



REQUEST FOR PROPOSAL (RFP)

DATE: **July 6, 2017**

REFERENCE: **LEB/CO RFP/113/17**

Dear Sir / Madam:

We kindly request you to submit your Proposal **for the provision of professional services of a Land degradation mapping and assessment in the districts of Zahle, Rachaya, and West Bekaa.**

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

Your offer comprising of technical proposal and financial proposal, in two separate sealed envelopes, labeled "Confidential Technical Proposal" and "Confidential Financial Proposal" **submitted only in the name of "UNDP Lebanon Procurement Unit" for "LEB/CO RFP/113/17: Provision of professional services of a Land degradation mapping and assessment in the districts of Zahle, Rachaya, and West Bekaa", should reach the Procurement Unit, UNDP Office in Beirut, and should be registered and given a Reference Number by the Procurement Unit**, at the below mentioned address no later than **Monday, 07 August 2017, 3:00 p.m. Beirut Local Time.**

Address:

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 the English language, and valid for a minimum period of 120 days.

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

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

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 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, 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
UNDP Procurement Specialist
7/6/2017

Description of Requirements

Context of the Requirement	Land degradation mapping and assessment						
Implementing Partner of UNDP	Sustainable Land Management in the Qaraoun Catchment (SLMQ) Project						
Brief Description of the Required Services	<p>The Sustainable Land Management in the Qaraoun Catchment (SLMQ) Project aims at embedding sustainability considerations in land use planning and development activities in the Qaraoun Catchment.</p> <p>The objective of this consultancy is to assist the project in selecting pilot sites in the three main ecosystems in the districts of Zahle, Rachaya, and West Bekaa.</p>						
List and Description of Expected Outputs to be Delivered	<table><tr><td>Inception report incl. updated work plan, desk review, and methodology</td></tr><tr><td>Draft mapping, draft baseline assessment report</td></tr><tr><td>Final mapping report and Final baseline assessment report, guidelines for monitoring; and presentation (s) of the outcomes</td></tr><tr><td>Report on proposed pilot sites and measures; Stakeholders presentation</td></tr><tr><td>Mid-term assessment report incl. recommendations</td></tr><tr><td>Final End-of-project assessment report incl. recommendations</td></tr></table>	Inception report incl. updated work plan, desk review, and methodology	Draft mapping, draft baseline assessment report	Final mapping report and Final baseline assessment report, guidelines for monitoring; and presentation (s) of the outcomes	Report on proposed pilot sites and measures; Stakeholders presentation	Mid-term assessment report incl. recommendations	Final End-of-project assessment report incl. recommendations
Inception report incl. updated work plan, desk review, and methodology							
Draft mapping, draft baseline assessment report							
Final mapping report and Final baseline assessment report, guidelines for monitoring; and presentation (s) of the outcomes							
Report on proposed pilot sites and measures; Stakeholders presentation							
Mid-term assessment report incl. recommendations							
Final End-of-project assessment report incl. recommendations							
Person to Supervise the Work/Performance of the Service Provider	Project Manager						
Frequency of Reporting	Detailed reporting period is described in the TOR. The Consultant is expected to complete and submit the deliverables specified in the above section based on the proposed time schedule. The baseline work (mapping, baseline land degradation assessment, identification of pilot sites and measures, and related deliverables) is spread over 6.5 months.						
Progress Reporting Requirements	<p>On submittal of the deliverables, the Project Committee (acceptance committee) shall respond within ten working days and its decision may either be:</p> <ul style="list-style-type: none">a) Approval, orb) Approval with reservations upon which the Consultant shall reply within five working days under penalty of rejectionc) Rejection with clear justifications <p>Mid-term assessment is expected in November 2018 (to be confirmed based on proposed methodology and project mid-term evaluation plans)</p> <p>Final assessment is expected in November 2019 (to be confirmed based on proposed methodology and project mid-term evaluation plans).</p> <p>The Consultants shall be available to present the results of the assignment as requested by UNDP.</p>						

Location of work	<input checked="" type="checkbox"/> At Contractor's Location			
Expected duration of work	Please refer to the attached Terms of Reference			
Target start date	September 2017			
Latest completion date	November 2019			
Travels Expected	Districts of Zahle, Rachaya, and West Bekaa			
Special Security Requirements	<input checked="" type="checkbox"/> Security Clearance from UN prior to travelling			
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Not Applicable			
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required The Consultant is requested to provide a preliminary proposed project work plan covering all the activities, tasks, duration and schedule per task and allotted resources.			
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required The proposal shall include the proposed team composition and structure with recent CVs			
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars			
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT (<u>if applicable</u>) and other applicable indirect taxes			
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<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.			
Partial Quotes	<input checked="" type="checkbox"/> Not permitted			
Payment Terms	Outputs	Percentage	Timing	Condition for Payment Release
	Inception report incl. updated work plan, desk review, and methodology	10%	4 weeks from contract signature	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
	Draft mapping, draft baseline assessment report	10%	12 weeks from contract signature	
	Final mapping report and Final baseline assessment report, guidelines	20%	20 weeks from contract signature	

	for monitoring; and presentation (s) of the outcomes			the Service Provider.
	Report on proposed pilot sites and measures; Stakeholders presentation	20%	26 weeks from contract signature	
	Mid-term assessment report incl. recommendations	20%	Estimated by Nov 2018	
	Final End-of- project assessment report incl. recommendations	20%	Estimated by Nov 2019	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Energy and Environment Programme Manager			
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> Please refer to below detailed Technical Evaluation Tables <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			
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ¹ <input checked="" type="checkbox"/> Detailed Terms of Reference (Annex 4)			

¹ 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.

Contact Person for Inquiries (Written inquiries only) ²	UNDP Lebanon Procurement Unit Email: lb.bidding@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information: No. of copies of Proposal that must be submitted.	Original: 1 Copy: 1

Detailed Technical Evaluation Tables:

The technical proposal is evaluated on the basis of its responsiveness to the RFP in accordance with the following technical evaluation criteria:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1	Eligibility and qualifications	30%	300					
2	Proposed Methodology, Approach and Implementation	30%	300					
3	Management Structure and Key Personnel	40%	400					
Total		100%	1000					

Evaluation forms for technical proposals are indicated here below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Eligibility and qualifications

Form 2: Proposed Methodology, Approach and Implementation Plan

Form 3: Management Structure and Key Personnel

Technical Proposal Evaluation		Score Weight	Points Obtainable
<i>Technical Competence</i>		<i>70%</i>	<i>1000</i>
1.	Eligibility and qualifications	30%	300
	Minimum of 5 years of relevant experience in the consultancy field.		50

² 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.

	Minimum 5 years = 25 points; for 7 years =30 points; 10 years 40 points; above 10 years = 50 points		
	Proven experience in natural resources management/environment and forestry Minimum 3 projects = 60 points; for 4 projects = 80 points; for 5 projects = 100 points; above 5 projects = 120 points;		120
	Proven experience in GIS and spatial analysis Minimum 3 projects = 40 points; for 4 projects = 50 points; for 5 projects = 60 points; above 5 projects = 80 points		80
	General organizational capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls) 25% of company staff are full-time, weak management controls: up to 15 points. Up to 50% of staff are full time, average management controls: up 35 points. Up to 80% of staff are full time, PM controls and/or ISO management certification: up to 50 points		50
2.	Proposed Methodology, Approach and Implementation Plan	30%	300
	Proposed methodology, approach and support		175
	Proposed work plan and timeline		125
3.	Management Structure and Key Personnel	40%	400
	Experience of staff member nominated for this assignment as Team Leader/Task Manager specialist Education = 60 points; Experience = 120 points; Language skills = 20 points		200
	Experience of staff member nominated for this assignment as Information management expert Education = 30 points; Experience = 60 points; Language skills = 10 points		100
	Experience of support staff members nominated for this assignment for Team structure/number = 30 points; Education = 30 points; Relevant experience = 40 points		100
Financial (Lower Offer/Offer*100)		30%	<u>100</u>
<u>Total Score</u>		Technical Score * 0.7 + Financial Score * 0.3	

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[insert: Location].

[insert: Date]

To: **UNDP Lebanon, Procurement Unit**

Dear Sir/Madam:

We, the undersigned, hereby offer to render the services for **the provision of professional services of a Land degradation mapping and assessment in the districts of Zahle, Rachaya, and West Bekaa**, to UNDP in conformity with the requirements defined in the RFP dated 7/6/2017 , 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.

³ This serves as a guide to the Service Provider in preparing the Proposal.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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

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	Description	Percentage of Total Price (Weight for payment)	Price USD (Lump Sum, All Inclusive)
Deliverable 1:	Inception report incl. updated work plan, desk review, and methodology	10%	
Deliverable 2:	Draft mapping, draft baseline assessment report	10%	
Deliverable 3:	Final mapping report and Final baseline assessment report, guidelines for monitoring; and presentation (s) of the outcomes	20%	
Deliverable 4:	Report on proposed pilot sites and measures; Stakeholders presentation	20%	
Deliverable 5:	Mid-term assessment report incl. recommendations	20%	
Deliverable 6:	Final End-of-project assessment report incl. recommendations	20%	
Proposal Sub-Grand Total Value (USD), excluding VAT			
VAT (10%) USD (if applicable)			
Proposed Grand Total Value (USD), including VAT			

**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.

Terms of Reference

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1 BACKGROUND INFORMATION

The Sustainable Land Management in the Qaraoun Catchment (SLMQ) Project aims at embedding sustainability considerations in land use planning and development activities in the Qaraoun Catchment. The project is funded by the Global Environment Facility (GEF) and is implemented in partnership with the Ministry of Environment in Lebanon. The project is intended to reshape land and natural resource management to (i) alleviate land degradation, (ii) maintain existing ecosystem services and (iii) improve livelihoods in the Qaraoun Catchment.

The project objectives will be achieved by developing institutional tools upstream at national level which will provide the Ministry of the Environment and the Ministry of Agriculture as well as related agencies such as the Council for Development and Reconstruction (CDR), the Ministry of Interior and Municipalities, the Bekaa Governorate, and District Administrations and Municipalities in the districts of Zahle, Rachaya, and West Bekaa with the know-how, means and mechanisms for promoting sustainable land use as in the best interest of the land owners, farmers and communities as well as the nation.

The implementation of the proposed project will have an immediate environmental benefit, through the increased management efficiency of arable land and rangelands and the expansion of the area under forests through land use plans, buffer zones, and riparian strips. It will also contribute to the restoration of natural productivity and conservation of the habitats of various plant and animal species and valuable ecosystems and will secure migratory bird pathways.

The basis for action at the local levels requires sound situational assessments among which a mapping and assessment of land degradation of districts of Zahle, Rachaya, and West Bekaa. Additionally, this assignment is intended to provide the project team with a basis for decision-making allowing to identify possible techniques to be introduced to reverse the effects of land degradation. Furthermore, this exercise ought to define the project indicators and set a baseline that will ultimately serve for project impact monitoring. Furthermore, and in line with project Monitoring and Evaluation procedures, a mid-term and end-of-project assessment of these indicators levels is required.

2 OBJECTIVES

The objective of this consultancy is to assist the project in selecting pilot sites in the three main ecosystems in the districts of Zahle, Rachaya, and West Bekaa, namely:

1. Forestlands: the objective is to identify the impacts of natural disturbances and anthropogenic activities on their spatial distribution. Based on the analysis, measures to ensure connectivity between forest patches (corridors) need to be identified.
2. Rangelands: the consultancy should identify mechanisms to regulate herds movement and transhumance routes (daily and seasonal movements), delineate rotation sectors and improve grasslands connectivity and productivity.
3. Agricultural lands: the objective is to identify degraded agricultural lands and select the priority areas and those most suitable to introduce sustainable land management (SLM) practices.

Therefore, this consultancy will map and assess land degradation and analyse the emerging patterns in the landscape to select pilot interventions to either (i) rehabilitate, (ii) prevent, (iii) mitigate, or (iv) adapt to land degradation in the districts of Zahle, Rachaya, and West Bekaa.

The study is divided into the following tasks:

- Task 1: Mapping of land degradation
- Task 2: Analysis of the impact of historical land uses on the current landscape characters in the three districts
- Task 3: Spatial analysis including emerging landscape patterns and characters and identification of pilot sites and corresponding SLM measures

3 SCOPE OF WORK

The Consultant will work under the general guidance and supervision of the Project Manager and in coordination with the project staff and consultants to deliver the expected outputs aligned with the present consultancy framework.

Throughout this assignment, the Consultant is required to liaise and coordinate with experts contracted under the SLMQ project to integrate relevant information contributing to a better understanding of the region and its resources.

Task 1: Mapping of land degradation

The aim of the mapping is to provide the Consultant with the data needed for the assessment of land degradation (identification of degraded areas, extent, degree and rate of degradation in the geographical area of concern – to be used under Task 2 of this assignment).

Task 1 involves the establishment of a methodology for the mapping and assessment of land degradation in Lebanon, with a focus on the districts of Zahle, Rachaya, and West Bekaa:

The Consultant is expected to undertake the necessary desk-based literature review of scientific and acknowledged land degradation mapping methodologies. A locally adapted mapping exercise should be undertaken. GIS and remote sensing tools should capture land degradation changes over a period of 10 years. Choice of the years to be covered will need to be supported by evidence of reliability, validity, and representativeness. Where relevant, deviation from the current situation will need to be highlighted, estimated and adjusted or adapted accordingly.

The mapping methodology should follow internationally approved methodologies while considering the applicability and reliability of the approach to the case of Lebanon. The choice of the methodology is to be agreed upon in the inception phase of the assignment. The consultant ought to suggest the most adequate scale for the mapping allowing the characterization of risks and their analysis under Task 2 of this assignment.

Base maps, data and material needed for carrying out the mapping exercise is to be provided by the Consultant. The SLMQ project will provide support for acquiring the needed information, where possible. The Consultant is expected to supplement the mapping exercise with detailed local assessment and validation required for the analysis of land degradation (ref. Task 2) and identification of the root causes of land degradation as deemed necessary.

Task 2: Analysis of the impact of historical land uses on the current landscape character (s) in the three districts

Based on the mapping exercise and on the information collected under Task 1, the Consultant is expected to assess land degradation in the three districts. The below guidelines shall be considered as minimum requirements for Task 2:

1. Scope

- Assess land use systems in terms of change in areas over the years of the assessment within each administrative unit. Similarly, estimate the increase and/or decrease in the intensity of land use including underlying causes.

- Assess land degradation within each land use system (type of land degradation, extent of land degradation, degree, rate of land degradation over the study period, direct and indirect causes, and estimate the impact on ecosystem services for the identified degradation types).
- Conduct field validation of the assessments (baseline, mid-term and End-of-Project) based on a pre-defined and approved methodology in coordination with on-going assessments under the SLMQ project, namely the ecological and socio-economic assessments.

2. Indicators

Short-term indicators of land degradation shall be identified by the Consultant, including but not limited to Normalized Difference Vegetation Index (NDVI), Net Primary Production (NPP), as well as other indicators in line with UNDP reporting requirements as per the project document. Minimum indicators shall be agreed upon with the project team at the inception phase and shall be monitored and reported at the frequencies mentioned below.

3. Frequency

The land degradation assessment shall be undertaken at the following stages of the project's lifetime:

- i. Baseline assessment against which the project impacts will be monitored and evaluated throughout the lifetime of the project.
- ii. Mid-term assessment at project's mid term
- iii. End-of-Project assessment

Guidelines for undertaking the mid-term and final monitoring rounds shall be developed by the Consultant and shall be considered as outputs of the project.

Task 3: Spatial analysis and identification of pilot sites and corresponding SLM measures

In collaboration with the project, and through spatial analysis, the Consultant is expected to propose pilot sites for interventions to either (i) rehabilitate, (ii) prevent, (iii) mitigate, or (iv) adapt to land degradation in the districts of Zahle, Rachaya, and West Bekaa in forests, rangelands and agricultural areas.

1. Identification of pilot sites

The analysis should allow for the classification of forestlands and rangelands (i.e. patch size, form, ecological characters and functions), based on the physical and biological factors as well as the anthropogenic factors. It shall also take into account the results of the land degradation assessment (task 2). Accordingly, the Consultant is expected to perform spatial analysis supplemented by data collected under the on-going ecological assessment to identify sites harbouring species of high conservation value (i.e. threatened, rare, endemism, etc.) and to propose pilot sites for the implementation of conservation activities. This Consultant is expected to coordinate with the ecological expert contract under the project as well as with the project team and other consultants of the project as deemed necessary.

2. Identification of conservation measures

The selection of the conservation measures ought to consider among others: areas prone to degradation, impact and replicability of the intervention, its diversity and innovation as well as its cost-impact ratio, in addition to their ecological and socio-economic values.

Different types of interventions based on international experiences shall be considered and shall include:

- Agronomic measures (soil surface and subsurface treatment, seed management, etc.),
- Vegetative measures (clearing of vegetation, improvement of trees and shrubs cover, replacement or removal of alien/ invasive species, etc.),
- Structural measures (terracing, waterways and ditches, water harvesting, etc.), or

- A combination of these in the different land uses with a focus on forests, rangelands, and agricultural lands.

The Consultant is expected to validate the proposed priority sites and necessary measures with relevant stakeholders through a participatory process in a series of meetings, as deemed necessary.

The conducted analysis will support the Project Team in designing the most suitable conservation measures in priority sites.

4 **WORK PLAN**

In his proposal, the Consultant is requested to provide a preliminary work plan covering all the activities including synopsis on the methodologies of work, tasks, duration and schedule per task and allotted resources. It would also include milestones and critical steps requiring input by the project team.

Upon contract award, the Consultant shall provide UNDP 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.

5 **DELIVERABLES AND PAYMENT TERMS**

5.1 **DELIVERABLES**

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

All documents are to be submitted in the English Language, with the addition that the executive summaries of each of the baseline assessment, mid-term and end-of-project assessment reports should be delivered in English and Arabic.

Supporting documentation produced in the framework of this assignment including reports compiled, original/raw data collected in excel or other format, synthesized validated data, maps in shape files should be delivered in soft copies and editable format to the project for their records and future use.

The Required deliverables under the terms of reference are:

Deliverable 1:	Inception report incl. updated work plan, desk review, and methodology	4 weeks from contract signature	10%
Deliverable 2:	Draft mapping, draft baseline assessment report	12 weeks from contract signature	10%
Deliverable 3:	Final mapping report and Final baseline assessment report, guidelines for monitoring; and presentation (s) of the outcomes	20 weeks from contract signature	20%
Deliverable 4:	Report on proposed pilot sites and measures; Stakeholders presentation	26 weeks from contract signature	20%
Deliverable 5:	Mid-term assessment report incl. recommendations	Estimated by Nov 2018	20%
Deliverable 6:	Final End-of-project assessment report incl. recommendations	Estimated by Nov 2019	20%

5.2 DELIVERY SCHEDULE

The Consultant is expected to complete and submit the deliverables specified in the above section based on the proposed time schedule. The baseline work (mapping, baseline land degradation assessment, identification of pilot sites and measures, and related deliverables) is spread over 6.5 months.

Mid-term assessment is expected in November 2018 (to be confirmed based on proposed methodology and project mid-term evaluation plans)

Final assessment is expected in November 2019 (to be confirmed based on proposed methodology and project mid-term evaluation plans).

The Consultants shall be available to present the results of the assignment as requested by UNDP.

5.3 REPORTS VALIDATION MODALITIES

On submittal of the deliverables, the Project Committee (acceptance committee) shall respond within ten working days and its decision may either be:

- a) Approval, or
- b) Approval with reservations upon which the Consultant shall reply within five working days under penalty of rejection
- c) Rejection with clear justifications

6 QUALIFICATIONS

6.1 FIRMS QUALIFICATIONS

The assignment is open for any legal organization (NGO, Research/ Academic Institutes, Firm etc.) with qualifications in providing analytical research in the field of land use assessment, GIS and remote sensing. At least one major project in fields related to the contract in the past three years and particularly in the following fields is required:

- Land use and mapping of natural resources
- Principles of landscape ecology
- Forest and rangeland management
- Sustainable agriculture

6.2 PROFILE OF REQUESTED STAFF

The Consultant will include in his offer a proposal regarding the team composition and structure with recent CVs. The requested team should have diversified skills and should be composed of at least the following members with following minimum qualifications:

The Task Manager/Team Leader will be responsible for the final outputs and shall attend all meetings with the project team and stakeholders. He should have the following minimum qualifications:

Education:	Team leader with a Masters or higher degree in a discipline that is relevant to natural resources management and forestry.
Experience:	<ol style="list-style-type: none">(a) Minimum 10 years of experience in natural resources management including providing similar and/or related consultancy.(b) Proven experience in remote sensing and image processing(c) Proven experience in project management and proficiency in project management tools is required.(d) Relevant experience in land cover/land use assessment. Experience in providing quality comprehensive analytical

	reports showing clear knowledge, understanding of the project needs (e) Knowledge and understanding of the current land cover/land use systems in Lebanon as well as of land degradation <i>problématique</i> .
Language Skills:	Fluent in Arabic and English (French is an asset).

The Information management expert will be responsible for the data collection and segregation and analysis under the direct supervision of the Team Leader. This function requires presence as per the implementation schedule to be proposed.

Education:	Masters or higher degree in a discipline that is relevant to computer communications, Geographic Information Science and Cartography.
Experience:	<ul style="list-style-type: none"> (a) Demonstrated skills in Information Technology (IT), Geographic Information Systems (GIS) and database development and management (b) Experience in the development of decision support systems, preferably related to natural resources management is a plus testifying to the ability in meeting project needs (c) Ability to translate complex subject matters/issues into clear and easy understandable format (d) Demonstrated practical knowledge of MS Word, Excel, Access –or other relevant database software.
Language Skills:	Fluent in Arabic and English (French is an asset).

Other expertise may be mobilized as necessary for the successful implementation of the assignment particularly for the mapping and assessment validation as well as for the site verification.

7 TERMS OF EXECUTION OF THE CONSULTANCY

The Start date for this consultancy is immediate after Contract signature. The term of execution of baseline work (mapping, baseline land degradation assessment, identification of pilot sites and measures, and related deliverables) is spread over 6.5 months, effective from contract signature date knowing that the consultant is expected to undertake a mid-term and final review of the assessment. The awarded party must comply with the terms of reference of this consultancy service, and to have all deliverables submitted and approved before/by the last working day of the consultancy period. Extensions, if deemed necessary, can only be granted through agreement between both parties.