



REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS	DATE: 03.10.2014
	REFERENCE: UNDP-TUR-RFP- PROJ(AKADP)2014/04

Dear Sir / Madam:

We kindly request you to submit your Proposal for ***Preparation of Business Management Plan of Ardahan Livestock Market.***

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

Proposals may be submitted on or before **20 October 2014, 14:00 hrs** and via hand delivery or courier mail to the address below:

***United Nations Development Programme
Ardahan Kars Artvin Development Project
Birlik Mah. 415. Cad. No: 11
Çankaya/ Ankara***

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

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

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

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

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

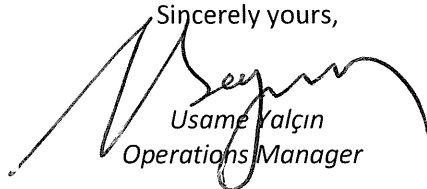
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Usame Yalçın
Operations Manager

Description of Requirements

Context of the Requirement	<i>Preparation of Business Management Plan of Ardahan Livestock Market</i>
Implementing Partner of UNDP	Ministry of Food, Agriculture and Livestock
Brief Description of the Required Services	As per the Terms of Reference given in Annex 5
List and Description of Expected Outputs to be Delivered	As per the Terms of Reference given in Annex 5
Person to Supervise the Work/Performance of the Service Provider	AKADP Regional Administrator
Frequency of Reporting	As per the Terms of Reference given in Annex 5
Progress Reporting Requirements	N/A
Location of work	Contractor's Location
Expected duration of work	60 days
Target start date	8 October 2014
Latest completion date	7 December 2014
Travels Expected	As per the Terms of Reference given in Annex 5
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	UNDP will provide venue and logistical needs for execution of trainings. Apart from the trainings, UNDP is not required to provide any physical facility or documents for the work of the contractor.
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Currency of Proposal	Local Currency – TRY
Value Added Tax on Price Proposal	Must be exclusive of VAT and other applicable indirect taxes UN and its subsidiary organs are exempt from all taxes. It is the Bidder's responsibility to learn from relevant authorities (Ministry of Finance)

	and/or to review and confirm published procedures and to consult with a certified financial consultant as needed to conform the scope and procedures of VAT exemption application as per all related laws and legislation on VAT.
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	60 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	Not permitted
Payment Terms	UNDP shall pay the contractor a total lump sum amount upon certification and acceptance by UNDP that the services related to each and every deliverable have been satisfactorily performed and all the four (4) Deliverables have been delivered as described in Terms of Reference. UNDP will issue the payment within thirty (30) days from the date of meeting the following conditions: <ul style="list-style-type: none"> • UNDP's written acceptance (i.e., not mere receipt) of the quality of the all deliverables; and • Receipt of invoice from the contractor.
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<i>AKADP Regional Administrator and MFAL Head of Department</i>
Type of Contract to be Signed	Institutional /Professional Service Contract
Criteria for Contract Award	Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) Full acceptance of the UNDP Contract General Terms and Conditions (GTC). 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> Expertise of the service provider %15 Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan %15 Qualification of Key Personnel %70 (<i>Veterinarian %30 – Finance Specialist %20 – Operations Management Specialist %20</i>)

	<p><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.</p>
UNDP will award the contract to:	One and only one Proposer
Annexes to this RFP	Form for Submission of Technical Proposal (Annex 2) Form for Submission of Financial Proposal (Annex 3) General Terms and Conditions / Special Conditions (Annex 4) Detailed TOR (Annex 5)
Form of Submission	<p>Proposers shall prepare 1 original bid, each and every page stamped and signed by duly authorized personnel of the bidder.</p> <p>Technical and Financial proposals will be submitted in separate sealed envelopes. Two separate envelopes will be submitted in one outer envelope. The submission will be comprised as follows;</p> <p><u>Outer Envelope:</u> 1.Technical Proposal Envelope 2.Financial Proposal Envelope</p> <p><u>1.Technical Proposal Envelope:</u> Form for Submission of Technical Proposal Signed and Stamped (Annex 2) Supporting Documents General Terms and Conditions Signed Stamped (Annex 4) Detailed TOR Signed and Stamped (Annex 5)</p> <p><u>2.Financial Proposal Envelope:</u> Form for Submission of Financial Proposal Signed and Stamped (Annex 3)</p>
Contact Person for Inquiries (Written inquiries only)	<p><i>Arif Mert Öztürk</i> <i>Tel: (+90) 312 454 11 91</i> <i>Fax:(+90) 312 496 14 63</i></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>

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL

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

To: *United Nations Development Programme*

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 02.10.2014, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. **Qualifications of the Proposer**

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 or Registration Papers*
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Written Self-Declaration that the proposer is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. **Proposed Methodology for the Completion of Services**

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

C. Qualifications of Key Personnel

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.*

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

[Designation]

[Date]

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL

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

A. Lump-sum Price Proposal

UNDP shall pay the contractor a total lump sum amount upon certification and acceptance by UNDP that the services related to each and every deliverable have been satisfactorily performed and all the four (4) Deliverables have been delivered as described in Terms of Reference.

In case that Contractor does not provide only one of the deliverables and these deliverables are not approved by UNDP, the Contractor will not be entitled to any payment.

	DELIVERABLES
1	Business Plan Report
2	Sample Forms and Templates
3	Guides and Check Lists
4	Training Materials and Dissemination
TOTAL PRICE* TRY	

* The proposers shall quote one lump sum price for total of the four (4) deliverables.

The price proposal should indicate a "lump sum amount" which is "all-inclusive"; All costs (professional fees, living allowances, communications, consumables, etc.) that could possibly be incurred by the Contractor needs to be factored into the proposed price.

B. Cost Breakdown by Cost Component :

Quantities and cost items in the below table are given for information purposes based on estimations and might differ for different proposers. However contract price will be fixed to total lump sum price given above and to deliverables indicated in the ToR, regardless of the changes in the cost components (such as days, travels invested for completion of the deliverables.)

		Price Schedule Breakdown:			
Item		A - Quantity	Unit	B - Unit Price	C = Ax B Total Amount
1.	Professional Fees				
1.1	Veterinarian	30	man-day		
1.2	Finance Specialist	30	man-day		
1.3	Operations Management Specialist	30	man-day		
		SUBTOTAL I			
2.	Travel and Organizational Expenses				
2.1	Travel Tickets to Ardahan	12 (4 round-trips x 3 ppl)	nos		
2.2	Accommodation in Ardahan/Kars	36 (12 overnights x 3 ppl)	day		
	Accommodation in the city of Model Livestock Market	3 (1 overnight x 3 ppl)	day		
2.3	Travel to a Model Livestock Market	Lump sum			
2.4	Reports, workshop and training materials	Lump sum			
2.5		Other			
		SUBTOTAL II			
		GRAND TOTAL (SUBTOTAL I + SUBTOTAL II)			

*[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

1. Background

Ardahan Kars Artvin Development Project (AKADP) is designed in line with the corresponding Financial Agreement, signed between the Government of Turkey and the International Fund for Agricultural Development (IFAD). The Project is being implemented under the overall authority of the Ministry of Food, Agriculture and Livestock (MFAL), to which UNDP provides implementation support.

AKADP is implemented by The Ministry of Food, Agriculture and Livestock with the technical support of the United Nations Development Programme Country Office. AKADP aims to reduce rural poverty in the Provinces of Ardahan, Kars and Artvin. The project activities focus on smallholder and non-farm enterprise Investments, village infrastructure investments and institutional strengthening.

In order to facilitate administration of the project, regional management office has been established in the Provincial Directorate of Agriculture (PDA) in the city Kars and charged with overall and day-to-day management and implementation of the Project in collaboration with project implementation units, operating in each of the project provinces, covered by the project.

A project unit, established within the General Directorate of Agricultural Reform of MFAL, provides guidance to the project team; facilitates and regulates establishment and maintenance of working relations between the project team and the provincial directorates of agriculture (PDA); monitors project implementation; and maintains contractual and working relations with IFAD and UNDP. The Project is mainly composed of three components: Component 1: Smallholder and Non-farm Investments Component 2: Village Infrastructure Investments Component 3: Institutional Strengthening and Project Management.

Within the Village Infrastructure component of the project, the construction of Ardahan Livestock Market (ALM) has started on June 2013). The livestock market is designed to serve 2200 cattle and 1000 ruminants in 28.000 m2 area (e.g. Administrative building with 5 rooms (150 m2). It will include open paddocks for 1.200 cattle and 1.000 ruminants as well as paddocks under a shed for 700 cattle and cattle barn for 300 cattle.

2. Objective

Considering the size and the complex structure of the livestock market, the successful management of ALM should be based on a solid business plan. The main objective of the project is to prepare a business plan for the Ardahan Livestock Market. Upon the completion of the construction works by the end of year 2014, the ownership will be transferred to the Ardahan Municipality. In order to ensure an efficient management of the livestock market, a proper Business Plan must be prepared in advance and necessary trainings should be provided to the field staff and the governing officials.

The business plan will cover the detailed procedures and methods that are imperative for operations management such as the purchase transactions, veterinarian services, security and hygiene principles, livestock market admission protocols and the customer fee policies. In addition, as in line with the business plan, the project team will prepare comprehensive training program based on the assigned

responsibilities to guide and prepare the staff for the management of the livestock market. As per the outlined duties, the Ardahan Municipality will be guided to take necessary precautions in order to ensure a sustainable business management of the livestock market.

3. Scope and Duties

The project team will consist of three professional specialists, namely, veterinarian, finance and investment specialist, and operations specialist. The project team is required to visit and conduct a technical study at one of the modern and registered livestock markets in Turkey (the place of the market will be determined jointly by the consultants and the project administration). The team will carefully analyze the financial system, veterinarian services, and the workflow and operational aspects of a well-functioning livestock market in order to develop a comprehensive business plan customized for the local needs. The developed business plan, which clearly describes and explains the procedures and methods, will be supplemented by training modules to transfer the know-how to the field staff. Practical guidelines will also be prepared under each functional category (described below) so that the dissemination occurs in a structural manner and stored for future references.

The business plan report will include but not limited to the following issues;

Veterinarian Services: At least one veterinarian assigned by the Municipality will always be present in the livestock market during the work hours in order to monitor the entry/exits of the animals to ensure a safe environment that is free of animal disease. A plan will be prepared that outlines the responsibilities of the veterinarian(s) with respect to the registry protocols of the sick animals, quarantine procedures and other required animal health services that ensures a safe and sound environment for both animals and the users of the livestock market.

Financials: The business plan must identify the overall fee structure and hence the income sources of the livestock market enterprise. In addition, the plan will assist in the development of sustainable financial policies in order to meet the operational expenses including the maintenance and repair costs. The pricing of variety of services are not yet determined (i.e. entry fees, overnight stays, veterinarian services), the project will therefore provide sound advice and assistance in determining the optimum pricing strategies.

Security: The livestock market should provide a safe and secure environment for cattle traders, intermediary commissioners, producers and all other players (not only inside the market but also at the close by neighborhood and at the highway traffic). Therefore, the business plan report must provide concrete plans to satisfy all necessary security related requirements.

Hygiene: A work plan will be developed in close cooperation with the Municipality to meet the ideal hygiene standards inside and outside the market, including the recycling and handling of the cattle manure and thereby its associated problems.

Capacity Management: The team will conduct detailed analysis to uncover the animal traffic parameters to identify the number of working days, seasonal schedules and other capacity issues related to the animal movements, so that a comprehensive capacity management plan can be prepared. The objective of the plan is to enable the Municipality to prepare itself with respect to the labor requirements during the excess season and take precautions against the other capacity related matters.

Opportunities: Another objective of the assignment is to uncover the potential opportunities discovered by the livestock market managements at other provinces. For instance, the complementary livestock exchange market, feed and fertilizer sales stores or bio-energy facilities are few examples of such opportunities that may add value to the current practices.

Market Traffic: The plan should provide enough details to identify the potential issues with regards to the inner animal traffic and outer highway traffic so that the Municipality can take precautions in advance.

Stakeholder Management: The team should consider the best practices in terms of stakeholder engagement at other livestock markets. For instance, the responsibilities of the PDFALs must be observed and documented so that the official arrangements can be established early in advance to prevent communication related obstacles.

3.1. Veterinarian

The veterinarian will prepare the plan that shows the operations of the management of the animal disease control inside the market as well as the protocol before the entrance. The veterinarian will also educate and train the veterinarian(s) who will be responsible in the livestock market.

- Will investigate and study the model livestock market in terms of veterinarian services and will provide detailed descriptions about the responsibility of the veterinarians in the livestock market.
- Will describe all required procedures and operations both at the entrance and inside the market to prevent contagious diseases, determine the necessary labor force for effective implementation, prepare the job descriptions of the livestock market veterinarians and develop the workflow diagram.
- Will prepare the procedures related to quarantine and the management of quarantine barns, and determine the prevention methods against the contagious diseases (i.e. pest control)
- Will develop an action plan on the data recording systems and the compliance procedures for handling the sick animals - including the data management and IT systems.
- Will prepare the task and responsibility frameworks in order to maintain the adequate hygiene standards within the market to protect both human and animal health.
- Will identify the list of the contagious diseases that can be monitored and checked at the gate as well as determine the required equipment resources to successfully manage the control operations.
- Will prepare the risk and crisis management activities in case of an outbreak of a contagious disease within the market.
- Will outline the communication and information transfer procedures of the veterinarian(s) with the authorities within the grand scheme of the overall market operations.
- Will clearly define the responsibilities of the veterinarian(s) against the PDFAL officials.
- Will prepare a detailed report regarding all the issues discussed above including the time and responsibility charts, and all other required task descriptions.
- Will prepare a detailed training program covering all the above topics for the market veterinarian(s), PDFAL and Municipality officials and all other relevant administrations.

3.2. Operations Management Specialist

The main task of the Operations Management Specialist is to develop workflow diagrams, prepare implementation plans, and define the relevant logistics and operational activities.

- Will develop the necessary plans for the Municipality against the potential bottlenecks of the animal movements within the market as well as at the highway traffic due to sales activities so that the necessary precautions can be taken in advance.

- Will prepare guidelines for the Ardahan PDFAL to assist the organization's planning activities by studying the responsibilities and legal obligations of the PDFALs at other livestock market locations.
- In order to ensure a safe and environmentally sound management of the market, the specialist will develop working plan with the Municipality that considers the manure management, and the sustainability of the inside market hygiene standards
- Will prepare security plans to create a safe working facility, particularly will establish the rules for safe trading practices and identify the workforce requirements as well as the responsibilities and job descriptions.
- Will define the communication network and links among the working staff within the market.
- Will prepare the organizational charts and HR management plans required to maintain an efficient and effective business operations.
- Will prepare a detailed report regarding all the issues discussed above including the time and responsibility charts, and all other required task descriptions.
- Will prepare a detailed training program covering all the above topics for the market veterinarians, PDFAL and Municipality officials and all other relevant administrations.

3.3. Finance Specialist

The main task of the finance specialist is to prepare the overall plan of the accounting systems and the capacity management of the livestock market as well as educate the administrative staff on the topics.

- Will develop the pricing strategies of the Municipality by setting up the proper price levels of the services, thereby, the determination of the income categories.
- Will assist in the development of sustainable practices to cover the ongoing daily expenses as well as the repair and maintenance costs.
- Will prepare practical and implementable plans as to how to set prices for the service categories (i.e. entrance fee, overnight stay, veterinarian services)
- Will develop capacity management plan based on the forecasts to identify the days of operations, seasonal accumulations by using the parameters such as animal transfers in and out of the province.
- Will lead the activities to identify new opportunities observed in other livestock markets that will keep the added value services in the market (i.e. animal exchange platforms, feed and manure sales stores, and bio-energy establishments)
- Will identify the software, recording, and other equipment requirements necessary to keep and manage the accounting practices of daily expenses and revenues, as well as develop templates to prepare financial statements.
- Will prepare pro-forma financial statements over at least 5 years of forecast horizon based on the determined expense and revenue accounts, evaluate the results, and share the findings with the Municipality.
- Will prepare a detailed report regarding all the issues discussed above including the time and responsibility charts, and all other required task descriptions.
- Will prepare a detailed training program covering all the above topics for the market veterinarians, PDFAL and Municipality officials and all other relevant administrations.

4. Deliverables

4.1. Business Plan Report

The team of consultants will prepare a comprehensive business plan that discusses the functional categories (as described above) in terms of problem identification, activity descriptions, operational workflow, resource requirements (including HR and IT requirements), skills and talent development, job descriptions, legal compliance procedures, financial statements, potential risks, and other managerial issues under a practical framework that can easily be understood and adopted by the implementing agencies. The plan will be based on the visited livestock market operation model, yet, it should be customized according to the local conditions in order to be practical and implementable. The Business Plan will be printed out and shared by all the stakeholders in both hard-copy and electronic forms.

The report will be prepared based on the below principles:

1. **Specific:** The activities under each functional category will be expressed without vague statements.
2. **Actionable:** The plan must be realistic and implementable considering the local constraints. If the plan includes sets of activities that may not be executable due to inadequate resources, the risks associated to incompletion of such activities must be described in great details.
3. **Articulate:** The plan should articulate the need, the procedures, the outcome and other activity details properly.
4. **Supplementary:** The plan will include visual and audio references if needed to provide easy-to-understand materials to the reader. All legal documents, web resources, and other relevant supplementary information will be referenced as needed.

4.2. Sample Forms and Templates

The team will prepare sample forms and templates required during the implementation of major activities. A sample of all legal forms and letters must also be attached as part of the business plan annexes. Such forms and templates can be copied and catalogued during the visit of a model livestock market. Registration forms at the entrance, quarantine forms, cattle-health check forms, and security reports are few examples of such documents. The team of consultants is also required to describe the management of such forms and letters including the processing, submission, compliance, monitor and follow-up procedures. The sample forms and templates will be printed out and shared by all the stakeholders in both hard-copy and electronic forms.

4.3. Guides and Check Lists

Although the Business Plan will include all the required information, the summary of key actions will be presented in the form of guidelines and check lists for effectiveness and efficiency. The purpose of the guides and check lists is to provide a readily available, simple to read, and easily accessible information that can be used as references when required. For instance, a check list of the procedures to be followed by the veterinarians at the entrance to monitor the animal diseases can be posted on the wall as an easy access reference. The guides and check lists will be printed out and shared by all the stakeholders in both hard-copy and electronic forms.

4.4. Training Materials and Dissemination

Executive Presentation: The team will prepare a short summary of the business plan as a presentation to the authorities:

- i. The suggested operational model based on each functional category
- ii. Resource requirements
- iii. Compliance procedures
- iv. Financial implications
- v. High level description of the institutional responsibilities of Municipality and PDFAL.
- vi. Risks

On Hands Job Training Handbook: Unlike the executive presentation, the job training presentations will be more focused, detailed and comprehensive for each staff category (veterinarians, security personnel, accountants, and management). The team will prepare On hands job training handbook including the guides, check-lists, sample forms, and all other supplementary documents. All documents will be copied into a CD and distributed to the stakeholders.

Workshop: The team will present the findings and their conclusions in a workshop. The workshop will include the executives from the Municipality, PDFAL, PMU, and other relevant institutions. It is the responsibility of the team of consultants to arrange a sufficient and adequate size meeting room in Ardahan. All presentation equipment, coffee breaks, invitation letters, presentation notes, and stationary items will be provided by the contractor. PMU will provide AKADP logo printed roll-up and posters to decorate the conference room. The responsibility to arrange the proper audio and visual systems, host and hostess arrangements, greeting and stage platforms, photography and video recordings belongs to the team of consultants. The workshop will be a one day event, preferably 4 to 5 hours.

Training Courses: The team will provide 4 days courses to train the staff, allocated one day for each staff category. Similar to the arrangement of the Workshop, the overall responsibility to organize the training courses also belongs to the contractor.

5. Duration and Timing

The Assignment is expected to be launched in October 2014 and be completed by the end of November 2014. The contractor shall provide a work plan in two days after signing the contract. The expected dates of anticipated activities and deliverables are as follows:

Week	1	2	3	4	5	6	7
Meetings and start-up situation evaluation							
Visit to a model livestock market							
Meetings in Ardahan with the stakeholders after the visit							
Preparation of the plans and reports							
Presentations and workshops							
Preparation of the training modules							
Execution of the trainings							

6. Institutional Arrangements

The contractor shall assign a team Leader who shall be in charge of overall delivery of services defined. The team leader will be one of the three team members. This person shall be in close contact with UNDP and the Beneficiary, and update them weekly in writing (via e-mail about the developments. At the end of the project all materials developed shall be submitted along with a final report providing the details of services delivered.

8. Expected Travels

Number of travels and days in the below table are given for information purposes based on estimations. Contract price will be fixed to total lump sum price given in the Financial Proposal and to deliverables indicated in the ToR, regardless of the changes in the cost components (such as days, travels invested for completion of the deliverables.)

No	Destination/s	Estimated Days of Accommodation	Purpose of the Travel
1	Ardahan	1 day	Start-up Meeting
2	Visit to Model Livestock Market in Turkey	2 days	Study visit
3	Ardahan	4 Days	Meeting with stakeholders and identification of challenges, collecting input for the deliverables
4	Ardahan	2 days	Presentation of the business plan with a workshop
5	Ardahan	5 days	Trainings

The contractor shall make necessary infrastructure and logistic arrangements to efficiently and completely conduct the activities defined hereby for the planning, realization/production and delivery of the services. When deemed necessary by UNDP, No travel or accommodation cost shall be reimbursed in this respect.

7. Required Qualifications

7.1. Qualifications of the Proposer

- The firm/organization must be established and working in line with the applicable laws and regulations at least for the last 5 years;
- The firm/organization must have experience in delivering consultancy and training services in rural development projects. (minimum one reference letter is required)
- The firm/organization must have experience in working with Government and government institutions. (minimum one reference letter is required)
- Experience in the North-east Anatolia is an asset.

7.2. Qualification of Team Members

The company will provide one Veterinarian, one Finance Specialist and one Operations Specialist to the project. Qualifications of the team of experts are as follows:

Veterinarian

- Must hold a valid veterinarian diploma, graduate degree is an asset.
- Must have at least 5 years of experience in livestock markets, TİGEM livestock establishments, private livestock companies or rural development agencies.
- Must have proven experience of organizing workshops and conferences on similar topics.

- Must have knowledge on the procedures and the formal applications of the “Animal Welfare” and “The transfer of animals domestically” laws and regulations, as well as familiarity with the TÜRKVET database system.
- Have the skills to foresee the potential obstacles at over-night stay livestock establishments, develop logical frameworks and transfer the knowledge to the stakeholders
- Must have knowledge on the management of animal manure, hygiene standards and the proper applications of the biocidal drugs
- More than 7 years of professional experience is an asset.
- Specialization on the contagious diseases among cattle/small ruminants is an asset
- Published articles is an asset

Finance Specialist

- Must have a valid diploma in Business Administration, Accounting, Economics or Agricultural Economics, graduate degree is an asset.
- Must have at least 5 years of experience gained at the livestock markets, TİGEM livestock establishments, private livestock companies, or rural development agencies.
- At least 3 years of experience in economics and finance of agricultural/rural investments Must be proficient in MS Excel
- Working knowledge of accounting/finance software is an asset
- More than 7 years of professional experience is an asset

Operation Management Specialist

- A university degree, preferably from Agriculture department specialization in zootechnics
- Have at least 5 years of experience gained at livestock markets, TİGEM livestock establishments, private livestock companies or rural development agencies.
- Have at least 3 years of experience on a similar topic, preferably worked as a specialist or project coordinator.
- Must have experience in logistics, project management and workflow planning activities.
- More than 7 years of professional experience is an asset