the permanent staff working on the consultancy currently works on projects related to the renewable energy	2%	20
	Turnover of the firm not less than 300,000 USD. 300,000 to 499,000 = 10 points 500,000 and above = 20 points	2%	20
2.	Proposed Methodology, Approach and Implementation Plan	50%	500
	Proposed methodology, approach and support	35%	350
	Proposed work plan, timeline	15%	150
3.	Management Structure and Key Personnel	30%	300
	Experience of staff members nominated for this assignment as Team Leader/Value Chain assessment specialist 20 point for each of the profile elements (Refer to the ToR)	10%	100
	Experience of staff members nominated for this assignment as Agrofood Specialists Oregano 20 point for each of the profile elements (Refer to the ToR)	10%	100
	Experience of staff members nominated for this assignment as Renewable Energy Specialist 20 point for each of the profile elements (Refer to the ToR)	10%	100
	Total		1,000

9. Language requirements

All requested reports/deliverables shall be written in English.

10. Duration

The duration of the assignment shall not exceed 5 months.