

# Instruction and Conditions for Invitation to Tender

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**Tender Reference:** Agricultural Engineer (TND-LOG-2023-2105-LY-S)

**Contracting Authority:** arcenciel, Jisr El Bacha, John Kennedy Street

Tenderer / Bidder: Person, Firm or Company/Co-operative / Consortium submitting

a tender/ bid against this "Instruction and Conditions for Invitation to

Tender"

## 1. Services to be provided

- 1.1 The subject of the tender is to contract a service provider specialized in agricultural business development to create linkages between farmers and producers through the development of Contract Farming Agreements.
- 1.2 The services must comply fully with the technical specifications set out in the tender dossier and conform in all respects with the specifications mentioned in the Terms of Reference (Annex 02)

## 2. Time Table

	Date	Time
Deadline for sending the submission form	17-FEB-2023	15:00
Deadline for requesting clarifications from the Contracting Authority	20-FEB-2023	15:00
Last date on which clarifications are issued by the Contracting Authority	22-FEB-2023	15:00
Deadline for submission of tenders	27-FEB-2023	15:00
Tenders opening session*	01-MAR-2023	
Notification of award to the successful tenderer *	08-MAR-2023	
Signature of the contract *	10-MAR-2023	
Start of service	13-MAR-2023	
End of service	31-OCT-2023	

All times are in the time zone of the country of the Contracting Authority provisional date \*Dates may be subject to change

## 3. Eligibility for Participation

- 3.1 Local tenderers shall be a Person, Firm or Company/Co-operative / Consortium
- 3.2 International tenderers shall have
  - applicable tax registrations supported by documentary evidence;
  - a valid bank account to receive the payments through it.

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## 4. Type of Contract

Fixed-price contract

#### 5. **Currency**

Tenders must be presented in USD

## 6. Period of Validity

- 6.1 Tenderers shall be bound by their tenders for a period of **60 days** from the deadline for the submission of tenders.
- 6.2 In exceptional circumstances and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing for an extension of this period of **30 days**
- 6.3 Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, their participation in the tender procedure will be terminated.
- 6.4 The successful tenderer will be bound by his tender for a further period of **240 days** following receipt of the notification that he has been selected.

## 7. Language of Tenders

The tenders, all correspondence, and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

#### 8. Submission of Tender Dossier

The Contracting Authority must receive the tenders before the deadline specified in the letter of invitation to tender. They must include all the documents specified in point 9 of these Instructions and be hand-delivered to the following address: arcenciel, Jisr El Bacha, John Kennedy Street, 1<sup>st</sup> floor.

#### 8.1 Hand-delivered Tender Dossier

Tenders must comply with the following conditions:

- a. All tenders must be submitted in one original, marked 'original'
- b. All tenders must be received at arcenciel, Jisr El Bacha, John Kennedy Street before the deadline: 27-FEB-2023 at 15:00, by registered letter with acknowledgment of hand-delivered against receipt signed by procurement officer or its representative.
- c. All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
  - the above address:
  - the reference code of this tender procedure (TND-LOG-2023-2105-LY-S)
  - the words 'Not to be opened before the tender opening session' in the language of the tender dossier.
  - the name of the tenderer.
- d. The main sealed envelope must contain 3 separate envelopes:

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- First Envelopes inclosing the Administrative and Identification documents as required
- Second Envelopes inclosing the Technical Specifications and documents as required
- Third Envelopes inclosing the financial offer

## 9. Content of Tenders

Failure to fulfill the below requirements will constitute an irregularity and may result in the rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise: one sealed envelope containing 3 sealed envelopes as follows:

*N.B. Tenderers are requested to follow this order of presentation.* 

## **First Envelope: Administrative and Identification Documents**

All required documents for the administrative compliance

- 1. Annex 05 Commitment letter: Please fill the document with the required information, sign and stamp.
- 2. Annex 06 Financial Identification Form: Please fill in your information, sign and stamp.
- 3. The personal identity of the consultant
- 4. Company or Individual official registration certificate obtained from the relevant national government authority or from the local or international Chamber of Commerce and/or Chamber of Industry (شهادة تسجيل شركة او مهنة)
- 5. Duly authorized signature (for companies): an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorized to do so (إذاعة تجارية)

## **Second Envelope: Technical offer**

- 1. Technical Proposal, including work plan, timeline, proposal date, number of personnel and methodology
- 2. List consisting Names of Personnel for this Market Survey with resume of each personnel (indicating qualifications, certifications and work experiences)
- 3. Company's Profile Form or freelancer profile form
- 4. Past Experience / Survey / Study similar work with References / Recommendations
- 5. Letters from customers (at least three) and a sample of past survey
- 6. Company's Personnel list and Personnel Structure / Organization Chart, if applicable
- 7. Property and Facility and company's financial report, if applicable



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## **Third Envelope:** Financial offer

1. Financial offer according to the TOR.

## 10. Additional information before the deadline for submission of tenders

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address <a href="mailto:Procurement@arcenciel.org">Procurement@arcenciel.org</a> up to 7 days before the deadline for submission of tenders, specifying the tender reference and the contract.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority during the tender period may be excluded from the tender procedure.

#### 11. Alteration or withdrawal of tenders

- 11.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 11.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 9. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 11.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

#### 12. Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

#### 13. Ownership of tenders

The Contracting Authority might retain ownership of all tenders received under this tender procedure. Therefore, the contracting authority shall notify tenderers accordingly upon reception of the tendering documents.

## 14. Opening of Tenders

14.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

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- 14.2 The tenders will be opened on **01-MAR-2023** at arcenciel, Jisr El Bacha by the committee appointed for the purpose and then be evaluated by referring to the evaluation form which will be available upon request.
- 14.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, tender guarantee (if required), and such other information as the Contracting Authority may consider appropriate may be announced.
- 14.4 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation, and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 14.5 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for the late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## 15. Evaluation of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures, and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

#### a- Administrative Evaluation

For each required document missing, we will deduct 1 point from the evaluation. In case the company registration is not submitted the candidate offer will not be considered.

#### b- Technical Evaluation

	Technical criteria	sub-criteria	Maximum Score
1	Overall response	General understanding of "terms of reference" and completeness of response	5
2	_	Overall concord between RFP requirements of proposal	10
3		Approach by the company or consultant	10
4	Methodology	Quality of proposal: planning and scheduling for conducting the market survey  (Please include a timeline for each deliverable))	15

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		Company's capacity:	
5		<ul> <li>Range and depth of experience in similar contracts</li> </ul>	10
	Company and personal key	Financial capacity	
6		Client references	5
7		Key personnel assigned to this market survey: number of personnel and their relevant experience and qualification	15
	Total Score		

#### c- Financial Evaluation

	Criteria	Maximum Score
1	Financial Offer	30
	Total Score	

## 16. Award criteria

The compliant tender that scores the highest score will be chosen

## 17. Signature of the contract

- 17.1 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.
- 17.2 By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.
- 17.3 Within 3 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Service Provider and the contract will enter into force.



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17.4 If it fails to sign and return the contract and any financial guarantee required within 3 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be canceled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

## 18. Cancellation of the tender procedure

If a tender procedure is canceled, tenderers will be notified by the Contracting Authority. If the tender procedure is canceled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been substantial errors, irregularities, or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency, and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the program or project announced.

## 19. Withdrawal / Modification of Offers

Requests to withdraw an Offer shall not be honored. If the selected Tenderer withdraws its Offer, arcenciel shall duly register the said Offer and shall evaluate it alongside all other received Offers. If the selected Tenderer has furnished Bid security, arcenciel shall withhold such Bid security until the issue has been resolved.

Withdrawal of an Offer may result in your suspension or removal from arcenciel suppliers List.

A Tenderer may modify its Offer prior to the Invitation to Tender closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Offer number. No modification shall be allowed after the Invitation to Bid closure.

## 20. Later Offers

All Offers received after the Invitation to Tender closure will be rejected.

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## 21. **General Terms and Conditions:**

All Tenderers shall acknowledge that the arcenciel General Terms and Conditions for Service Contracts, as applicable, are accepted.

## 22. Queries about this Tender

For queries on this Invitation to Tender, please contact arcenciel, Procurement Contact on Procurement@arcenciel.org

Specifications and pictures should be clear enough to give equal opportunities to all tenderers to provide proper offers. Should a tenderer ask a question, this is only eligible in writing and the reply will be sent transparently and at the same time to all interested tenderers.

All questions regarding this Invitation to Tender shall be submitted in writing to the above. On the subject line, please indicate the Tender reference number. Offers shall not be sent to the above email.



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Mitigate the impact of food insecurity in local communities by strengthening the capacities of local producers

WHH-AGR-2023

January 2023



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## arcenciel Overview

arcenciel was created in 1984, authorized in 1985 by the Lebanese Ministry of Interior, and recognized as a public utility in November 1995 (presidential decree n° 7541). arcenciel is an apolitical, non-confessional, and independent organization that works with and for all people in difficulty without discrimination of age, gender, religion, culture or nationality. Created during the Lebanese civil war to assist disabled persons, arcenciel has become one of the first technical aid producers in Lebanon, rehabilitating spaces for disabled persons, and developing a national program for better accessibility for them; which was later passed as a law in June 2000. Drawing on its success, arcenciel broadened its mission to "engage in the sustainable development of the society by supporting fragile groups and integrating marginalized people". Since its creation, arcenciel has provided around 37 million services to more than 400,000 beneficiaries. arcenciel also treats 85% of Lebanon's hospital waste and 915 tons of solid wastes a year; and manages the 2 km² Jesuit "Domaine de Taanayel" through which it promotes sustainable agriculture and responsible tourism through its ecotouristic activities.

All activities arcenciel implements have a social and environmental purpose and seek economic viability, all which ensure their sustainability. Our objective is to promote sustainable development through three main axes: Social: care of persons in need, Environmental: the preservation of natural resources and Economic: the cost-efficiency and financial autonomy. arcenciel has always adopted a tripod strategy based of: Community Work: allowing the assessment of community needs, using their available resources; Service-Providing Institutions: across Lebanon offering specialized services and working with and for the beneficiaries; and Public Program: guaranteeing a legal structure and stabilizing the two other pillars.

arcenciel currently runs nine programs: 1- Agriculture, 2-Environment; 3- Mobility, 4-Health; 5- Responsible Tourism, 6- Culture and heritage; 7- Social Support; 8-Youth Empowerment, and 9-Employment, in 11 centers distributed across all Lebanese regions (Greater Beirut, Beqaa, Mount-Lebanon, North, and South Lebanon). Besides these centers, arcenciel has running offices in France and the USA. arcenciel is ISO 9001:2015 certified for management of projects since July 2018.

www.arcenciel.org

## 1. Background Information and Rationale

arcenciel's mission is to "engage in the sustainable development of the society by supporting fragile groups and integrating marginalized people". Since its creation, arcenciel has grown to become a multi-sectors civil organization reaching more than 380,000 beneficiaries while running currently 4 programs: Sustainable Agriculture and Environment (Infectious Healthcare Waste Management; Beirut Blast glass waste management; recycling of main stream waste; various services to improve the agricultural production, competitiveness, and increasing access to markets for local farmers and producers), Mobility and Health (Health operations; distribution of technical assistive devices / medications / oxygen respirators; various paramedical and health services), Social action, Housing & culture heritage (Rehabilitation of units and



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houses following the Beirut Blast; safeguarding of the key features of traditional houses (Baghdadi ceiling, triple arcs), on-the-job trainings), Education & Employment (Desktops and tablets distribution to equip schools and students; psychological support sessions; employment support for PWD and people with difficulties; occupational therapy individual assessment; career coaching sessions; Psycho-social sessions for children through arcenciel social circus).

arcenciel's Agriculture Program was first established in 2000 with two main objectives: increasing the competitiveness of Lebanese agriculture commodities and linking the different stakeholder to good market opportunities.

## 2. Service Description

arcenciel is seeking to contract a service provider specialized in agricultural business development to create linkages between farmers and producers through the development of Contract Farming Agreements specifically. This is to strengthen the linkages between these two market actors and therefore improve access to the quantity of the products needed with the required quality standards. The service provider must have soft skills (communication and negotiation skills) and connections to potential farmers. Number and scale of farmers contracted might vary between the SMEs depending on identified needs. The service provider is requested to set up and close deals between farmers and SMEs whereby the project team will closely follow up with the consultant to evaluate and keep track of the consultancy outcome.

# 3. Objectives and scope of work

- Implement technical training and focus groups to improve farmers and cooperative management skills on best farming practices on wheat.
- Provide continuous technical assistance to farmers and producers to improve production (both, qualitative and quantitative), post-harvesting and processing.
- Organize and conduct workshops, round tables and awareness-raising campaigns to promote strengthening and/or creation of farmers organization in the target locations.
- Follow up the establishment and assist in the proper management of cooperatives' postharvest and food processing lines, services and input supply supported by the project.
- Work on adapting GLOBAL GAP principles for wheat and different crops.
- Promote capacity building and technical skills to competent authorities as designed in the project.
- Lease with buyers, suppliers and processors to conduct a contract farming with farmers in the region by planting the requested crops/varieties and providing technical assistance.
- Establish the linkages between pre-harvest, post-harvest and processing procedures in the value chain based on the processing requirement.
- Guide the development of a capacity building program for farmers and producers in Bekaa and Damour.



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- Mapping potential contract farming opportunities based on the needs (this should include identification of farmers who are willing to create linkage with the selected business through contract farming agreement).
- Planning and development of contract farming plans and operations, all required documents and final agreement which should include but not limited to the following, product quantities and qualities, agreed budgets between both contracted parties and pricing formulas, delivery schedule, farming practices.
- Achieve successful linkage and coordination between both contracted bodies.
- Promote the contract farming approach to farmers as well as to the business owner.
- Facilitate the contract farming sign off with Farmers and follow up the contract administration and execution.
- Develop the contract farming operational framework.
- Lead the overall Contract Farming process and execution.
- Follow-up with the contract arrangement after completion of the first contracted agricultural season.
  - Primary Data-Interviews

The consultant will interview key informants in the areas and relevant communities/geographical areas; these will include mainly women and youth, suppliers, wholesalers, producers, farmers, vendors, consumers and other relevant market and policy actors. The consultant also will conduct at least one focus group discussion in each project village involving individuals who are members of the targeted demographic for project beneficiaries: Lebanese and refugee women and youth.

• Get accurate feedback on trends and developments:

## **Oualitative Research:**

- Director General of Cooperatives
  - Director General of the Ministry of Economy and Trade
  - Head of Association of Lebanese Industrials
  - Relevant professional groups and syndicates representatives
  - UNDP Head of Socio-Economic Division
  - Presidents of the CCIA
  - Head of Import and Export Unit at the Ministry of Economy and Trade
  - Agro food clusters: QOOT (berytech), BIEEL (fair trade)

## Primary Data-Focus Groups:

- Active cooperative representatives
- Retailers
- Local stakeholders involved in the socio-economic development (NGOs, INGOs)
- Small agro-industrials and agribusiness owners



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## 4. Outputs/Deliverables:

- 1) Attend a kick off meeting with arcenciel Project team to agree on communication channels, outreach methodology, schedule, action plan, and tools to be developed and also to assign focal points for coordination during activities implementation from both parties.
- 2) Detailed schedule and methodology of implementation for all activities must be prepared directly after the kick-off meeting and shared with the project team before starting the intervention.
- 3) Conduct on-site first assessment meetings with selected farmers to specify the needs and develop a detailed implementation strategy and action plan that should cover the mentioned activities.
- 4) Development of reports detailing key discussion points/considerations, challenges, steps forward, recommendations, goals achieved, and any other impact resulting from the intervention.
- 5) Ensure regular coordination and follow-up with the farmer sand several actors in the wheat and cereals value chain to make sure the intervention is on the right track as well as with aec project team.
- 6) Include a mitigation plan for any possible delays or changes subject to the country's situation.
- 7) The consultant will interview key informants in the areas and relevant communities/geographical areas; these will include mainly suppliers, wholesalers, producers, farmers, vendors, consumers and other relevant market and policy actors.
- The consultant should deliver services at the buyer's premises and with farmers located mainly in Bekaa governorate and other in Damour.
- The implementation must be a collaborative approach with the buyers where actual business deals with farmers will take place.
- The evaluation methodology won't be limited to closing farming contracts and should include follow-ups prior, during, and after contract closing. Number of follow up visits must be discussed with the business owner and the project team prior to implementation.
- The consultant should support identified students and entrepreneurs in the product development process through coaching



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Deliverable	Description
1	A.Pre-contract farming implementation report The report must include the following:
	1. <u>Pre strategy figures and facts</u> based on the first conducted assessment visit with the farmers and buyers, that are considered as baseline which will lead to the development of implementation strategy. To be reviewed and agreed by aec project team.
	2. Proposed tailored contract farming implementation strategy and action plan detailing approach (for contract farming), timeframe, number of visits, tools and templates to be used for contract farming agreement and projected result of the strategy. The consultant should describe in the report the step-by-step implementation of all activities.
	3. Minutes of meeting of all the visits conducted.
	<u>Proposed timelines for completion of activities are met</u> (as per the agreed action plan) and deliverables submitted on time with acceptable quality and as per the standards described in the TORs.
2	A.Contract farming strategy implementation:
	<ol> <li>Proposed intervention submitted under deliverable 1 and agreed with aec project team fully implemented. Action plan should show that all planned activities are completed.</li> <li>Submission of selected farmers database as per the templates agreed under deliverable 1.</li> </ol>
	<ul> <li>3. Visits meeting minutes and attendance sheets with farmers and buyers.</li> <li>4. Contract farming between business and selected farmers successfully signed.</li> <li>5. Ensure that all the selected farmers are aware and have full understanding of all articles in the agreement.</li> </ul>
3	A.Follow-up visits  1. First visit at the start of the season and after the contract signing 2. Second visit conducted during/at the end of the harvest season 3. Visit 1 and 2 meeting minutes
	Ensure that conditions were respected by both parties as per the signed agreement Ensure that both parties are satisfied with the deal and express their willingness to repeat the deal for next season.
	Repost any challenges and key issues identified during the follow-up visits and/or factors affecting the success of the contract farming agreement (i.e., environmental issues, political and economic issues, etc) and discuss the need of contract amendment (if needed)
	B.Final report



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Final report detailing challenges faced during the strategy implementation and follow-up visits, lessons learnt, identifying achieved goals and objectives, and measuring relevant KPIs along with any strategy set and future recommendations.

## 5. Timeline and Location of the consultancy

- Throughout the project period 13 March 2023 till 31 October 2023
- From Taanayel aec center targeting central and west Bekaa and from Damour aec center targeting south and Chouf.

## 6. Qualifications

- Agricultural Engineer with minimum 10 years of working experience in agriculture, of which at least two in the agrobusiness with knowledge of the dynamics of local and regional markets. Due to the nature of the work, field experience is required.
- Experience in the cooperative sector and other forms of producers' organization
- Knowledge of local market dynamics and experience in marketing
- Excellent written and verbal communication skills in both Arabic and English languages
- Good attitude and experience in working with farmers and their cooperatives, associations of producers, partners and allies

arcenciel will not be responsible for any further expenses incurred by the consultant during the consultancy visits and for any loss and/or damage to him/her.

The consultant (individuals or company) Skills, experience

- Proven capability and experience in conducting similar assessments in the agro-food market
- Should have a clear vision for how to approach the project subjects and be able to build a trust and rapport with the subjects and communities being profiled;
- Experience agriculture industry and regional markets in Lebanon;
- Experience in research methodology;
- Experience in qualitative and quantitative data collection techniques including conducting focus group discussion and key informant interviews



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- Ability to access to data and information sources, including contacts within relevant private sector and NGOs entities;
- Native Arabic speaker;
- Excellent writing and communication skills in Arabic and English;
- Availability and willingness to travel to various areas in Lebanon during weekdays
- Ability to work under strict and demanding timelines.