



## **REQUEST FOR PROPOSAL (RFP)**

**Subject: Consultancy Services for the Preparation and Development of a Marketing Plan for Salah Eddin and Sultan Suleiman Streets in East Jerusalem**

**Reference: RFP-2017-112**

Jerusalem, 24 April 2017

We kindly request you to submit your Proposal for services under subject. Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before **11 May 2017** and via courier mail or delivery by hand to the address below:

United Nations Development Programme  
Programme of Assistance to the Palestinian People  
3 Ya'qubi St., P.O.Box 51359  
Jerusalem 91191  
Tel: 02-626 8227

It is required that proposals shall be submitted in two separate sealed envelopes, one containing the technical proposal and the other the financial proposal. Both Envelopes shall be sealed in one outer envelope to the above address. The Offerer shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The outer envelope (containing the technical and financial proposals) shall be clearly marked as follows:

RFP-2017-112: Consultancy Services for the Preparation and Development of a Marketing Plan for Salah Eddin and Sultan Suleiman Streets in East Jerusalem

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not

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accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 4.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures on this link :

<http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link :  
[http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Khaled Shahwan  
Deputy Special Representative  
(Operations) - UNDP/PAPP



114P 52



## **ANNEX 1 DESCRIPTION OF REQUIREMENTS**

Context of the Requirement	Consultancy Services for the Preparation and Development of a Marketing Plan for Salah Eddin and Sultan Suleiman Streets in East Jerusalem
Implementing Partner of UNDP	UNDP in close partnership with Arab Chamber of Commerce (hereinafter referred to as "ACoC")
Brief Description of the Required Services	The intended consultancy service aims to assist ACoC and the Palestinian stakeholders in formulation and development of a marketing plan for the two commercial areas of Sultan Suleiman and Salah Eddin Streets and providing detailed marketing assistance to individual shop owners including advertising and promotional plans. The marketing plan also intends to provide solutions for enhancing the productivity of the targeted commercial districts and offering roadmap for creating enabling environment of exploring new entrepreneurships and business startups.
List and Description of Expected Outputs to be Delivered	Please see Annex 3 – Terms of Reference (ToR)
Person to Supervise the Work/Performance of the Service Provider	Programme Manager
Frequency of Reporting	Weekly and monthly
Progress Reporting Requirements	Required as per milestones mentioned in the ToR
Location of work	Sultan Suleiman and Salah Eddin Streets and neighboring areas.
Expected duration of work	(110) calendar days as per milestones mentioned in the ToR
Target start date	May 2017
Latest completion date	September 2017
Travels Expected	Destination: East Jerusalem  Estimated Duration: 6 weeks  Brief Description of Purpose of the Travel : Site visits, meetings with stakeholders, shop owners, ACoC, national counterparts, community representatives, local community, tourism leading partners, cultural centers representatives, youth associations, women

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	associations, tour operators, hotels managers, active players from the historic Palestine, international targeted group and technical support to the Project Steering Committee.  Target Dates: Between May and July														
Special Security Requirements	Not applicable														
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Not applicable														
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required														
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required; Please see Terms of Reference														
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars														
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes														
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 90 days  In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.														
Partial Quotes	<input checked="" type="checkbox"/> Not permitted														
Payment Terms	<table><tr><td>Outputs</td><td>Payment</td><td>Timing</td><td>Condition for Payment Release</td></tr><tr><td>Market survey and economic base</td><td>40%</td><td>44 calendar days</td><td rowspan="2">Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs,</td></tr><tr><td>Costed marketing, promotion and</td><td>60%</td><td>66 calendar days</td></tr></table>				Outputs	Payment	Timing	Condition for Payment Release	Market survey and economic base	40%	44 calendar days	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs,	Costed marketing, promotion and	60%	66 calendar days
Outputs	Payment	Timing	Condition for Payment Release												
Market survey and economic base	40%	44 calendar days	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs,												
Costed marketing, promotion and	60%	66 calendar days													



	awareness plan			and Receipt of invoice from the Service Provider. b) Receipt of invoice from the Service Provider
Approving Officers	UNDP Programme Manager, Programme Coordinator, Programme Analysts and Team Leader			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)  <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<p><b>The technical evaluation will be conducted in three phases:</b></p> <p><b><u>Phase One: PASS/FAIL</u></b>            The minimum qualifying criteria:            1.1 The firm's experience in similar nature of assignments and scope (YES/NO)            1.2 The provision of the key staff during the implementation of the whole milestones (YES/NO)            1.3 The key staff level of efforts per day as highlighted under the ToR (YES/NO)</p> <p><b><u>Phase Two: Detailed Technical Evaluation</u></b>            Weight of Technical Proposal (70%)  <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <b>55 points</b>  <input checked="" type="checkbox"/> Expertise of the Firm in similar nature of assignments and scope <b>20 points</b>  <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel in similar nature of assignments and scope <b>25 points</b></p> <p><b><u>Phase Three: Open the financial proposals of those offerors who scored 70% and more in the technical evaluation.</u></b>            Weight of Financial Proposal (30%)            To be computed as a ratio of the Proposal's offer to the lowest price</p>			

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	among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 4) <sup>1</sup> <input checked="" type="checkbox"/> Detailed TOR (Annex 3)
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	<p>Khaled Shahwan Deputy Special Representative (Operations) <a href="mailto:proc3.papp@undp.org">proc3.papp@undp.org</a></p> <p>Any request for clarification related to this RFP should be submitted in writing to <a href="mailto:proc3.papp@undp.org">proc3.papp@undp.org</a> no later than <b>30 April 2017</b>. Answers to any clarifications received will be posted on <b>3 May 2017</b>.</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Link to the procurement case	<a href="http://procurement-notices.undp.org/view_notice.cfm?notice_id=36896">http://procurement-notices.undp.org/view_notice.cfm?notice_id=36896</a>

<sup>1</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>2</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.



## ANNEX 2 FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>3</sup>

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>4</sup>)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

### A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Company Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references; ( & list of relevant projects undertaken in the last five years)
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.
- g) Contact details of three previous clients that can be used for reference purposes to whom a project has been completed in a similar size and scope as this assignment

<sup>3</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>4</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes



**B. Proposed Methodology for the Completion of Services**

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

The proposal should describe the approach and methodology that will be applied by the consultant firm to meet the objectives and scope of the assignment.

A narrative of proposed actions and strategies of reaching the expected results and a detailed work-plan with separate lines for each proposed action and corresponding timeframes are requested. The proposal should demonstrate responsiveness to the ToR, by identifying the specific components proposed, addressing the requirements, as specified, point by point; and demonstrating how the proposed methodology meets or exceeds the ToR requirements.

Focus should be made on the following:

- a) Well-structured methodology combined with detailed work plan that includes clear bench marks
- b) Description of the tools that will be used and provided.
- c) Staffing Plan and profile of each staff included in the plan. A matrix should be provided to show which staff will work on what activities and for what duration.
- d) CV's of the core staff members who will participate in conducting the assignment

The proposal shall be valid for a minimum of 90 days from the date of bid closing and shall be duly signed by the official representation of the consulting firm and stamped.



**C. Qualifications of Key Personnel**

The Service Provider must provide the names and assignments, as well as detailed curriculum vitae for all personnel to be engaged in this work. High academic background, past experience in similar project works for the personnel will prove an asset.

- Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- CVs demonstrating qualifications must be submitted if required by the RFP; and
- Written confirmation from each personnel that they are available for the entire duration of the contract.

**D. Cost Breakdown per Deliverable\***

	<b>Deliverables [list them as referred to in the RFP]</b>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price USD (Lump Sum, All Inclusive)</b>
1	Task 1- Development and production of market assessment and economic base for the targeted areas with linkages of Old City and other local markets	40%	
2	Task 2- Design and develop a costed innovative marketing and promotion plan	60%	
	<b>Total</b>	<b>100%</b>	

\*This shall be the basis of the payment tranches

**E. Cost Breakdown by Cost Component** *[This is only an Example]:*

<b>Description of Activity</b>	<b>Remuneration per Unit of Time</b>	<b>Total Period of Engagement</b>	<b>No. of Personnel</b>	<b>Total Rate</b>
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				

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a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

[Name and Signature of the Service Provider's  
Authorized Person]

[Designation]

[Date]



## **ANNEX 3 TERMS OF REFERENCE (ToR)**

### **1. BACKGROUND**

The economy of East Jerusalem, which is mainly based on small and micro enterprises, is rapidly deteriorating. The combined effect of growing Israeli administrative requirements, the aftermath of the global financial crisis, rising food and commodity prices and separation from cheaper Palestinian supplies further undermined the competitiveness of Palestinian entrepreneurs in East Jerusalem. As a result, Palestinians continue to move their businesses to the rest of the West Bank or close them down. Overall the contribution of East Jerusalem to the total Palestinian Gross Domestic Product (hereinafter referred to as "GDP") has declined from 15% before the Oslo Accords to 7% today.

The loss of businesses and declining trade relations have contributed to a contraction in the relative size of the East Jerusalem economy and a structural shift from entrepreneurship to wage employment. As a result, the East Jerusalem labour market is increasingly focused on either the rest of the West Bank or the Israeli labour market, where Palestinian employees work under difficult conditions. Unemployment is very high, especially among the young, the uneducated and the female population. Although the per capita GDP in East Jerusalem is higher than in the rest of the West Bank, East Jerusalem Palestinians must cope with higher prices and higher taxes. The number of Palestinians in East Jerusalem living under the Israeli poverty rate is constantly growing. In 2013 it reached 80% of the total East Jerusalem Palestinian population and 85% among children.

Palestinians constitute approximately 39% (approx. 372,000) of the population in Jerusalem, but the municipal budget spent on Palestinian neighbourhoods is disproportionately lower, not reaching above 10%. Public services dealing with poverty, unemployment as well as healthcare in East Jerusalem provided by the Government of Israel and Jerusalem municipality are insufficient (three offices in East Jerusalem comparing to (18) in West Jerusalem). Palestinian areas are characterised by poor roads, little or no street cleaning, limited sewage systems (shortage of at least 50 km of pipelines) causing health hazards and an absence of well-maintained public spaces - in sharp contrast to areas where Israelis live (in West Jerusalem as well as in East Jerusalem settlements). Access to Israeli banking and postal services in Palestinian neighbourhoods is limited.

Against this backdrop, UNDP is currently implementing a programme, namely, Productivity and Urban Renewal in East Jerusalem (PURE) to contribute in tackling economic challenges as highlighted above, therefore, the PURE Programme aims at supporting the resilience of Palestinians residing in East Jerusalem, by improving their socio-economic conditions, through urban revitalization of two key commercial centres in the City, namely Salah Eddin and Sultan Suleiman Streets. The programme also intends to enhance economic development and foster private sector investments by tapping into tourism and commercial opportunities in East Jerusalem. It will create an enabling environment for competitive and attractive commercial gateways, supporting productivity and social cohesion.



The programme is focusing on strengthening the Palestinian presence in East Jerusalem, preserving the characteristic Palestinian urban fabric and landscape, ensuring that Palestinians are included in the development of urban plans in East Jerusalem, helping meet Palestinians economic and social needs and improving their commercial conditions in East Jerusalem, upgrading the existing infrastructural conditions of the buildings along Sultan Suleiman and Salah Eddin Streets, and finally improving community awareness and providing legal support against restrictions, or other issues of concern to operation of businesses, licensing, etc. as well as against the Israeli restrictions on the movement of goods and services between the rest of the occupied Palestinian territory (oPt) and East Jerusalem.

Within the partnership framework with key stakeholders namely the WAQF General Department, Arab Chamber of Commerce (hereinafter referred to as "ACoC") and Merchants' Committees, the programme will address the needs of several target groups, mainly, the Palestinians living in East Jerusalem, the ACoC, businesses and the local population at large. It is anticipated that over 120 commercial and 50 business activities will directly benefit from the programme, including 350-400 businessmen and workers. Approximately 16,000 work days will also be generated throughout the implementation of the programme interventions.

In line with the above mentioned overall and specific objectives, the expected results from the PURE programme are delineated as follows:

- 1) Comprehensive technical studies (including town planning) produced for Sultan Suleiman and Salah Eddin Streets;
- 2) Arab Chamber of Commerce and Industry in Jerusalem empowered, local businesses in Sultan Suleiman and Salah Eddin streets strengthened and local private investment fostered;
- 3) Commercial area in Sultan Suleiman and Salah Eddin streets safeguarded, rehabilitated and developed; and
- 4) Tourism, economic and commercial potential opportunities enhanced in East Jerusalem.

Project activities include the development of a detailed site evaluation and preliminary project including research and town planning for Sultan Suleiman and Salah Eddin Streets, rehabilitation, revitalization and beautification works for the buildings (shops and offices) in Sultan Suleiman and Salah Eddin streets, economic support and legal assistance and finally implementing awareness campaigns, and marketing and visibility plans.

## 2. OBJECTIVES

Within the objectives of the PURE Programme, the formulation and development of the marketing plan for the two commercial areas of Sultan Suleiman and Salah Eddin Streets is seeking to promote the commercial areas in Sultan Suleiman and Salah Eddin Streets at the local and internal levels, for enhancing the overall economic outlook, empowering the ACoC and reinforcing its leadership, strengthening local businesses and fostering local private investments.



### 3. SCOPE OF WORK

Under the overall guidance of the UNDP Infrastructure team leader, the direct supervision of the Programme Manager, and in close coordination with project stakeholders, the firm should prepare a comprehensive marketing plan for the commercial areas in Sultan Suleiman and Salah Eddin Streets. The plan shall be prepared through extensive consultations with the identified stakeholders and beneficiaries who will be given an opportunity to contribute their opinions, comments and suggestions for the design and formulation of the marketing plan.

The plan should provide clear recommendations for implementation with action plans, targets, mode, etc. in a phased manner. The plan should draw strategies for enhancing local community participation in the tourism initiatives and evolve concrete actions for the development of community benefits and enterprises. The plan should highlight the competitive analysis of Sultan Suleiman and Salah Eddin Streets vis-à-vis competing destinations, including statement of challenges and issues, such as product development, human resources development, marketing, investments, environment, socio-cultural, public-private sector partnership and report on the consultations and meetings, highlighting on sectoral issues, priorities and recommended interventions/programs.

### 4. RESPONSIBILITIES OF THE CONSULTING FIRM:

In line with the above, the consultancy firm should be responsible in carrying out the following tasks:

**Task 1: Development and production of market assessment and economic base for the targeted areas with linkages of Old City and other local markets, with the focus on the following sub tasks:**

- 1.1 Define a consultative process of an implementation mechanism and methodology for the preparation of the market assessment through ensuring the involvement of key stakeholders and beneficiaries, with emphasis on identifying the targeted audience and customers, population and sampling (including women), and assessment tools to be used (consultations, meetings, focus group discussions, interviews, etc);
- 1.2 Conduct comprehensive market assessment for the targeted area with emphasis on the nature of services, products, type of businesses, in addition to the relation with the surrounding commercial districts and cultural institutions including Al Zahra Street and Old City for ensuring complementary and coherent approach; moreover, linked with the potential sectors in East Jerusalem, notably tourism;
- 1.3 Organize and conduct consultations, meetings, focus group discussions, and interviews with various stakeholders as well as allied sectors, including local communities and women, to elicit inputs, ideas, opinions and recommendations on the vision, goals and objectives, strategies, policies and programs for plan and analyse customer's perception; and,
- 1.4 Map the competitive markets and assess gaps and opportunities through participatory SOWT analysis on internal and external environment; explore solutions/ ideas for new business



development (services and products) to meet the customer needs and create an enabling environment for attractive markets in accordance with the project economic support objectives.

### **Task 2- Design and develop a costed innovative/smart marketing and promotion plan, with the focus on the following sub tasks:**

- 2.1 Identify marketing and awareness needs to complement the ongoing support of infrastructure improvement and economic support for merchants and businesses;
- 2.2 Mapping the marketing capacities of ACoC as well as other merchant support groups, and identify institutional needs for supporting the overall objectives and ensuring long term sustainability;
- 2.3 Assess existing marketing and promotion initiatives and identify synergy and coordination opportunities for supporting the delivery of proposed actions;
- 2.4 Design and develop costed marketing, promotion and awareness tools for supporting the realization strategic targets; taken into consideration the need for developing themes linked with the infrastructure design concept, as well as exploring solutions for integrating e-marketing and provision of affordable and cost effective actions; and,
- 2.5 Design agreed arrangements together with targeted businesses and ACoC for provision of implementation of marketing and promotion action and explore ways of ensuring merchants co-financial support. In addition to, the development of Monitoring and Evaluation toolkit, to measure the success during and after implementation of the marketing activities.

## **5. DELIVERABLES AND PAYMENT TERMS:**

Payments are based upon output, i.e. upon delivery of the services specified in the TOR:

Deliverables	% Payment
Task 1- Development and production of market assessment and economic base for the targeted areas with linkages of Old City and other local markets	40%
Task 2- Design and develop a costed innovative marketing and promotion plan	60%

## **6. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS**

The Service Provider must provide CVs demonstrating the qualifications of the following required key personnel:

- a) Team Leader in Business Development with minimum 15 years' experience, including a proven experience in similar nature of activities



- b) Marketing Expert with minimum 15 years' experience, including knowledge and experience in e-marketing
- c) Economist with minimum 15 years' experience, including knowledge and experience analytical and research
- d) Livelihood Specialist with minimum 10 years' experience
- e) Cultural Tourism Specialist with minimum 15 years' experience

## 7. FINANCIAL PROPOSALS

The offeror is asked to prepare the Price Schedule in **US Dollars** as a separate envelope from the rest of the RFP. The financial proposal shall specify a **total lump sum amount all-inclusive** for the provision of the requirement. The proposal shall be in English and valid for a minimum period of **90 days**.

The lump sum amount shall be broken down to show the following level of detail:

- Daily rates of staff
- Administrative costs
- Overhead and profit
- Man rate per hour
- Cost of workshops
- Any other applicable costs

## 8. EVALUATION PROCESS :

A three-stage procedure is utilized in evaluating the proposals; PASS/FAIL technical evaluation will be utilized as first stage in accordance to the set criteria highlighted above; detailed technical evaluation of the qualified proposals will be conducted prior to any price proposal being opened. A technical proposal shall be rendered non-responsive if it does not substantially respond to the RFP, particularly the demands of the Terms of Reference, which also means that it fails to achieve/attain the **minimum technical score (70/100)**.

Technical Proposal Evaluation		Points obtainable
1	Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan	55
2	Expertise of the Firm	20
3	Management Structure and Qualification of Key Personnel	25
Total		100

Evaluation form for the technical proposals follow. The obtainable number of points specified for each evaluation criterion indicates the relative significance of weight of the item in the overall evaluation process.



Technical Evaluation Criteria		Weight	Points
FORM 1	Methodology	55	
	a Clearly illustrates how the work plan/timeline will be conducted to cover all required elements		10
	b Clearly illustrates how marketing plan be will developed and implemented		20
	c Clearly illustrates how each activity will be implemented		15
	d Clearly illustrates how the final report will be developed and finalized.		10
FORM 2	Expertise of Firm	20	
	a Does the Company Profile reflect the requirements of the TOR?		5
	b Do projects undertaken within the last 7 years relate to the TOR? (Minimum 7 years' experience in provision of similar services to TOR)		5
	c Quality of References provided by 3 previous clients		5
	d Quality of examples of <b>marketing plans</b>		5
FORM 3	Management Structure and Qualification of Key Personnel	25	
	a Team Leader in Business Development with minimum 15 years' experience, including a proven experience in similar nature of activities		5
	b Marketing Expert with minimum 15 years' experience, including knowledge and experience in e-marketing		5
	c Economist with minimum 15 years' experience, including knowledge and experience analytical and research		5
	d Livelihood Specialist with minimum 10 years' experience		5
	e Cultural Tourism Specialist with minimum 15 years' experience		5
<b>TOTAL</b>		<b>100</b>	

**In the final stage, only the Financial Proposals of those Proposers who attained the minimum 70% will be opened and evaluated.**

## 9. AWARD OF CONTRACT :

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without incurring any liability to the affected applicant or any obligation to inform the affected applicant or applicants of the ground for the UNDP's action.

**The UNDP procuring entity will award the Contract to the Offeror who receives/achieves the Highest Combined Technical and Financial score.**



### **ANNEX 3**

## **GENERAL TERMS AND CONDITIONS FOR SERVICES**

#### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

#### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### **4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

#### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

#### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### **7.0 INDEMNIFICATION:**



The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

### **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

### **10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer



needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

### **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the



Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient ("Recipient") of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

**14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**



- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these



conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

### 16.0 SETTLEMENT OF DISPUTES

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

### 17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

### 18.0 TAX EXEMPTION

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United



Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

### **19.0 CHILD LABOUR**

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

### **20.0 MINES:**

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

### **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

### **22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to



consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

### **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.