



## REQUEST FOR PROPOSAL (RFP)

**DATE: April 24, 2015**

**REFERENCE: DFID-Livelihood-JT-2015**

Dear Sir / Madam:

We kindly request you to submit your Proposal for **the provision of professional services of Public Markets in West Beka'a and Zahle Region.**

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" for "DFID-Livelihood-JT-2015: Provision of professional services of Public Markets in West Beka'a and Zahle Region", should reach the UNDP Office in Beirut, and should be registered and given a Reference Number, at the below mentioned address no later than Wednesday, 06 May 2015, 3:00 p.m. Beirut Local Time.**

**Address:**

**UNDP Lebanon**  
**Ms. Josephine Pharaon**  
Arab African International Bank Building  
Riad El Solh Street  
Nejmeh, Beirut 2011 5211, Lebanon  
Tel: +961 1 962 500, Ext: 154  
Fax: +961 1 962 491  
Email: lhsp.procurement@undp.org

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 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.

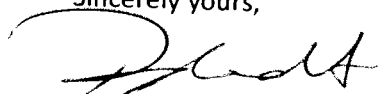
UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures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

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Raghed Assi  
UNDP Programme Manager  
4/24/2015

## Description of Requirements

Context of the Requirement	Project Title: The Lebanon Host Communities Support Project
Implementing Partner of UNDP	UNDP Lebanon
Brief Description of the Required Services	The overall objective of the assignment is: 1) to carry out an assessment of the economic benefits of public markets in the regions of West Bekaa and Zahle, 2) to develop standards and guidelines for setting up and managing public markets and 3) to support <b>two specific public markets</b> within the villages of Ghazze and Bar Elias, with the overall aim of expanding livelihood opportunities and economic activity in the area.
List and Description of Expected Outputs to be Delivered	<p>The support includes the realization of an assessment of the economic impact of public markets in the areas of West Bekaa and Zahle Region, the development of standards and guidelines for public markets, as well as the direct support to two Livelihood projects pertaining to public markets.</p> <ul style="list-style-type: none"> <li>• <b>Project A:</b> The newly established ( in process) Public Market in the village of Bar Elias which requires an assessment of the optimal market layout, a detailed business plan, scenarios of management modalities &amp; organizational structure and training of identified needs.</li> <li>• <b>Project B:</b> A public market in the village of Ghazze which requires capacity building of Municipal Staff for better management and organization of the Public Market.</li> </ul> <p>Both projects will require the identification of follow up support needed to ensure the sustainability of the projects.</p>
Person to Supervise the Work/Performance of the Service Provider	Mr. George Akl, UNDP Bekaa Area Manager
Frequency of Reporting	Please refer to the attached Terms of Reference
Progress Reporting Requirements	Please refer to the attached Terms of Reference
Location of work	Please refer to the attached Terms of Reference
Expected duration of work	Four (4) months
Target start date	Mid of June 2015
Latest completion date	End of August 2015
Implementation Schedule indicating breakdown and timing	<input checked="" type="checkbox"/> Required

of activities/sub-activities													
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required												
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars												
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT 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	<table border="1"> <thead> <tr> <th>Deliverables</th> <th>Due Date</th> <th>Payment terms</th> </tr> </thead> <tbody> <tr> <td>Phase 1: Completion of all phase 1 Deliverables</td> <td>Mid-June 2015</td> <td>30%</td> </tr> <tr> <td>Phase 2: Completion of all phase 2 Deliverables</td> <td>End of July 2015</td> <td>35%</td> </tr> <tr> <td>Phase 3: Completion of all phase 3 Deliverables</td> <td>End of August 2015</td> <td>35 %</td> </tr> </tbody> </table>	Deliverables	Due Date	Payment terms	Phase 1: Completion of all phase 1 Deliverables	Mid-June 2015	30%	Phase 2: Completion of all phase 2 Deliverables	End of July 2015	35%	Phase 3: Completion of all phase 3 Deliverables	End of August 2015	35 %
Deliverables	Due Date	Payment terms											
Phase 1: Completion of all phase 1 Deliverables	Mid-June 2015	30%											
Phase 2: Completion of all phase 2 Deliverables	End of July 2015	35%											
Phase 3: Completion of all phase 3 Deliverables	End of August 2015	35 %											
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Mr. George Akl, UNDP Bekaa Area Manager												
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order												
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 criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.												
Criteria for the Assessment of Proposal	<b>Technical Proposal (70%)</b>  <input checked="" type="checkbox"/> Expertise of Firm / Organization (30%)												

	<input checked="" type="checkbox"/> Proposed Methodology, Approach and Implementation Plan (30%) <input checked="" type="checkbox"/> Management Structure and Key Personnel (40%)  <b>Financial Proposal (30%)</b> 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 (Annex 3) <sup>1</sup> <input checked="" type="checkbox"/> Detailed Terms of Reference (Annex 4)
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	Mr. George Akl, UNDP Bekaa Area Manager Email address: <a href="mailto:George.Akl@undp.org">George.Akl@undp.org</a>
Other Information [pls. specify]	None

<sup>1</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>2</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>3</sup>)*

[insert: Location]

[insert: Date]

To: Raghed Assi, UNDP Programme Manager

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 4/23/2015 , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

### A. Qualifications of the Service Provider

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

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

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

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

### C. Qualifications of Key Personnel

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating

<sup>3</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- 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\***

	<b>Deliverables</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price (Lump Sum, All Inclusive)</b>
1	Phase 1: Completion of all phase 1 Deliverables	30%	
2	Phase 2: Completion of all phase 2 Deliverables	35%	
3	Phase 3: Completion of all phase 3 Deliverables	35%	
<b>Proposal Sub-Grand Total Value (USD), excluding VAT</b>			
<b>VAT (10%) USD (if applicable)</b>			
<b>Proposed Grand Total Value (USD), including VAT</b>		<b>100%</b>	

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

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

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
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				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

*[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

### Support to Public Markets in West Beka'a and Zahle Region

#### 1. Background Information

Lebanon is entering the fifth year of the Syrian Crisis, and the ramifications have been felt by every Lebanese Household. Lebanon hosts 38% of the displaced Syrians in the region, more than any other country.

While in April 2012, 32,800 refugees were registered or awaiting registration with UNHCR, by July 2014 that figure jumped sharply to over 1,100,000. Currently Lebanon host's 1,172,170 registered Syrian refugees (UNHCR, 12 March 2015), and has the highest per capita population of refugees in the world. The Syrian crisis is creating a negative impact at the macro and micro economic levels resulting in environmental degradation, increase competition over economic resources, increase of conflicts and disputes among Lebanese communities and between Lebanese and displaced Syrians. Unemployment rates are escalating, production costs have gone up, trade routes have closed with reduced export opportunities, and sectors, which traditionally were able to generate employment such as tourism and construction, are faced with significantly less demand.

UNDP Response to the Impact of the Syrian Crisis is rooted in the **UNDP Stabilization & Recovery Program** fully integrated within both the Humanitarian Regional Response Plan and Lebanon Roadmap for Priority Interventions for Stabilization from the Syrian Conflict. The Lebanon Host Communities Support Project (LHSP), in coordination with the Ministry of Social Affairs (MOSA) is a specific response to stabilize the Lebanese Communities and increase their capacities and ability to host Syrian refugees. The Program aims to strengthen the capacity of national and local government and civil society actors for inclusive priority setting and conflict mitigation, dispute resolution, and participatory service delivery as well reinforcing business skills and marketing opportunities in vulnerable areas, enhancing the dialogue among key stakeholders. Within the framework of the LHSP Programme, assessments were carried at local level to define the needs of communities; from these needs solutions were formulated in the form of projects. A number of municipalities highlighted the need for the establishment of Public markets as key income generation activity for local traders, farmers and craftsmen.

Public markets have the potential to bring a multitude of benefits to the communities and wider area of which they are located. Such potential benefits could include enhancing the local economic development in the area providing new marketing opportunities for local farmers, craftsmen, traders and producers, creating new direct or indirect employment opportunities for workers, spurring travel and tourism, enhancing access to products and increasing social interaction as well as generating new revenue streams for the municipalities. However, in order for public markets to succeed and provide expected benefits to the communities while avoiding any negative impacts it is essential that they are based on an assessment of the local and regional needs and conditions and are managed in a sustainable manner.

In the region of West Bekaa there are currently two main public markets, Ghazeh and Marj; whereas in the Area of Zahle region there are also two Ferzol and Saadneyl & Taalbaya. UNDP is supporting the Municipality of Barelais in establishing a Public market for local farmers given that the farmers in the area of Bar Elias and its surroundings incur high costs of transporting their crops to the already existing markets in Zahle Region.



Establishing a Public Market in Bar Elias will serve a large number of farmers and dealers from at least six villages in the area. Moreover, the increasing Syrian refugee influx to Bar Elias has increased the demand on foods & created an opportunity for local farmers to sell their production and improve their livelihood. UNDP is funding both the infrastructure component of this project in addition to a component related to capacity building of the municipality in managing & organizing the market.

The community of Ghazze has seen one of the highest influx of Syrian refugees, which increased the demand for foods and created pressure on the Municipality of Ghazze in different aspects such as job creation and security. The number of local registered Lebanese residents amount to 4,175, whereas the number of Syrian displaced amount to roughly 23,000.

UNDP is intervening to support the existing public market given that this market has created an opportunity for local farmers and dealers to sell their production and improve their livelihood. Improvements to this public market will serve a large number of farmers and dealers from at least seven villages in the area since it will be able to accommodate a higher number of traders. In addition, these modifications will improve the accessibility to this market and subsequently act as a main source of income to the Municipality.

## 2. Objectives

The overall objective of the assignment is: 1) to carry out an assessment of the economic benefits of public markets in the regions of West Bekaa and Zahle, 2) to develop standards and guidelines for setting up and managing public markets and 3) to support **two specific public markets** within the villages of Ghazze and Bar Elias, with the overall aim of expanding livelihood opportunities and economic activity in the area.

## 3. Scope of Work

The support includes the realization of an assessment of the economic impact of public markets in the areas of West Bekaa and Zahle Region, the development of standards and guidelines for public markets, as well as the direct support to two Livelihood projects pertaining to public markets.

- **Project A:** The newly established ( in process) Public Market in the village of Bar Elias which requires an assessment of the optimal market layout, a detailed business plan, scenarios of management modalities & organizational structure and training of identified needs.
- **Project B:** A public market in the village of Ghazze which requires capacity building of Municipal Staff for better management and organization of the Public Market.

Both projects will require the identification of follow up support needed to ensure the sustainability of the projects.

## 4. Activities

### 1. Market assessment

1.1 Provide an overview of the key economic sectors in West Bekaa and Zahle.

1.2 Assessment of the potential economic impact of public markets in the region. This should include **a)** an analysis of the impact and coverage of existing public markets in the area (considering local economic benefits, sales, employment etc. as well as capacity and expenditure to manage, maintain and promote markets); **b)** a market-based needs assessment to identify the needs/demand of the communities in relation to public markets; **c)** an analysis of different aspects of supported public markets and how they are expected to generate economic benefits to the local communities.

1.1 Provision of specific recommendations on market locations, type and vendor mix (e.g. producers/farmers, non-producers/re-sellers, prepared food vendors, locally vs. internationally produced goods etc.) for markets in the area, on the basis of the finalized market assessment and specifically considering demand, expenditure, potential economic benefits and growth opportunities as well as considerations on security, traffic implications and waste management capacities.

### 2. Standards and Guidelines

2.1. Development of standards and guidelines for the setup and management of public markets in Lebanon, based on existing cross sectorial laws and regulations related to public markets in the country (e.g. environmental standards, health, safety and hygiene related standards, agricultural regulations etc.); national and international best practice standards/practices; and lessons learned from existing public markets in the region and/or the country at large.

### 3. Project A: Bar Elias Public Market:

3.1 Assessment and recommendation on the optimal market layout taking into account developed standards for public markets, including considerations on hygiene and logistics (e.g. organization of market to ensure cleanliness, adequate waste management, food hygiene, organization of livestock and logistical efficiency) and facilities (e.g. packaging, storage, cooling, lavatory facilities and display/market space facilities etc.).

3.2 Realization of business plan for the Public Market (including organizational structure and management modality (*look into involvement of municipality and or the Union*), business strategy, marketing plan, and operations etc.)

3.3 Development of a Financial Plan (including operational expenses, financial costs, revenues generated, forecasts etc.)

3.4 Conduct training for people assigned by the municipality in the management & organization of the market (training needs assessment, development of the training programme and curriculum as well as the training evaluation)

3.5 Recommendation for future support

#### **4. Project B: Ghazze Public Market**

- 4.1 Assess current management practices highlighting strengths and weaknesses as well as suggesting areas of improvement.
- 4.2 Conduct training for people assigned by the municipality in the management & organization of the market (training needs assessment, development of the training programme and curriculum as well as the training evaluation)
- 4.3 Recommendation for future support

The Consultant is required to take into consideration the below requirements & criteria while implementing the needed tasks:

- Coordinate with United Nations Development Programme National and regional Offices; this is key when meeting with local stakeholders (Unions, Municipalities, Cooperatives etc...)
- Take into consideration UNDP's past & ongoing projects within the vicinity of the public markets; for possibility of complimentary of work.
- Site visits and meetings with regional municipalities running similar operations should be carried out.
- Support to the projects should take into consideration successful similar projects in the Bekaa region for lessons learnt and business requirements.
- Undertake field trips, meetings and carry out additional field surveys to confirm desk study
- Ensure alignment of the recommendations with relevant government strategy or procedure taking into consideration the recent interest in such markets highlighted by the Ministry of Interior.

#### **5. *Work plan***

In the proposal, the Consultant is requested to provide a preliminary proposed project work plan covering all the activities described in Section 4 (a GANTT chart showing detailed list of tasks, duration and schedule per task and allotted resources per task shall be included in the bid). It shall also include the Consultant's resources as well as other dependencies, which affect the project duration.

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.

#### **6. Deliverables**

##### **6.1 Deliverables**

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

The following deliverables are requested:

### **Phase 1**

1. Project work plan
2. Market assessment (including assessment of economic impact of public markets in the area and a market needs assessment)
3. Specific recommendations on public markets in West Bekaa and Zahle region
4. Standards and guidelines for the setup and management of public markets

### **Phase 2**

#### **Project A: Bar Elias Public Market:**

1. Facility plan (including recommendations on market layout and logistics)
2. Business plan (including management modalities, organizational structure, business strategy, marketing plan, and operations etc.)
3. Identification of management modality of market (*look into involvement of municipality and or the Union*)
4. Financial plan (including cost revenue analysis, forecasts, etc.)
5. Training report (including a training needs assessment, the training programme and curriculum and a training evaluation report)

#### **Project B: Ghazze Public Market**

1. Assessment report of current management practices and suggested areas of improvement if any
2. Training report (including a training needs assessment, the training programme and curriculum and a training evaluation report)

### **Phase 3**

#### **Project A: Bar Elias Public Market:**

1. Final report detailing recommended follow up support required
2. A presentation/one day seminar addressed to UNDP

#### **Project B: Ghazze Public Market**

1. Final report detailing recommended follow up support required
2. A presentation/one day seminar addressed to UNDP

## **6.2 Reports validation modalities**

Provisional approval of submitted reports (refer to section 5) shall take place at each of the defined milestones shown in the delivery schedule (*to be agreed with the Consultant at the start of the project*). It is expected that such approval shall not exceed seven days from the notification of the completion of a specific milestone.

### 6.3 Delivery Schedule

The Consultant is expected to complete and submit the deliverables specified below as per the identified time schedule. *Expected overall duration for project completion is 4 months.*

Deliverables	Due Date
Phase 1: Completion of all phase 1 Deliverables	Mid-June 2015
Phase 2: Completion of all phase 2 Deliverables	End of July 2015
Phase 3: Completion of all phase 3 Deliverables	End of August 2015

## 7. Qualifications

### a. Firms Qualifications

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

1. Economic and financial standing: total annual turnover must exceed twice the maximum budget of the contract.
2. Professional capacity: at least 20% of all permanent staff working for the Consultant currently works in fields related to the contract.
3. Technical capacity : the Consultant has worked on at least one major project in fields related to the contract in the past three years, and in particular in the following fields:
  - Agriculture development
  - Business & financial planning
4. Knowledge of the geographic area in question, the consultant should have proven record of experience in the area of Zahle/Bekaa
5. Knowledge of institutional set up & function of Cooperatives, Municipalities and Unions

### b. Profile of requested staff

The Consultant will include in the offer a proposal regarding the team composition and structure with recent CVs. The requested team should have diversified skills including amongst others a Team Leader, an Agro-Economist, and Business Development Specialist

The following minimum required profiles are requested:

#### Team leader

- Master's Degree in Business Administration, Economics, Agriculture or a related field, with at least 5 years of relevant experience in local development or Bachelor degree with at least 10 years of relevant experience in similar field of work
- Proven experience in project management and proficiency in project management tools is required.
- Fluent in Arabic and English (French is an asset).

- Full time presence for this position is preferable.

#### **Economist**

- Degree in economics or related field,
- At least 5 years of relevant experience in local development
- Fluent in Arabic and English.
- This function requires presence as per the implementation schedule to be proposed.

#### **Business Development Specialist**

- BA in Business, Economics, Statistics, or any related field.
- At least 5 years of relevant experience
- Experience in financial and business planning
- Fluent in Arabic and English.

### **8. LANGUAGE REQUIREMENTS**

All requested reports/deliverables shall be written in English.

### **9. Duration**

The duration of the assignment shall not exceed 4 months.