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RFQ-2015-134

## REQUEST FOR PROPOSAL (RFP)

DATE: August 3, 2015  
REFERENCE: RFQ-2015-134

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Consultancy services for the preparation and development of operation and management plan for Maqam Nabi Musa historical site in Jericho Governorate.**

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before on or before **2:30 p.m. on Thursday, August 20, 2015** 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 8200

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.

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:

Mr. Khaled Shahwan  
Deputy Special Representative (Operations)

"RFQ-2015-134- Consultancy services for the preparation and development of operation and management plan for Maqam Nabi Musa historical site in Jericho Governorate"

Your Proposal must be expressed in **English**, and valid for a minimum period of **90 days**

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.

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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 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 in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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 of the Administrator (Operations)  
United Nations Development Programme (UNDP/PAPP)

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### Annex 1 Description of Requirements

Context of the Requirement	<b>Provision of Consultancy services for the preparation and development of operation and management plan for Maqam Nabi Musa historical site in Jericho Governorate</b>			
Implementing Partner of UNDP	UNDP in close partnership with Ministry of Tourism and Antiquities (MoTA)			
Brief Description of the Required Services	The intended consultancy service aims to assist the MoTA and the Palestinian stakeholders in providing sustainable operations and management of Maqam Nabi Musa through established Public-Private Partnership.			
List and Description of Expected Outputs to be Delivered	Pls. see the attached ToR- Annex 3			
Person to Supervise the Work/Performance of the Service Provider	UNDP Project Manager and Programme Analyst			
Frequency of Reporting	<i>Weekly and monthly</i>			
Progress Reporting Requirements	Required As per milestones mentioned in the ToR			
Location of work	Maqam Nabi Musa in Jericho Governorate and regular visits and meetings with project stakeholders in Jericho and Ramallah			
Expected duration of work	100 calendar days and six months during the startup period as per milestones mentioned in the ToR			
Target start date	September 2015			
Latest completion date	June 2016			
Travels Expected	<b>Destination/s</b>	<b>Estimated Duration</b>	<b>Brief Description of Purpose of the Travel</b>	<b>Target Date/s</b>
	Jericho, Ramallah and Jerusalem	6 weeks	Site visits, meetings with stakeholders, steering committee and national counterparts, community representatives, tourism leading partners, design consultancy firm, UNDP historical research consultant, national and international targeted group and technical support to the Project Steering Committee and the selected operator.	Between September and November
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input checked="" type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input checked="" type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>			



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Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A																				
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																				
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																				
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency																				
Value Added Tax on Price Proposal	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																				
Validity Period of Proposals ( <i>Counting for the last day of submission of quotes</i> )	<input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 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 <input type="checkbox"/> Permitted [ <i>pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)</i> ]																				
Payment Terms	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Tourism site assessment</td> <td>15%</td> <td>25 calendar days</td> <td rowspan="4">           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; and            b) Receipt of invoice from the Service Provider.         </td> </tr> <tr> <td>Maqam Nabi Musa concept</td> <td>20%</td> <td>20 calendar days</td> </tr> <tr> <td>Maqam Nabi Musa Management and operations plan</td> <td>25%</td> <td>25 calendar days</td> </tr> <tr> <td>Technical support to MoTA and Steering Committee for</td> <td>20%</td> <td>30 calendar days including preparation</td> </tr> </tbody> </table>				Outputs	Percentage	Timing	Condition for Payment Release	Tourism site assessment	15%	25 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; and b) Receipt of invoice from the Service Provider.	Maqam Nabi Musa concept	20%	20 calendar days	Maqam Nabi Musa Management and operations plan	25%	25 calendar days	Technical support to MoTA and Steering Committee for	20%	30 calendar days including preparation
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	producing PPP bid and also in providing technical bids evaluation		of PPP bid and technical evaluation		
	Provision of support to the start-up period & final report	20%	start-up period (6 months)		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP Project Manager, Programme Analyst and Team Leader				
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract [pls. specify]				
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria 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	<b>Technical Proposal (70%)</b> <input checked="" type="checkbox"/> Expertise of the Firm <b>40 points</b> <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <b>30 points</b> <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel <b>30 points</b>  <b>Financial Proposal (30%)</b> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.				
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i>				



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>UNDP Procurement Analyst</p> <p><a href="mailto:proc9.papp@undp.org">proc9.papp@undp.org</a></p> <p>Any request for clarification related to this RFP should be submitted in writing to <b>proc9.papp@undp.org</b> no later than <b>10 August 2015</b>. Answers to any clarifications received will be posted on <b>12 August 2015</b>, at <a href="http://www.ps.undp.org/content/papp/en/home/operations/procurement.html">http://www.ps.undp.org/content/papp/en/home/operations/procurement.html</a></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>
Other Information [pls. specify]	NA

## EVALUATION PROCESS

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposals prior to any price proposal being opened and compared/evaluated. The price/financial proposal of the Proposals will be opened only for submissions that passed the minimum technical score (= 70 points) in the evaluation of the technical proposals. The technical proposals will be evaluated on the basis of its responsiveness to the Terms of Reference (TOR) and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified below.

A Proposal shall be rendered non-responsive at this stage 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 points)**.

## Technical Evaluation Criteria

Technical Proposal Evaluation		Points obtainable
1	Expertise of the Firm	40
2	Management Structure and Qualification of Key Personnel	30
3	Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan	30
<b>Total</b>		<b>100</b>

<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.

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In detail:

Technical Evaluation Criteria			Weight	Points
FORM 1	Expertise of Firm		40	
	a	Does the Company Profile reflect the requirements of the TOR?		10
	b	Do projects undertaken within the last 7 years relate to the TOR? (Minimum 7 years' experience in provision of similar services to TOR)		15
	c	Quality of References provided by 3 previous clients		5
	d	Quality of examples of <b>operation and management plans</b>		10
FORM 2	Management Structure and Qualification of Key Personnel		30	
	a	Is overall staffing qualifications sufficient to undertake TOR?		5
	b	Are profiles of each staff adequate to undertake TOR?		5
	c	Team Leader (minimum post-graduate degree & 15 years relevant experience)		10
	d	staff previous experience and level of education (minimum post-graduate degree & 4 years relevant experience)		10
FORM 3	Methodology		30	
	a	Clearly illustrates how the work plan/timeline will be conducted to cover all required elements		10
	b	Clearly illustrates how Management and operation plan be will developed and implemented		5
	c	Clearly illustrates how each activity will be implemented		10
	d	Clearly illustrates how the final report will be developed and finalized.		5
<b>TOTAL</b>			<b>100</b>	

In the second stage, only the Financial Proposals of those Proposers who attained the minimum technical score\* (=70 points) will be opened for evaluation, comparison and scoring.

\*Note: Technical Score = Total Points obtained.

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

The formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$(\text{TP Rating}) \times (\text{Weight of TP, 70\%})$$

$$+ (\text{FP Rating}) \times (\text{Weight of FP, 30\%})$$

**Total Combined and Final Rating of the Proposal**



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## 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]

Dear Sir/Madam:

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, contract 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*

#### 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.*

<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



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

1. Well-structured methodology combined with detailed work plan that includes clear bench marks
2. Description of the tools that will be used and provided.
3. 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.
4. 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.*

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

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

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price (Weight for payment)</b>	<b>Price USD (Lump Sum, All Inclusive)</b>
1	Task 1-Tourism site assessment	15%	
2	Task 2-Maqam Nabi Musa concept	20%	
3	Task 3-Maqam Nabi Musa Management and operations plan	25%	
4	Task 4-Technical support to MoTA and Steering Committee for producing PPP bid and also in providing technical bids evaluation	20%	
5	Task 5- Provision of support to the start-up period	20%	
	Total	100%	

*\*This shall be the basis of the payment tranches*

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

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

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 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 (if required in the ToR or proposed)
- Any other applicable costs

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

### Annex 3

#### *Terms of Reference*

Under the overall guidance of the UNDP Infrastructure team leader, the direct supervision of the Project Manager, and in close coordination with project stakeholders, the firm should conduct extensive consultations with stakeholders in which the stakeholders will be given an opportunity to contribute their opinions, comments and suggestions for the design and formulation of the operation and management Plan.

The operations and Management Plan should have clear vision adhering to the sustainable tourism development principles and suggest for an institutional mechanism for the collaboration, coordination, strategize implementation and co-ordination.

It also should have clear strategies for - product development, marketing, capacity building, infrastructure development, tourism resource protection, community involvement, etc. The plan should provide clear recommendations for implementation and monitoring 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 based tourism and cultural enterprises.

Therefore, the consultancy firm should be responsible in carrying out the following tasks:

#### **Task 1: Conduct a Tourism and Site assessment:**

- 1.1 Develop a site profile focusing on historical, social, economic and political dimensions through site visits, partner meetings, community meetings, available historical research and publications;
- 1.2 Conduct a SWOT Tourism oriented analysis through sustainable and inclusive approach. From this, focusing on site's potential and resources: biodiversity, natural attractions, religious attractions, cultural attractions (Bedouin culture), historic attractions, recreational activities;
- 1.3 Analysing the actual and potential touristic demand with the aim of identifying different users (religious groups, individuals, scholars, trekkers, local/regional/international tourists, etc.);
- 1.4 Assess the existing tourism infrastructure/facilities in the site and formulate recommendations for their use/function;
- 1.5 Conducting a Market Analysis to identify potential competitors and sales partners;
- 1.6 Identifying potential tour operators - targeting different kind of tourists - for marketing purpose;
- 1.7 Identify local/specific handicrafts for sale and potential for their improvement.

#### **Task 2: Describe the Business- selection of Nabi Musa concept**

- 2.1 Definition of different concept scenarios with owner and major stakeholders involved through carrying out comprehensive need assessment to define challenges and obstacles that the business and its products will face including economic, social and environmental aspects;
- 2.2 Select the most promising tourism development products based on preliminary resource assessment and consultation with the key stakeholders;
- 2.3 Assess and map each product with a framework that includes resource, market, economic and social criteria.

**Task 3: Developing Maqam Nabi Musa Management and operations plan including:**

- 3.1 Managing structure including an institutional frame work, partners profile, respective roles and potential benefits;
- 3.2 The sales and marketing strategy; Operations plan including use/function of the different areas of the site according to the actual and potential demand, capital investments, Staffing and training needs/plans, integration of ex-drugs addicted patients, communication, financial management, risk assessment and risk mitigation plans, and legal considerations;
- 3.3 Start-up plan;
- 3.4 Sustainability planning: Sustainable tourism tools and models for conservation, conservation threat assessment and provision for maintenance plan;
- 3.5 Financial Projections: start-up costs, fixed assets and depreciation, tour cost and price sheet, income statement, cash flow statement, maintenance budget, and provision of five-year projections.

**Task 4: Provision of technical assistance to the Steering Committee in the tendering and selection process of private sector partner (operator), including:**

- 4.1 Assisting in setting up the bidding processes, structure and milestones;
- 4.2 Assisting in formulate the terms of reference and develop the tender documents;
- 4.3 Assist in advertising and outreaching strategy to attract the competitive and wide participation of the private sector;
- 4.4 Assist in carrying out independent and transparent evaluation of the technical and financial offers;
- 4.5 Assist in the selection of the private sector operator;
- 4.6 Assist in the drafting of the contractual agreement.

**Task 5: Provision of support to the start-up period (6 months), including:**

- 5.1 Support to the recruitment process;
- 5.2 Support to the marketing activities;
- 5.3 On-the job training for the managerial staff;
- 5.4 Setting up of a monitoring system.

*The Service Provider must provide:*

*d) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, including:*

*a.1 Cultural Tourism Specialist with minimum 15 years' experience*

*a.2 Economist with minimum 15 years' experience*

*a.3 Marketing Expert with minimum 15 years' experience*

*a.4 Livelihood Specialist with minimum 10 years' experience*

*e) CVs demonstrating qualifications must be submitted if required by the RFP; and*

*f) Written confirmation from each personnel that they are available for the entire duration of the contract.*



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## **Annex 4**

### ***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



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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 or 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 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



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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.



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**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**



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**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



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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.