



## MINISTRY OF AGRICULTURE -LEBANON

### LETTER OF INVITATION TO TENDER

Beirut 23<sup>rd</sup> of September, 2021

Our ref.: tender n. 1239 /7

Dear Sirs,

**SUBJECT:** Extension of the submission deadline to 29 September 2021 instead of 24 September 2021

In Reference to the INVITATION TO TENDER FOR Public Private Partnership Legal consultant, tender n. 1239 /7, we would like to inform you that, based on several requests, we postponed the submission deadline of the proposals to 29 September 2021 instead of 24 September 2021 To mind you, that the complete tender dossier was shared with you in our previous invitation and included:

#### ***INSTRUCTIONS TO TENDERERS AND PROCUREMENT NOTICE***

#### **Draft Contract Agreement and Special Conditions with annexes:**

- I. General Conditions for service contracts
- II. Terms of Reference
- III. Organisation and Methodology (to be submitted by the tenderer using the template provided)
- IV. Budget (to be submitted by the tenderer as the Financial offer using the template provided)
- V. Forms and other supporting documents

#### **The Consultants are requested to submit:**

- **One Original and 4 (four) copies of the Technical Proposal; and**
- **One Electronic copy of the Technical Proposal on a CD or a USB stick; and**
- **One Original copy of the Financial Proposal,**

**No later than 29 of September 2021 at 12:00 PM (Beirut time) to the following address:**

*Ministry of Agriculture - Beirut, Lebanon*

*Pascale Milan Tel: +9611 849621 Mobile: +9613435495*

*Email: pmilan@agriculture.gov.lb pascalefmilan@gmail.com*

**Please note electronic submission of proposals via electronic mail is not acceptable.**

Yours sincerely,

**Dr Chadi Mohanna**



**Project Coordinator**

# PROCUREMENT NOTICE

## Provision of services including Public Private Partnership Legal consultant

Beirut, Lebanon

### 1. Publication reference

Tender n. 1239 /7

### 2. Procedure

3. Competitive negotiated procedure

### 4. Programme

ENI CBC– FISHMEDNET project

### 5. Financing

Financing agreement

### 6. Contracting authority

The beneficiary : Ministry of Agriculture

## CONTRACT SPECIFICATIONS

### 7. Description of the contract

Provision of **Public Private Partnership Legal consultant**

### Number and titles of lots

The tender is composed by one lot

## TERMS OF PARTICIPATION

### 8. Eligibility and rules of origin

Participation is open to all legal persons [participating either individually or in a grouping (consortium) of tenderers] which are established in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme under which the contract is financed (see item 22 below).

All goods supplied under this contract must originate in one or more of these countries. Participation is also open to international organisations.

Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.



## 9. Grounds for exclusion

Tenderers must submit a signed declaration, included in the Tender Form for a Supply Contract, to the effect that they are not in any of the situations listed in point 2.3.3 of the *Practical Guide to contracts procedures for EU external actions*.

## 10. Number of tenders

Tenderers may submit only one tender. Tenders for parts of a lot will not be considered.

## 11. Tender guarantee

N/A

## 12. Information meeting and/or site visit

No information meeting is planned.

## 13. Tender validity

Tenders must remain valid for a period of 90 days after the deadline for submission of tenders.

## SELECTION AND AWARD CRITERIA

### 14. Selection criteria

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole:

- 1) Economic and financial capacity of tenderer (based on i.e. item 3 of the Tender Form for a Supply Contract).  
In case of tenderer being a public body, equivalent information should be provided.
  - a) the average annual turnover of the tenderer must exceed the annualised maximum budget of the contract
  - b) the averages of cash and cash equivalents at the beginning and end of year are positive
- 2) Professional capacity of tenderer (based on i.e. items 4 and 5 of the Tender Form for a Supply Contract) has an official license proving that it is an official recognised dealer of the represented firm

## TENDERING

### 15. How to obtain the tender dossier

The tender dossier is available at the Ministry of Agriculture, Bir Hassan, Embassies Street, Beirut, Lebanon.

### Deadline for submission of tenders

29 of September 2021

Any tender received after this deadline will not be considered.

### 16. Tender opening session

30 of September 2021, Ministry of Agriculture Bir Hassan

### 17. Language of the procedure

All written communications for this tender procedure and contract must

### 18. Legal basis

ENI CBC Regulations



## **REQUEST FOR PROPOSAL.**

### **Public Private Partnership Legal consultant**

Fishery Mediterranean Network

Geographic coverage: France, Italy, Palestine, Tunisia, Lebanon

#### **BACKGROUND**

ENI CBC MED Programme- FISH MED NET, the Public-Private-Partnerships implementation working package (WP4) aim at facilitating the creation of Public Private Partnerships PPP. For this reason, a country tailored PPP package will be elaborated using best practices and good examples of PPP that will be shared with MPCs.

To this scope, each WP4 F.P will conduct an in-depth mapping of the good experiences existing of PPPs in the sector, the needs of the public sector, the constraints and opportunities present at country level.

The analysis will be the basis for organizing thematic round tables for matching public administrations and fishermen for discussing the potential terms of the PPPs, constraints and opportunities.

The public and private practitioners will be offered tools for facilitating their work in the implementation of PPPs (standards agreements and tailored trainings).

Business Alliances for fishery diversification working package (WP3), will be addressed to offer to the fishery MSMEs active in those services the opportunity to gather into Mediterranean Business Alliances that will be built around 4 modeled product/services.

Those Business Alliances will provide to members a common Business Model, the related training and technical assistance, a higher consumers/users' awareness thanks to common labels linked to standards, and finally an opportunity for offering their product/service to potential consumers/users/business partners thanks to the participation to the most relevant international fairs of the sector and the development of a common e-commerce platform.

All fishermen will benefit from the opportunity to join the Mediterranean Networks put in place over some standard diversification services.

At the wider level, the coastal communities depending by the fishery sector economy, will benefit from the inclusive economic growth generated by the Networks and by the services offered on the market.

#### **SCOPE OF WORK OF THE CONSULTANT**

The terms of reference below describe the scope of work of the Consultant who will be the lead advisor on this Project and should collaborate with the financial advisor and assist the **Ministry of Agriculture** in the relevant strategic and legal aspects of the Project.

The anticipated scope of work of the Consultant is to perform the following tasks (the "Scope of Work"):

Regarding WP3 the consultant is needed for guiding on the legal aspects in the WP3 and helping in defining the business agreement and in the support of the single enterprises through the counselling desks.

Regarding the WP4, the consultant will develop a set of standards packages for PPP agreements and tools for PA officers (Standard Contracts, procedures), in accordance with to the national context and legislation, the typologies of

potential PPP agreements with the PA strongly change from Country to Country. In many cases, the officers of the PA could face constraints due to the need for ensuring the compliancy with national and local norms, or the absence of previous experiences of similar typologies of agreements.

## **I. Technical Due Diligence**

The consultant will elaborate and put at disposal of Public Authorities and private stakeholders some standard formats and procedures for the PPPs. 5 PPP Packages (procedures + formats) will be produced taking into consideration the needs of PAs, constraints and opportunities that resulted from the round table, considering as well the knowledge/interest level at the private sector level

Define and elaborate a standard packages for PPPs comply with the national legal frame work in the different country partners,

- Review, validate and /or amend and expand the project legal feasibility; and the investment requirements
- Develop the draft project agreements and any other documents;
- Assist the WP4 team in different country partners, when needed, to tackle national legislation issues.
- Assist in developing training materials on PPP, explaining selected PPP schemes and their procedures
- Support WP3 with the following tasks:
  1. Guiding the WP3 on the legal aspects
  2. Help in preparing the terms and conditions of the e-platform.
  3. ensure the compliance of the business models activities with the Lebanese laws.
  4. Helping in defining the business agreement and in the support of the single enterprises through the counselling desks.
  5. Examine potential service delivery models for the different services.
  6. Prepare and present initial investor material for outreach to
    - Financial investors
    - Multilateral companies
    -
- Assist, as needed, in the decisions and/or actions to be taken by the **Ministry of Agriculture** about the supporting legal measures that need to be adopted to support the grant holder project.

## **INDICATIVE TIMETABLE**

It is expected that All Deliverables will be completed in approximately 3 months.

Noting that term of payment will be as follow:

30% at the delivery of the first progress report,

50% at the presentation of the Final report,

20% after clearance from legal representative of the project at MOA

## **TECHNICAL AND FINANCIAL PROPOSALS**

The Consultancy firm and/or the consultant is required to submit a Technical Proposal and a Financial Proposal for the described advisory services within two weeks from the official release of the tender ad in the newspapers.

### ***The Technical Proposal***

The Technical Proposal shall include – but not be limited to:

- The consultant/firm's overall qualifications and experience, not less than 5 years, in providing similar advisory services including successful track record for minimum 3 similar projects (PPP or BOT consultancies) and ability to deliver on the required scope of work.
- The curricula vitae of the proposed professional staff including the proposed team leader committed to the assignment (including of any joint bidder or subcontractor), with a particular attention to similar assignments undertaken recently.
- Three references for the proposed team leader and a minimum of 15 years of experience in managing similar assignments.

Subject to confidentiality requirements, you are permitted to associate with individual consultant(s) and/or other consultants or other entities in one or more joint venture or sub-consultancy arrangements, as appropriate, so as to obtain the full range of expertise required to complete the Scope of Work; provided that as between the Ministry of Agriculture and your firm, your firm shall be primarily liable for completion of the Scope of Work. You shall ensure that all such consultants or entities are subject to confidentiality restrictions no less strict than those imposed by us upon you, and shall be liable for any breach of confidentiality on the part of such consultants or entities.

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

### ***The Financial Proposal***

The Financial Proposal should indicate a breakdown of your proposed fees and expenses, in including retainer fees denominated in Euro inclusive of all costs and local taxes, duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants (if any) and their personnel. For the avoidance of doubt, these should include remuneration for staff, per diem, transportation, service and equipment, insurance, printing of documents, surveys and translation (if any) and expenses. In that respect, the consultants must familiarize themselves with local conditions and take them into account while preparing their proposals.

The Technical Proposal and the Financial Proposal must each be valid for three months after the submission date.

### **SUBMISSION OF PROPOSALS**

The Consultants are requested to submit:

- One Original and 4 (four) copies of the Technical Proposal; and
- One Electronic copy of the Technical Proposal on a CD or a USB stick; and
- One Original copy of the Financial Proposal,

no later than 29 of September 2021 **at 12:00 PM (Beirut time)** to the following address:

*Ministry of Agriculture - Beirut, Lebanon*

*Pascale Milan Tel: +9611 849621 Mobile: +9613435495*

*Email: [pmilan@agriculture.gov.lb](mailto:pmilan@agriculture.gov.lb)*

*[pascalefmilan@gmail.com](mailto:pascalefmilan@gmail.com)*

Please note electronic submission of proposals via electronic mail is **not** acceptable.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL".

The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate.

An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.

The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. The Ministry of Agriculture shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

#### **SERVICES AGREEMENT**

If you are selected by the Ministry of Agriculture as the Consultant, you will be required to enter into a standard form of service contract, a copy of which is attached to this RFP. You are permitted to provide in your Proposal comments to the form of services agreement, however we note that comments are discouraged and any material comments to substantive provisions of the form of services agreement will be negative reflected in the evaluation of the Proposal. Such comments should be provided in a marked version of the form of services agreement, and contained in the Technical Proposal.

#### **REQUEST OF CLARIFICATIONS**

The Consultants may request a clarification relating to this RFP up to 5 (five) days before the proposal submission deadline. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Ministry of Agriculture address shown below in the paragraph "Submission of Proposals". The Ministry of Agriculture will respond by electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants.

Should the Ministry of Agriculture deem it necessary to amend the RFP as a result of a clarification, it shall do so by issuing an addendum in writing or by standard electronic means. The Addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments.

#### **EVALUATION OF PROPOSALS**

The proposals will be evaluated under quality and cost based selection (QCBS) scheme. The evaluation of the Technical Proposals will be expedited and the public session for opening the Financial Proposal is expected to take place 29<sup>th</sup> of September 2021.

##### ***Technical Score***

The Technical Proposals will be evaluated on the basis of their responsiveness to the RFP and in terms of the experience of the firm and the proposed professional staff with particular attention to similar assignments.

Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score of 70% (including by reason of any deductions due to comments to the form of services agreement).

##### ***Financial Score***

The lowest Financial Proposal (Fmin) will be given a financial score (Sf) of 100 points.

The financial scores (Sf) of the other Financial Proposals will be computed using the following formula:

$S_f = 100 \times F_{min}/F$ , in which  $S_f$  is the financial score,  $F_{min}$  is the lowest price and  $F$  the price of the proposal under consideration.

### ***Final Score***

Using the weights indicated below ( $T$  = the weight given to the Technical Proposal;

$P$ = the weight given to the Financial Proposal), responsive proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores:

$$S = (S_t * T) + (S_f * P)$$

### ***Weights***

The weights given to the Technical and Financial Proposals are:

$$T = 0.7$$

$$P = 0.3$$

$$(T + P = 1)$$

The Client has full discretion to accept or reject any proposal for any reason, terminate the process or take any other action with respect to the described transaction, the process of appointing the Consultant or any other related matter, without any liability to any party, including the recipients of this letter.

The Client shall have the sole and exclusive right to select the successful bidders, to discontinue the bidding process and to take any other action, all as it determines to be in its best interests and without regard to the Consultant's



## **ANNEX III: ORGANISATION & METHODOLOGY**

### **To be completed by the tenderer**

Please provide the following information:

#### **Rationale**

- Any comments you have on the Terms of Reference for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Your opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract.

#### **Strategy**

- An outline of the approach proposed for contract implementation.
- A list of the proposed tasks you consider necessary to achieve the contract objectives.
- Inputs and outputs.

#### **Backstopping**

- A description of the support facilities (back-stopping) that the contractor will provide to the team of experts during execution of the contract. The back-up function will be assessed in the evaluation and should be carefully explained in the organisation and methodology, including the list of staff, units, capacity of permanent staff regularly intervening as experts on similar projects, provision of expertise in the region/country or origin as well as partner countries, organisational structure, etc. which are supposed to ensure that function, as well as the available quality systems and knowledge capitalisation methods and tools, within the respective members of the consortium.
- A description of any subcontracting arrangements with a clear indication of the tasks that will be entrusted to subcontractors and a statement by the tenderer guaranteeing the eligibility of subcontractors.

#### **involvement of all members of the consortium**

- If a tender is submitted by a consortium, a description of the input from each member of the consortium and the distribution and interaction of tasks and responsibilities between them. Furthermore, the involvement of all members of the consortium will be considered added value in the tender evaluation. If the tender is submitted by a single company, the total of available points for this part in the evaluation grid will be allocated.

#### **Timetable of work**

- The timing, sequence and duration of the proposed tasks, taking into account travel time.
- The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of Reference.

- The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.

## Log frame

A logical framework reflecting the considerations described in items 1 – 3 (see the Project Cycle Management Manual available from the PCM Home page:

[http://ec.europa.eu/europeaid/aid-delivery-methods-project-cycle-management-guidelines-vol-1\\_en](http://ec.europa.eu/europeaid/aid-delivery-methods-project-cycle-management-guidelines-vol-1_en)).



# Template of contract between the Lead Beneficiary / project partner and

## SERVICE CONTRACT FOR

### A\_A.1.2\_0132 FISH MED NET

Financed in the framework of the ENI CBC Mediterranean Sea Basin Programme  
2014-2020

Ministry of Agriculture

<Ministry of Agriculture partner >

< Beirut -Bir Hassan >

[<1421957>],

of the one part,

and

<Full official name of the Contractor>

[<Official registration number>]

<Full official address>

[<VAT number>],

of the other part,

have agreed as follows:

#### Article 1. Subject

1.1 The subject of this Contract is **Public Private Partnership Legal consultant**

1.2 The EXPERT shall execute the tasks assigned to him in accordance with the procedures and templates annexed to this Contract or any update issued by the Ministry of Agriculture

#### Article 2. Contract value

This Contract, established in [Euro], is a global price contract. The contract value is [Euro] <national currency> <amount>.

**Article 3. Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Technical Specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation];
- the budget breakdown (Annex IV);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

**Article 4. Language of the contract**

The language of the contract and of all written communications, including reports, between the Auditor and the Beneficiary shall be English

**Article 5. Communications**

<Indicate here the contact persons, addresses of the Parties, their other contact details, the documents to provide and the procedure to be used by the Parties for communication.>

**Article 6. Implementation of the tasks and delays**

- 6.1 [The start date for implementation shall be <date/date of signature of the contract by both parties>]
- 6.2 The ..... reports shall be delivered to the Lead Beneficiary / project partner within <30> calendar days ..... and in any case ensuring that the deadlines for reporting according to the Grant Contract are met.

**Article 7. Responsibilities**

- 7.1 the Ministry of Agriculture is responsible for providing .....
- 7.2 The EXPERT is responsible for performing the agreed-upon procedures described in Annex I with due care, as well as submitting the reports to the Ministry of Agriculture

**Article 8. Reports**

- 8.1 The Expert shall submit .....

8.2 .....

**Article 9. Approval of the reports**

9.1 The reports shall be revised by the .....

9.2 the Expert will receive a request for clarification via the Ministry of Agriculture, which will be answered in a maximum of 7 calendar days.

**Article 10. Payment**

Payments shall be made in accordance with the following options:

<b>Report</b>	<b>[EUR] [&lt;ISO code of national currency&gt;]</b>
<b>1</b>	<30% of the contract value>
<b>Final report</b>	<50% of the contract value>
<b>Final clarification</b>	<20 % of the contract value>
	<Total contract value>

**Article 11. Settlement of disputes and applicable law**

11.1 Any disputes arising out of or relating to this Contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of location of the Lead Beneficiary / project partner.

11.2 This contract shall be governed by the law of the country of the Lead Beneficiary / project partner.

**Article 12. Data Protection**

12.1 Any personal data included in the contract shall be processed with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR - General Data Protection Regulation) on the protection of individuals with regard to the processing of personal data. The data shall be processed solely for the purposes of the performance, management and monitoring of the contract by the Lead Beneficiary / project partner without prejudice to possible transmission to the bodies charged with monitoring or inspection in application of EU law.

**Article 13. Further additional clauses**

<Add other relevant clauses.>

Done in English (or French) in two originals, on the <dd Month yyyy>

**For the Contractor**

Name:

Title:

Signature:

Date:

**For the Lead Beneficiary / project partner**

Name:

Title:

Signature:

Date:

