



**FISHERY MEDITERRANEAN NETWORK  
CALL FOR PROPOSALS  
FOR  
PRODUCT TEMPORARY MANAGERS  
Activity A.3.4.3**

November 15, 2022

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## **PROJECT BACKGROUND**

FISH MED NET was born from the experience of the previous READY Med Fish project, managed between the end of 2013 and the end of 2015 by the Legacoop Agroalimentare (Project Leader). The previous project was oriented more on a level of policy and the creation of a common understanding of the dynamics and guidelines for diversification. FISH MED NET, on the other hand, is more oriented towards a direct accompaniment to fishing companies to the diversification of activities.

## **PARTNERSHIP**

The partnership of FISH MED NET is composed as follows:

- Community of communes in the south of Corsica, **France**
- Legacoop Agroalimentare, **Italy**
- Haliéus, **Italy**
- CIHEAM IAM Bari, **International Organization**
- Ministry of Agriculture of **Lebanon**
- ATDEPA - Association for the Development of Artisanal Fishing of **Tunisia**
- ESDC – Economic & Social Development Center, **Palestine**, member of the International Cooperative Alliance

## **PRODUCT TEMPORARY MANAGER CALL**

The project is co-funded by the ENI CBC MED Programme, which promotes co-development between European and non-European Mediterranean countries. Therefore - despite being a development cooperation intervention - it allows to pursue positive impacts also for European territories.

The call for the Product Temporary Manager (PTM) is intended to cover the services in all the regions where the project is focused in Lebanon. In general, the PTM will provide support to selected enterprises by delivering clear guidelines in order to support their business activities, as well as, other MSMEs in the small-scale fisheries (SSF) sector under the four selected business model:

1. Tourism,
2. Aquaculture,
3. Food sector, and
4. Services to community.

As part of their initial engagement, the PTM/s will conduct an assessment of the various structures available in Lebanon and deliver the necessary justification in writing explaining how the selection criteria was elaborated.

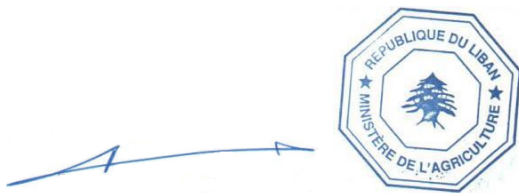
As an outcome of the PTM services, it will elaborate a report where a series of recommendations, under the form of a detailed guide, will highlight what measures can be adopted by each structure to increase their overall marketing potential. Based on the product, or service of interest chosen by the structures<sup>1</sup>, the Temporary Manager/s will produce a report to be delivered back to them at the end of their services.

Final reports must be delivered to *Ministry of Agriculture* no later than 28<sup>th</sup> of February 2023.

### **Further instructions**

Details of how to apply and for this tender can be found in Annex 1 and Annex 2.

Chadi Mohanna



Ministry of Agriculture – Legal representative

Beirut, Lebanon

15/11/2022

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<sup>1</sup> business type i.e. *tourism, food sector, aquaculture, service to community*

## **ANNEX 1: SIMPLIFIED TENDER DOSSIERS FOR THE PROVISION OF A PRODUCT TEMPORARY MANAGER (SERVICE)**

Name and address of the contracting authority: *Ministry of Agriculture*

Contact person: *Salam Jabbour*

Title of the tender: **PRODUCT TEMPORARY MANAGER – ENI CBC MED**

Reference number: 33/1310

### **PART A: INFORMATION FOR THE TENDERER**

#### **1. Information on submission of tenders**

Subject of the contract:

The subject of this tender is:

- Provision of **services**, as indicated in the technical information in point 2 of this section

Deadline for submission of the tenders:

The deadline for submission of tenders is **5, December, 2022 until 12:00h**. Any tender received after this deadline will be automatically rejected.

Address and means of submission of the tenders:

The tenderers will submit their tenders using the **standard submission form available in Part B of this tender dossier**. The tender will be submitting 1 (one) original. In case of e-mail submission, the tenderer may provide a scanned original. Any tenders not using the prescribed form shall be rejected by the contracting authority.

**If delivery by post or courier**, the tenders will be submitted in two separate envelopes:

- **envelope one** for the tenderer's information, the tenderer's statement and the technical offer (including Methodology, and CV of proposed Expert(s) and
- **envelope two** for the financial information.



An envelope including both envelopes will contain the following information at the external part:

Name and address of the contracting authority

Contact person

Title of the tender

Reference number

Name and address of the tenderer

## **2. TECHNICAL INFORMATION**

The tenderers are required to provide services as indicated below. In the technical offer, the tenderers will indicate more details on the deliveries, referring back to the table below. More specifically the Product Temporary Manager will carry out:

- Selection of 5 structures from available in Lebanon and provide explanation for their selection,
- Conduct site visits of the selected structures and carry out detailed analysis, evaluating their strength, weaknesses, opportunities, and threats for the intended product/service they wish to focus on,
- Deliver a progress report (synopsis) of the findings once all 5 structures have been assessed,
- Present a final report with clear sections<sup>2</sup> per each structure and tend to corrections when and if necessary,
- Collect signature on acceptance of final report by each structure

## **3. FINANCIAL INFORMATION**

The maximum available value of the contract is 9000 eoros (*All taxes included*)

## **4. ADDITIONAL INFORMATION**

The selection criteria are:

- **Economic and financial capacity of candidate.**

The award criterion is:

Best value for money, weighing 80% technical quality and 20% price.

- The Technical quality will be assessed as follows:

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<sup>2</sup> Refer to section *Structure of the report* pg. 4



- Expert or Company experience (40 points)
  - No. of similar consultancies carried out,
  - Provide examples of consultancies with a positive financial outcome,
  - Previous experience with European projects if available
- Other qualifications (30 Points)
  - Academic background
  - Portfolio of projects previously worked on
- Methodology framework on how the works will be carried out (30 Points)

The successful and unsuccessful tenderers will be informed of the results of the evaluation procedure in written.

The estimated time of response to the tenderers is 7 working days from the deadline for submission of the tenders.

## 5. FORMAT OF CONTRACT

**CONTRACT TITLE:** FISH MED NET – WP3 A.343 PRODUCT TEMPORARY MANAGER

**REFERENCE:** XXX -insert the contract number in as a progressive sequential number

Agreed between:

INSERT ORGANIZATION

STREET NAME AND NUMBER

POSTAL CODE, CITY

COUNTRY

Represented by: Director's Full name

AND

<Name of the contractor>

<Address of the contractor>

Represented by: <name of legal representative><position>

## Article 1: Subject of the contract

The subject of the contract are the services as indicated in the contractor's offer.

## Article 2: Contract value

The total contract value for implementation of services of works indicated in the Article 1 is: 9000 euros (in case of fee-based service contracts, indicate a maximum amount and a breakdown of daily fees, number of days and maximum amount of incidental expenditure)

The contractor will issue payments based on 4 instalments based on the total value of the contract, broken down as follows:

- 30% of contract amount
  - o Upon signing the contract.
- 30% of contract amount
  - o Upon completion of the assessment of 10 MSMEs. By completion it is expected the delivery of preliminary findings of all 10 structures under the form of a short synopsis (bullet form and/or table format). The synopsis will report the infrastructures visited, how they are constituted (personnel/staff involved), age structure, the diversification activities already engaged with and any other important socioeconomical details that are relevant for the analysis and delivery of the final report. The synopsis will also identify any potential shortcomings the MSME presents.
- 20% of contract amount
  - o Upon delivery all reports.
- 20% of contract value
  - o Once all reports have been amended (if needed), agreed and signed by each structure.

## Article 3: Contracting documents

The documents which form the part of this contract are (by the order of precedence):

- Contract agreement
- Contractor's offer as provided in the tendering phase (see documents in "Part B: Format of offer to be provided by the tenderer")
- Any other supporting documentation if applicable (in case of request for registration of company, compliance with tax obligations or other documentation)



#### Article 4: Deliveries and payments

The contractor will deliver without reservation the services indicated in the contractor's offer. The deliveries will be implemented within the indicated dates.

The contracting authority will pay to the contractor the services in the amount indicated in the Article 2 of this contract document. The payments will be issued by the following time schedule.

Instalment		Euro
1	Initial pre-financing payment	(30% of <b>TOT. BUDGET</b> )
2	Interim payment	(30% of <b>TOT. BUDGET</b> )
3	Interim payment	(20% of <b>TOT. BUDGET</b> )
3	Interim payment	(20% of <b>TOT. BUDGET</b> )
<b>Total</b>		<b>100% TOT. BUDGET</b>

The contractor will provide contracting authority with the report on execution of the services.

#### Article 5: Duration of the contract

The duration of the contract is 3 months.

#### Article 6: Cancellation of the contract

The contract can be suspended by the Contractor if the contracting authority does not fulfil payment and other obligations.

The contract can be terminated by the contracting authority due to one of the following reasons:

- The Contractor is in serious breach of the contract, failing to meet contractual obligations
- The Contractor is bankrupted or being wound up, is having its affairs administrated by courts, has entered into arrangements with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situations arising from a similar situation provided for in national legislation or regulations.



(INSERT LOGO HERE)



### **Article 7: Resolving of disputes**

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of (specify responsible court or arbiter body in accordance with the national legislation of the state of the contracting authority).

For the Contractor

Name:

Position:

Signature:

Date:

For the contracting authority

Name: *Chadi Mohanna*

Role: Legal representative

Signature:

Date :

## PART B: FORMAT OF OFFER TO BE PROVIDED BY THE TENDERER

### 1. TENDERER'S INFORMATION

#### Offer submitted by:

Name of legal entity or entities submitting the tender	
Address	
Legal registration number	

#### Contact person:

Name	
Telephone	
e-mail address	

### 2. TENDERER'S STATEMENT

I undersigned hereby confirm that the services offered in this tender are in full conformity with the specifications submitted to us by the contracting authority. The detailed description of the offered services/supplies/works is provided in the technical offer.

In addition, I confirm that our entity is fully eligible for providing services under a contract financed by the EU and it is not in any of the situations that would mean an exclusion from a tender.

Finally, I declare to have no conflict of interest with any other concerned party in the tender procedure at the moment of submitting this tender.

### 3. TECHNICAL OFFER

Please provide details on the offered services by using the standard tables below and by adding any other relevant information and/or documentation.

No.	Title of item	Description of services offered	Proposed timeframe	Proposed inputs
1				
n				

Please add a short methodology (Max 2 pages) with any further technical details on the proposed service.

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#### **4. FINANCIAL OFFER**

The total price for the offered services is <XX.XXX,XX><EUR>. This price does not include VAT.

The total cost including VAT is <XX.XXX,XX><EUR>.

The offered price includes the execution/delivery of the items described in the technical offer, as well as all the related incidental costs, such as transport, logistics, etc., when required.

Please include a detailed breakdown, in accordance with the items in the technical offer. For fee-based service contracts, include the number of expert days and the daily fees, as well as the breakdown of the incidental costs.

Name	
Signature	
Date	

## **ANNEX 2: DECLARATION ON HONOUR**

### **DECLARATION ON HONOUR ON EXCLUSION CRITERIA AND SELECTION CRITERIA**

The undersigned [*insert name of the signatory of this form*], representing:

(only for natural persons) himself or herself	(only for legal persons) the following legal person:
ID or passport number:  ('the person')	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:  ('the person')

#### I – SITUATION OF EXCLUSION CONCERNING THE PERSON

declares that the above-mentioned person is in one of the following situations:	YES	NO
it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		

(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as defined in Article 14 of the General Conditions of the Financing Agreement for ENI CBC between <Lebanon> and the European Commission in the legal provisions of <Lebanon >;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or other financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget or by the public budget of <Lebanon >, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks,	<input type="checkbox"/>	<input type="checkbox"/>

audits or investigations by the national competent authorities, the Delegation of the European Union in < Lebanon >, any Managing Authority of ENPI CBC or ENI CBC, Audit Authorities of ENI CBC, the European Commission, OLAF or the European Court of Auditors;		
it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant accepts to be subject to:  facts established in the context of audits or investigations carried out by the European Court of Auditors, OLAF, or any other check, audit or control performed under the responsibility of an authorising officer of the European Commission, Managing Authority or Audit Authority, the competent national authorities or any other competent body;  non-final administrative decisions, which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;  decisions of the Managing Authority, the National Authority (identified in the Financing Agreement for ENI CBC programmes between the European Commission and < Lebanon >) or the European Commission relating to the infringement of the competition rules stipulated in the Association Agreement between the European Union and < Lebanon > and the Framework Agreement between the European Union and Belarus or of a national competent authority relating to the infringement of national competition law; or  decisions of exclusion by an authorising officer of the contracting authority.	<input type="checkbox"/>	<input type="checkbox"/>

II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>



Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>

### III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>

### IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

declares that the above-mentioned person:	YES	NO
has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

### V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

### VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the Contracting Authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents

must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

#### VII – SELECTION CRITERIA

declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO
It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section <i>[insert]</i> of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
It fulfils the applicable economic and financial criteria indicated in section <i>[insert]</i> of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
It fulfils the applicable technical and professional criteria indicated in section <i>[insert]</i> of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>

*The contracting authority must adapt the table above to the criteria indicated in the tender specifications (i.e. insert extra rows for each criterion or delete irrelevant rows).*

if the above-mentioned person is the sole tenderer or the leader in case of joint tender, declares that:	YES	NO
the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the	<input type="checkbox"/>	<input type="checkbox"/>

selection criteria for which a consolidated assessment will be made as provided in the tender specifications.		
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#### VII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

*The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.*

Full name    Date    Signature