Term of Reference (TOR)

Good Agriculture Practices scheme in Palestine (Pal GAP scheme)
Assignment: Developing Palestinian Good Agricultural Practice scheme (Pal GAP scheme).
Location: West Bank

1. Background:

We Effect’s current programme “Promoting Socio Economic Development in Palestine 2014-2016” is targeting vulnerable Palestinians mainly in the rural areas of the West Bank and Gaza Strip and in East Jerusalem; female and male leaders, staff of cooperatives, and CBOs/CSOs or partner organizations. The overarching goal of the programme is reduced poverty and injustice in Palestine.

Within We Effect’s Country Programme, Economic and Social Development Center (ESDC) is implementing the project titled “Supporting the Organizational and Production Capacities of Civil Society Organizations” (SOPCSO), the development objective of SOPCSO is “participating civil society organizations are strengthened to address the needs and rights of their members and communities.” ESDC and We Effect have a successful record of enhancing Palestinian farmers and producers’ adoption and certification against Global GAP, Organic, Fair-trade and ISO standards.

The Palestine Standards Institution (PSI), is the leading and independent entity in terms of Standardization, Technical Services & Certification. PSI is cooperating with many different ministries, authorities and the private sector in developing standards & technical regulations. Developing Good Agriculture Practices standards in Palestine (Pal GAP) is currently prioritized by the PSI. Within this context, PSI is seeking cooperation with different relevant actors in order to develop this certification scheme.

Ministry of Agriculture (MoA) is considered the umbrella of the agricultural sector development in Palestine. MoA in close cooperation efforts with several parties provides the main extension support to Palestinian farmers. Farmers across all West Bank and Gaza districts can be reached by MoA extension agents.

On January 21, 2016 a Memorandum of Understanding (MoU) was signed with the objective to establish a framework of cooperation between We Effect, PSI, ESDC and MoA to define their roles in a) developing Good Agriculture Practices scheme in Palestine (Pal GAP scheme) and b) visualization of agricultural product standards application.

2. Objective and Scope of Work

Within this shared initiative, ESDC on behalf of abovementioned parties is soliciting an external consultative team/firm specializing in provision of developing Good Practice Certification scheme, to compile and customize efforts from MoA, PSI regulation and Global good agricultural practices with close cooperation and coordination with reference committee (ESDC, We Effect, PSI, and MoA) to develop Good Agriculture Practices scheme in Palestine.

2.1. Purpose

Recruit a Consultative team/firm to facilitate the development of Good Agriculture Practices scheme in Palestine, with support of relevant stakeholders.
To conduct gap analyses, meet with stakeholders, facilitate workshops, and elaborate framework, structure, operational rules, and defining certification and auditing systems & inspection for Palestinian Good Agricultural Practices. The outputs should be made in full coordination with the Steering Committee (PSI, MoA, We Effect, and ESDC). The desired outputs of this assignment will be delivered within two phases.

2.2. Task Description
To achieve the purpose of this assignment, the consultative team/ firm will be responsible for, but not limited to, the following tasks

**Phase One**

**Inception Phase:**
1. Undertake an in-depth desk review of the Global Good Agricultural Practice (Global GAP standards); specifically undertake an in-depth review analyzing the regulations of Global GAP for the requirements for accreditation of Palestinian Local Gap (Pal Gap scheme)

2. Undertake an in-depth desk review of similar experience in other countries in developing their own local gap schemes that are accredited by Global GAP.

3. Undertake an in-depth desk review of Palestinian Standard Institution references guidelines and materials


5. Review and study staff resources and competencies in MOA (National Team) toward building the Good Agricultural Practice in Palestine.

6. Review and study the staff resources and competencies in PSI toward building the Good Agricultural Practice in Palestine.

7. Mapping out and identifying the different relevant stakeholders (Governmental bodies, Private sectors, NGOs,...etc.) should be involved in the developing and applying Palestinian Good Agricultural Practice Scheme and proposing its roles.

8. Performing gap analyses of existing capacities at PSI & MoA and other relevant involved teams against the needed competencies for the development of the standards and potential trainers in implementing the intended Pal GAP scheme.


**Phase Two**

**Completion Phase:** Developing and producing the Palestinian Good Agricultural Practice Scheme (PAL GAP)

1. Capacity Building for the standards development team based on the abovementioned gap analyses (inception phase). The capacity building should comply with PSI, Global GAP and Ministry of Agricultural standards based on their roles.

2. Build the capacities of the staff in PSI and MoA regarding to Palestinian Good Agricultural Practice Scheme.
3. Facilitate and manage the process of building the Pal GAP scheme with procedures and specifications involving various relevant parties and stakeholders.

4. Conduction and facilitation of meetings and workshops as needed.

5. Access and work closely with PSI and MoA staff in their offices in developing and reviewing the standards, PALGAP certification & procedures, which includes compliance with all related rules and regulations (ex. Ministry of Labour).

6. Drafting of different sections of PAL GAP standards in agreement with PSI, MOA and PSI standardization committee members.

7. Providing all other needed technical support to PSI and MoA on fulfillment of Food Plus requirements for accreditation of Pal GAP scheme (local GAP scheme as identified during the inception phase).

2.3 Deliverables
The consultancy will have the following foreseen outputs:

Inception Phase:

**Output1:** Report describing regulations for the accreditation of Pal GAP scheme based on Global GAP regulations.

**Output2:** Report describing the list of different relevant stakeholders (Governmental bodies, Private sectors, NGOs...etc) that should be involved in the development and application of Palestinian Good Agricultural Practice Scheme and needed level of involvement.

**Output 3:** Gap analyses report describing the existing capacities at PSI & MoA and other involved teams against the needed competencies for the development of the standards and potential trainers in implementing the intended Pal GAP scheme.

**Output 4:** Five workshop reports.

**Output5:** Inception report with frame work for completion phase.

- Three electronic CDs with PDF formatted files
- Three electronic CDs of soft copy (unprotected word documents) of final reports containing well edited versions of the four outputs to be produced to be handed over to each Steering committee member.
- Two hardcopies of final documents containing well edited versions of each of the outputs produced to be handed over for each Steering committee member

Completion Phase:

**Output 1:** Thirty technical committees’ workshops conducted.

**Output 2:** Different sections of PAL GAP standards produced with high quality in agreement with PSI & MOA.

**Output 3:** Relevant staff of PSI and MoA are equipped with necessary skills and competencies for running the new Pal GAP scheme.
Output 4: Food Plus requirements for accreditation of Pal GAP scheme are fulfilled and implemented (This does not include fees and/or investments if any)

- **Three** electronic CD with PDF formatted files
- **Three** electronic CD of soft copy (unprotected word documents) of final reports containing well edited versions of the three outputs produced to be handed over for each Steering committee member.
- **Two** hardcopies of final documents containing well edited versions of each of the outputs produced to be handed over for each Steering committee member

2.4 Relationships and Responsibilities

Steering Committee (SC) will be responsible for the overall coordination of the development of Pal GAP standards. The SC will be co-chaired with PSI and MOA. The composition of the SC will be two representatives from PSI, three representatives from MoA, one representative from We Effect and one representative from ESDC. ESDC will act as the focal point between the SC and the consultancy team, throughout the assignment period, the consultative team/ firm will plan, coordinate and consult with the steering committee (SC). The consultative team/ firm will submit a brief technical report (no more than one page) on a biweekly basis by disseminating it as scanned and signed report by email for the steering committee members. Both of the steering committee and the consultative team/ firm may ask for a meeting for discussion when either considers it needed.

2.5. Timing and level of efforts

The timeframe for completing the consultancy assignment is estimated to be forty (40) working days for the inception phase and sixty five days (65) for the facilitation phase. Work on the outputs in the inception phase is expected to commence immediately. Timeline may be reduced or changed by SC at its discretion with proper notice to the consultative team/ firm. Approximately a total of one hundred and five (105) working days should be made by the consultative team/ firm for the purpose of achieving the outputs of this assignment as described in this Term of Reference (TOR).

2.6. Conflict of interests.

2.6.1 The consultative team/ firm their personnel, and Sub-consultants shall not engage, either directly or indirectly, in any of the following activities:

(a) During the term of this Contract, any business or professional activities in the Palestine which would conflict with the activities assigned to them under this Contract; and

(b) After the termination of this Contract, other activities that may be specified by the SC.

2.6.2 SC requires that the consultative team/ firm provide professional, objective, and impartial advice and at all times hold the parties’ interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The consultative team/ firm shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the parties.
2.6.2.1 Without limitation on the generality of the foregoing, the consultative team/ firm, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) **Conflicting activities**
   The consultative team/ firm that has been engaged by the parties to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a consultative team/ firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation.

(ii) **Conflicting assignments**
   The consultative team/ firm (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultative team/ firm to be executed for the same or for another Client.

(iii) **Conflicting relationships**
   The consultative team/ firm (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the parties staff who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the SC throughout the selection process and the execution of the Contract.

2.6.2.2 The consultative team/ firm have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the consultative team/ firm or the termination of its Contract.

2.7. **Logistics/Facilitation.**
   The consultative team/ firm will be responsible for daily coordination and cooperation to facilitate the consultative team/ firm work. The consultative team/ firm will be responsible also for arranging in full coordination with SC for workshops based on a pre-agreed upon schedule with the SC including issuing invitation letters.
   ESDC will be responsible for contracting and paying for the venues of workshops if needed, and for the consultative team/ firm as well. The consultative team/ firm will use their own office, laptop computers and software, own phones and e-mail access and be able to download and print out needed information. And in general, the consultative team/ firm will be responsible for covering all costs related to their work during implementation of this assignment.

2.8. **Requirements**
   The consultative team/ firm must have the capacity and experience in conducting similar

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assignments; samples of previous work should be submitted. The consultative team/ firm should have in depth knowledge of the Agriculture sector and PSI standardization process, as well as be familiar with the Global- Good Agricultural Practices.

2.9. Selection Criteria
The consultative team/ firm will be assessed and selected according to the following criteria:

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The least accepted Technical evaluation which gets 50 point of 70 point in above.

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**Total: 100 points**

- Kindly provide us with OFFERS: Interested individual/firms consultants should submit in closed envelope, separate Technical and Financial Proposal no later than Wednesday 23 March 2016 before 02:00 PM for carrying out scope of work of this consultancy assignment. The proposal should comply with the Terms of Reference (TOR) of this assignment as described before, including methodology on how they will approach and conduct the work. And Personal CV including past experience in similar projects and at least 3 references with full contact details.

To the following address: The Economic and Social Development Center of Palestine – Al Bireh – Al Balou’ – Opposite to the Ministry of Woman Affairs – Al Fare’ Building. (ESDC office is closed on Fridays and Saturdays).

For companies/institutions submitting for the offer, kindly attach the C.Vs of the suggested consultants.

- Prices should be submitted in US dollar currency and including tax/income tax.
- ESDC is not committed to accepting the lowest offer, and will hold the right to decline offers without submitting justification. ESDC also had the right to divide the tender.
- The price is eligible for 90 days of its submission.
- Please sign and stamp all the pages of the tender.
- For inquiries: Tel: 02-2420085  Fax: 02-2420084 email: abed@esdc-pal.org

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