



INDIVIDUAL CONSULTANT PROCUREMENT NOTICE

Date: February, 1st 2016

Reference: LEB/CO IC/220/15

Country: Lebanon

Description of the assignment: Provision of Individual Services of a Legal Expert - Short term consultancy for the preparation of a legislative framework study for the transport and energy sectors in Lebanon.

Project name: Sustainable Oil and Gas Development in Lebanon "SODEL"

Period of assignment/services: Sixty (60) working days spread over four (4) months from contract signature.

Proposals should be submitted to the below e-mail address no later than **Friday, 19 February 2016 at 3:00 p.m. Beirut Local Time;**

Contact Person:	Procurement Unit
Name of Office:	UNDP Lebanon Arab African International Bank Building Third Floor, Room # 310 Riad El Solh Street, Nejme, Beirut 2011 5211, Lebanon
Telephone:	+ 961 1 962 500
Fax:	+ 961 1 962 491
E-Mail:	procurement.lb@undp.org

Any request for clarification must be sent in writing to the e-mail indicated above. The UNDP Procurement Unit will respond in writing by standard electronic mail and will send written copies of the response, including an explanation of the query without identifying the source of inquiry, to all consultants.

1. BACKGROUND

During the last decade, the Ministry of Energy and Water (MoEW) has recognized the offshore hydrocarbon potential in Lebanon and has commissioned several studies to further analyze this potential.

On the technical side, and in preparation for launching the first offshore licensing round, the MoEW and the Lebanese Petroleum Administration (LPA) assigned geophysical service companies to perform seismic surveys that covered the entire Lebanese offshore. The results of these surveys showed that there are prominent oil and gas reserves, with **gas being dominant**.

On the environmental side, the Government of Lebanon (GoL) represented by the MoEW commissioned, in collaboration with the Ministry of Environment (MoE), the preparation of a Strategic Environmental Assessment (SEA) of the offshore petroleum sector. This assessment identified several environmental recommendations that created the *first component* of the project entitled "**Sustainable Oil and Gas Development in Lebanon**" (SODEL).

In its *second component*, SODEL will look at the uses of the potential gas resources and other low carbon fuels in different sectors in Lebanon, namely the transport and energy sectors, in order to develop an upstream gas policy paper that would maximize economic benefits to Lebanon while safeguarding the environment.

Ultimately, this would ensure that all decisions taken in the upstream gas exploration and production sectors as well as in the downstream use of natural gas and other hydrocarbon fuels, if found, take environmental, economic and social considerations into account in order to protect both the environment and the local communities.

SODEL is being implemented by the United Nations Development Programme UNDP (Energy and Environment Portfolio) in partnership with LPA and the MoEW.

This document constitutes the Terms of Reference for the provision of consultancy services for the preparation of an updated legislative framework for the transport and energy sectors in Lebanon.

2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

1.1 Scope of Work:

In preparation for the expected offshore oil and gas activities, the MoEW is developing a National Hydrocarbon Strategy. The Strategy would include the technical, environmental, safety, social, legal, as well as infrastructural aspects and impacts of the introduction of natural gas into the Lebanese energy market on the short, medium and long terms.

In this context, the SODEL project will support in undertaking some of the required technical and environmental studies that would help in setting policy recommendations for the uses of the potential natural gas resources and low carbon fuels, as alternative fuels, in Lebanon.

In fulfillment of the above, the SODEL project has awarded 2 separate consultancy services for the preparation of the below technical studies:

Cost Benefit Analysis for the use of natural gas and other low carbon fuels in the transport sector in Lebanon (ToRs attached – Annex 1). This Consultancy service was awarded to a local transport expert.

Cost Benefit Analysis for the use of natural gas and low carbon fuels in the energy sector in Lebanon (ToRs attached – Annex 2). This Consultancy service was awarded to an international consultancy firm.

The above 2 Consultancies are working in parallel and coordinating on many common issues. Based on their findings and analysis, these 2 consultancies shall prepare policy recommendations and draft a policy paper that would guide decision makers on the optimal use of natural gas and low carbon fuels in the energy and transport sectors.

Accordingly, the Legal Consultant that will be awarded this Consultancy Service will be provided with all technical information and analysis needed to analyze the existing legislative framework and recommend the development of new or updated legislation.

1.2 Methodology of Work

A. General Issues

The methodology of work will consist of desk review, in addition to meetings and coordination with the Technical Consultants responsible for preparing the Energy and Transport CBA studies. In addition, consultations might be needed with the stakeholders involved directly or indirectly with the energy and transport sectors in Lebanon, particularly the MoEW, LPA, MoE, CDR, MoPWT.

The main challenge that will encounter the Consultant will be completing the required tasks within the timeframe available. Although technical information will be provided to complement the work that will be undertaken within this assignment, this assignment remains distinct in its nature and should rely to the maximum extent possible on independently acquired legal information as needed. Any delays or outstanding issues that may pertain to the other assignment would not justify delaying or discontinuing this assignment.

B. Reports Validation Modalities

Provisional approval of submitted deliverables 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 the Project Committee comments shall not exceed Ten (10) Working days from the receipt of the deliverable of a specific milestone.

On submittal of the deliverable, the Project Committee shall respond and its decision may either be:

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

1.3 Tasks

The following sections detail the expected outputs from the Consultant for each required activity. They are intended as general guidelines only. The Consultant is expected to provide further input based on their own knowledge and experience.

The assignment requires deskwork, research, meetings, as well as coordination between the Technical Consultants and different related entities.

Under the direct supervision of the SODEL Project Manager, the Consultant's responsibilities are, but not limited to, the following:

- **Task 1: Coordinate with the Technical Consultants conducting the Cost Benefit Analysis studies in the Energy and Transport Sectors in Lebanon:**
 - The Legal Consultant shall meet with the technical consultants performing the CBA studies for the use of natural gas and low carbon fuels in the energy and transport sectors in Lebanon on a regular basis to understand and discuss their work proceedings, legal needs, requirements, findings and outputs.
- **Task 2: Perform a legislative framework analysis of the existing Lebanese legislation related to the Transport and Energy Sectors in Lebanon:**
 - The Legal Consultant shall accordingly prepare:
 - A detailed study of the existing (including proposed/draft) legal framework: policies, legal texts and studies, as well as national and international regulations and standards related to the import, storage, use, distribution, and consumption of fuel products in the energy and transport sectors in Lebanon,
 - An analysis of the gaps in the above identified legal framework.
 - The Legal Consultant shall meet with related Governmental bodies, when needed, to discuss, interpret, and validate the findings.
 - The Legal Consultant shall present this study (in addition to the narrative form) in a matrix that clearly describes the findings as per the above described categories.

- **Task 3: Conduct a benchmarking analysis of the available legal framework with international frameworks:**
 - After a thorough understanding of the legal framework in Lebanon governing the energy and transport sectors, the Legal Consultant, based on their experience and professional knowledge, shall study and compare several international legal systems for these sectors and give advice on their applicability to the Lebanese case.
- **Task 4: Develop a new legal framework:**
 - Based on the outputs and findings of the Technical Consultants, the analysis of the existing legal framework, and the international benchmarking exercise, the Legal Consultant shall, based on sector and priority:
 - provide recommendations on the existing legislation that needs to be revised or updated **and draft the required updated** legal texts
 - provide recommendations on new legislation that needs to be developed and **draft the required legislation,**
 - The consultant shall advise on what Governmental, academic, or research institutions should be involved in the required update of the legal framework together with their respective roles and responsibilities and accordingly consult with them in coordination with the SODEL team.
- **Task 5: Advice on proposed policy paper:**
 - The technical consultants performing the CBA studies for the use of natural gas and low carbon fuels in the energy and transport sectors in Lebanon shall, as one of their analytical outputs, prepare policy recommendations and draft a policy paper that would guide decision makers on the optimal use of natural gas and low carbon fuels in the energy and transport sector in Lebanon.
 - The Legal consultant shall review the suggested policy recommendations and policy paper and provide documented legal analysis and advice to the Consultants.
 - The Legal consultant shall also briefly describe current and future envisaged legal challenges related to the implementations of the proposed policy paper and recommend how to overcome them.

For additional information, please refer to ANNEX I – Terms of Reference

3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

I. Academic Qualifications:

- University degree in Legal Studies.

II. Years of experience:

- At least 10-15 years of relevant experience in the field of legal public administration in Lebanon.
- Knowledge of the oil and gas sector is an asset.
- Previous experience in preparation of similar studies and tasks is an asset.

III. Competencies:

- High proficiency in English and Arabic languages,
- Demonstrable analytical skills,
- Excellent interpersonal and communication skills,
- Excellent facilitation skills, and
- Ability to meet deadlines and prioritize multiple tasks.

4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

Interested individual consultants must submit the following documents/information to demonstrate their qualifications:

(I). Technical **Proposal**:

- (i) **Letter to UNDP Confirming Interest and Availability for the Individual Contractor (IC) Assignment**
- (ii) **Explaining why** you are the most suitable for the work
- (iii) Provide a brief **methodology** on how you will approach and conduct the work
- (iv) Personal **CV** including past experience in **similar projects** and at least **3 references**, mentioning the references' e-mails addresses.

5. FINANCIAL PROPOSAL

- **Lump sum contracts**

The financial proposal shall specify a total lump sum amount, and payment terms around specific and measurable (qualitative and quantitative) deliverables. Payments are based upon output, i.e. upon delivery of the services specified in the TOR as follows:

Deliverable	Date	Weight for Payment
Minutes of Kick off meeting	1 st week from contract signature	10 % of Contract value
Work Plan	1 st week from contract signature	
Existing Legal Framework Analysis Report	1 month from contract signature	20% of Contract value
International Benchmarking Analysis Report	2 months from contract signature	
New Legal Framework Report	3 months from contract signature	20% of Contract value
Final Results and Recommendations Report (including recommendations on proposed policy paper)	4 months from contract signature	50% of Contract value

In order to assist the requesting unit in the comparison of financial proposals, **the financial proposal shall include a breakdown of this lump sum amount (including travel, per diems, and number of anticipated working days)**. The financial proposal shall be presented using the enclosed format of Appendix a - Annex III.

Travel:

All envisaged travel costs must be included in the financial proposal. This includes all travel to join duty station/repatriation travel. In general, UNDP should not accept travel costs exceeding those of an economy class ticket. Should the IC wish to travel on a higher class he/she should do so using their own resources.

In the case of unforeseeable travel, payment of travel costs including tickets, lodging and terminal expenses should be agreed upon, between the respective business unit and Individual Consultant, prior to travel and will be reimbursed.

6. EVALUATION

Individual consultants will be evaluated based on the following methodology:

Cumulative analysis

When using this weighted scoring method, the award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- a) responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation.

** Technical Criteria weight; [70%]*

** Financial Criteria weight; [30%]*

Only candidates obtaining a minimum technical score of 70 points would be considered for the Financial Evaluation.

Criteria	Weight	Max. Point
Technical Competence	70%	100
Academic qualification/competencies		25
Experience		35
Methodology		40
Financial Offer/Offer*100) (Lower	30%	100
Total Score	Technical Score*0.7+Financial Score*0.3	

Weight per Technical Competence	
Weak: below 70%	The individual consultant/contractor has demonstrated a WEAK capacity for the analyzed competence
Satisfactory: 70-75%	The individual consultant/contractor has demonstrated a SATISFACTORY capacity for the analyzed competence
Good: 76-85%	The individual consultant/contractor has demonstrated a GOOD capacity for the analyzed competence
Very Good: 86-95%	The individual consultant/contractor has demonstrated a VERY GOOD capacity for the analyzed competence
Outstanding: 96-100%	The individual consultant/contractor has demonstrated an OUTSTANDING capacity for the analyzed competence.

ANNEXES

ANNEX I - TERMS OF REFERENCE (TOR)

ANNEX II - INDIVIDUAL CONSULTANT CONTRACT AND GENERAL TERMS AND CONDITIONS

**ANNEX III - OFFEROR'S LETTER TO UNDP CONFIRMING INTEREST AND AVAILABILITY FOR THE
INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

ANNEX III
OFFEROR'S LETTER TO UNDP
CONFIRMING INTEREST AND AVAILABILITY
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT

Date _____

Ross Mountain
Resident Representative
United Nations Development Programme
Arab African International Bank Building
Riad El Solh Street, Nejme, Beirut 2011 5211
P.O. Box 11-3216 Beirut, Lebanon

Dear Sir/Madam:

I hereby declare that:

- a) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of a Legal Expert - Short term consultancy for the preparation of a legislative framework study for the transport and energy sectors in Lebanon under the UNDP Project: Sustainable Oil and Gas Development in Lebanon "SODEL";
- b) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- c) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV or Personal History Form (P11) which I have duly signed and attached hereto as Annex 1;
- d) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3;
- e) I hereby propose to complete the services based on the following payment rate :

☐

A total lump sum of _____ *[state amount in words and in numbers, indicating exact currency]*, payable in the manner described in the Terms of Reference.

- f) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Appendix a;
- g) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- h) This offer shall remain valid for a total period of 90 days after the submission deadline;
- i) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*
- j) If I am selected for this assignment, I shall *[pls. check the appropriate box]:*

☐

Sign an Individual Contract with UNDP;

☐

Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

- k) I hereby confirm that *[check all that applies]:*

☐

At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;

☐

I am currently engaged with UNDP and/or other entities for the following work :

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

☐

I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal :

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

- l) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
- m) **If you are a former staff member of the United Nations recently separated, pls. add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.
- n) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

Full Name and Signature:

Date Signed:

Annexes [pls. check all that applies]:

- ☐ CV or Duly signed P11 Form, in addition to at least 3 References' e-mails addresses
- ☐ Breakdown of Costs Supporting the Final All-Inclusive Price as per Template
- ☐ Brief Description of Approach to Work (if required by the TOR)

APPENDIX a

**BREAKDOWN OF COSTS
SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

Breakdown of Cost by Deliverables

Deliverable	Expected Date	Weight for Payment	Amount in USD
Minutes of Kick off meeting	1 st week from contract signature	10 %	
Work Plan	1 st week from contract signature		
Existing Legal Framework Analysis Report	1 month from contract signature	20%	
International Benchmarking Analysis Report	2 months from contract signature		
New Legal Framework Report	3 months from contract signature	20%	
Final Results and Recommendations Report (including recommendations on proposed policy paper)	4 months from contract signature	50%	
Total Amount in USD			

Full Name and Signature:

Date Signed:
