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**Cooperación
Española**
PALESTINA

ECONOMIC RECOVERY LINKED TO ACCESS / PROMOTING THE WEEKLY MARKET IN STAR STREET

FUNDED BY: SPANISH AGENCY FOR INTERNATIONAL
DEVELOPMENT COOPERATION AND BARCELONA
MUNICIPALITY

Bidding Documents

for

Tender No. **31 / 2023**

June 2023

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(Forms of Bid, Qualification Information, Letter of acceptance and Agreement)
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Date: June 22nd, 2023

**ECONOMIC RECOVERY LINKED TO ACCESS / PROMOTING THE
WEEKLY MARKET IN STAR STREET
BETHLEHEM MUNICIPALITY**

Tender No. 31 / 2023

Bethlehem Municipality (BM) has received a Grant from the Spanish Agency for International Development Cooperation and Barcelona Municipality, for the implementation of the project **ECONOMIC RECOVERY LINKED TO ACCESS / PROMOTING THE WEEKLY MARKET IN STAR STREET**.

Bethlehem Municipality (BM) invites sealed bids for the second time to the Tender of **SERVICES FOR PROMOTING THE WEEKLY MARKET IN STAR STREET BETHLEHEM MUNICIPALITY**.

Tender No. 31 / 2023

Bidding Documents:

1. Bidding documents (and additional copies) may be taken from Bethlehem Municipality, P.O.Box 48, Manger square, Bethlehem.
2. The successful Bidder, whose bid has been accepted and will be appointed to perform the works as stipulated in his contract with (BM), will be required to coordinate all his works through the appointed Project Manager available at all times in (BM) offices in Bethlehem Town.

Description of Works:

Bethlehem Municipality (BM) is working along with the Municipality of Barcelona supported by the Spanish Agency for International Cooperation and Development (AECID), to organize a Weekly Market in Star Street, Bethlehem, a World Heritage Site since 2012, since then it has become one of Bethlehem Municipality's priorities to preserve the site and to protect its cultural heritage while breathing cultural and sustainable life into it and enhancing its attractiveness to locals and city's visitors. Therefore, it is assured that one of the main goals of Bethlehem is carrying out economic, cultural and social revitalization projects and initiatives to transform the street into

a vibrant cultural hub for pedestrians and for green mobility vehicles and to boost its economic activity by encouraging shops' owners to reopen their shops, and allow locals and tourists to walk along the street to appreciate its value. BM is looking for a marketing firm to help promote the weekly market and increase its visibility.

With this term of reference, Bethlehem municipality is inviting applicants from marketing companies to work closely with Bethlehem Municipality on the ground in order to support the creation of this cultural and artistic weekly market.

More specifically, the aim of the campaign will be:

- To increase awareness of the weekly market among the local community and visitors.
- To promote the cultural heritage of Bethlehem and the region.
- To attract more vendors to participate in the market.
- To increase tourism and promote Bethlehem as a destination.
- To organize meeting with local community and Star Street inhabitants.
- To design a clear visual identity for Star Street market that will be reflected in setting the selection criteria for products, and coordinate with BM to fulfil this objective.

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A. General

1. Scope of Bid

- 1.1 The BM as defined in the Contract Data, invites bids for the second time for the draw up of an “Marketing plan for the promotion of the weekly market in Star Steet”, as described in the Contract Data. The name and identification number of the Contract is provided in the Contract Data.
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Contract Data.

2. Source of Funds

- 2.1 The BM will get the funds through a Grant from the Spanish Agency for International Development Cooperation and Barcelona Municipality, as defined the Bidding Data, towards the cost of the Project to cover eligible payments under the Contract for the Works. Payments by the Spanish Agency for International Development Cooperation and Barcelona Municipality will be made only at the request of the BM in accordance with the Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
- 2.2 The agreement between Bethlehem Municipality and the Spanish Agency for International Development Cooperation and Barcelona Municipality prohibits any withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the BM, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

3. Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders meeting the minimum qualifications as set out in paragraph (4.4) below.
- 3.2 All bidders shall provide in Section 3, Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the, specifications, and other documents for the Tender or being proposed as the contact person for the Contract. A firm that has been engaged by the BM to provide consulting services for the suppling and the technical support of the Tender.

4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including designs and charts, as necessary.
- 4.2 In the event that prequalification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally-submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section 3.

4.3 If the BM has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 3, unless otherwise stated in the Bidding Data:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (c) qualifications and experience of key Contact person.
- (d) a complete CV of the team of experts, shall be submitted to BM with the bidding documents.

4.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) experience in the field of at least two projects of a nature, value and complexity equivalent to the works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
- (b) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data;
- (c) a **Contact person** with a minimum eight years' experience in wFJworks of an equivalent nature, value and complexity.
- (d) a consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub-Consultant or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the BM will in no case be responsible or liable for those costs.

B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

Section

I	Invitation for Bids
II	Instructions to Bidders
III	Forms of Bid and Qualification Information
IV	Conditions of Contract, Particular Conditions of Contract
V	Contract Data
VI	General Specifications
VII	Bill of Quantities
VIII	Forms of Securities

8.2 One copy of Bidding Documents are supplied to the prospective Bidder. The number of copies to be completed and returned with the Bid is specified in the Bidding Data.

9. Clarification of Bidding Documents

9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the BM in writing or by cable ("cable" includes telex and facsimile) at BM address indicated in the invitation to bid. **BM will respond to any request for clarification received earlier than (7) days prior to the deadline for submission of bids.** Copies of the BM's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the BM may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the BM.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the BM shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. Preparation of Bids

11. Language of Bid

11.1 All documents relating to the Bid shall be in the language specified in the Contract Data.

12. Documents Comprising the Bid

12.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Bid (in the format indicated in Section III);
- (b) Bid Bond/Security;
- (c) Priced Bill of Quantities;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as specified in the Bidding Data.

13. Bid Prices

13.1 The Contract shall be for the whole Works, as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by BM when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

13.3 All duties, taxes, and other levies payable by the Consultant under the Contract, or for any other cause, as of the date (14) days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder, except for VAT. **This project has been given ZERO VAT status by the PA and hence the Supplier shall not include any VAT amounts in his rates submitted under this tender.**

13.4 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance to the decision of the Palestinian Council of Ministers issued and signed by the prime Minister on March 17, 2008 and as may be provided for in the Bidding and Contract Data and the provisions of Clause 47 of the Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Contract Data and Clause 47 of the Conditions of Contract.

14. Currencies of Bid and Payment

14.1 The unit rates and prices shall be quoted by the Bidder entirely in the currency as specified in the Contract Data.

15. Bid Validity

15.1 Bids shall remain valid for the period specified in the Bidding Data. (128 Days from submission date)

15.2 In exceptional circumstances, BM may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A

Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

16. Bid Security

16.2 The Bid Security shall, at the Bidder's option, be in the form of a certified check, bank draft, letter of credit, or a bank guarantee from a reputable bank located in the country of the BM. The format of the Bid Security should be in accordance with the form of Bid Security included in Section 9 or another form acceptable to the (Bethlehem Municipality). **Bid Security shall be valid for 128 days from submission date.**

16.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the (Bethlehem Municipality). The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of "_____", "_____", and "_____".

16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1.

16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

16.6 The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.

17. Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. Alternatives will not be considered, unless specifically allowed in the Bidding Data. If so allowed, Sub-Clause 17.2 shall govern.

17.2 If so allowed in the Bidding Data, bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a Bid that complies with the requirements of the bidding documents, including the basic technical design as indicated in the drawings and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the BM, including design calculations, technical specifications, breakdown of prices, proposed design methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the BM.

18. Format and Signing of Bid

- 18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the Bidding Data, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3(a), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the BM, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the Bid.
- 18.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract."

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the original and all copies of the Bid in envelopes.

19.2 The Consultant shall submit the bidding in **one closed envelope** as follows:

Work Plan.
Method statement.
Bid Security
CV of personel working in this project
Record of past experience in similar campaigns.

Bidding document-Form of the bid (to be filled and signed).
Bill of Quantity.
Specifications
All other requirements

19.3 The envelopes shall

- (a) be addressed to the (Bethlehem Municipality) at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

19.4 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21.

19.5 If the outer envelope is not sealed and marked as above, the BM will assume no responsibility for the misplacement or premature opening of the Bid.

20. Deadline for Sub-mission of Bids

20.1 Bids shall be delivered to the BM at the address specified above no later than the time and date specified in the Bidding Data.

20.2 The BM may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the BM and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the BM after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

- 22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 22.3 No Bid may be modified after the deadline for submission of Bids.
- 22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.
- 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

23. Bid Opening

- 23.1 The BM will open the bids, including modifications made pursuant to Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Bidding Data.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
- 23.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the BM may consider appropriate, will be announced by the BM at the opening.
- 23.4 The BM will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

24. Process to Be Confidential

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder may result in the rejection of his Bid.

25. Clarification of Bids and Contacting the BM

- 25.1 To assist in the examination, evaluation, and comparison of bids, the BM may, at his discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the BM in the evaluation of the bids in accordance with Clause 27.

25.2 Subject to sub-clause 25.1, no Bidder shall contact the BM on any matter relating to its bid from the time of the bidding opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the BM, it should do so in writing.

25.3 Any effort by the Bidder to influence in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid."

26. Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the BM will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the BM rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the BM, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the BM for any arithmetic errors. Errors will be corrected by the BM as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the BM there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected.

27.2 The amount stated in the Bid will be adjusted by the BM in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

28. Currency for Bid Evaluation

28.1 Bids will be evaluated as quoted in the currency as defined in the Contract Data in accordance with Sub-Clause 14.1.

29. Evaluation and Comparison of Bids

29.1 The BM will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

29.2 In evaluating the bids, the BM will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to Clause 27;
- (b) Including provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day work, where priced competitively;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.

29.3 The BM reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the BM will not be taken into account in Bid evaluation.

29.4 The estimated effect of any price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

F. Award of Contract

30. Award Criteria

Subject to Clause 31, the BM will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

31. BM's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Clause 30, the BM reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the Bidder or bidders about the grounds for the BM decision.

32. Notification of Award and Signing of Agreement

- 32.1 The Bidder whose Bid has been accepted will be notified of the award by the BM prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the BM will pay the Consultant in consideration of the execution, completion, and maintenance of the Works by the Consultant as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 32.2 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with Clause 34 and signing the Agreement in accordance with Sub-Clause 33.3.
- 32.3 The Agreement will incorporate all agreements between the BM and the successful Bidder. It will be signed by the BM and sent to the successful Bidder, within 2 days following the notification of award along with the Letter of Acceptance.
- 32.4 Upon the furnishing by the successful Bidder of the Performance Security, the BM will promptly notify the other bidders that their bids have been unsuccessful.

33. Performance Security

- 33.1 Within 7 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the (Bethlehem Municipality) a Performance Security in the amount stipulated in the Contract Data and in the form (Bank Guarantee and/or Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in Accordance with the Conditions of Contract.
- 33.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued from a bank located in the country of the BM.
- 33.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the BM.
- 33.4 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

34. Advance Payment and Security

34.1 The BM will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the Bidding Data.

35. Adjudicator

35.1 The BM proposes the person named in the Bidding Data to be appointed as Adjudicator under the Contract, at an hourly fee specified in the Bidding Data, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the BM has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Contract Data at the request of either party.

36. Corrupt or Fraudulent Practices

The Municipality of Paris requires that BM as well as Bidders/Suppliers/Consultant under The Municipality of Paris-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the BM:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the BM, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the BM of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a The Municipality of Paris-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a The Municipality of Paris-financed contract.
- 36.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 23.2 and sub-clause 59.2 of the General Conditions of Contract.

G. Bidding Data

Instructions to Bidders Clause Reference

Tender No. **31/ 2023**

CR	SUBJECT	DATA
2.1	The “BM” means	Bethlehem Municipality
2.1	The Project is	SERVICES FOR PROMOTING THE WEEKLY MARKET IN STAR STREET
2.1	The agreement number is	Tender No. 31 / 2023
4.3	The information required from bidders in Sub-Clause 4.3 is modified as follows:	<i>Not modified</i>
4.4	The qualification data required from bidders in Sub-Clause 4.4 are modified as follows:	<i>Not modified</i>
	The qualification criteria in Sub-Clause 4.4 are modified as follows:	<i>Not modified</i>
4.4c	The essential equipment to be made available for the Contract by the successful Bidder shall be	<i>NOT APPLICABLE</i>
4.4e	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be	<i>NOT APPLICABLE</i>
4.4f	The minimum percentage of the workers employed by the Consultant from the project area shall be	<i>20 % of the total number of workers</i>
8.2	The number of copies of the Bid to be completed and returned shall be	<i>Two copies (one original +one copy)</i>

G. Bidding Data :

Tender No. 31 / 2023

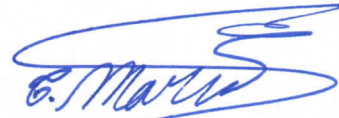
CR	SUBJECT	DATA
13.4	The Contract [specify “is” or “is not”] subject to price adjustment in accordance with Clause 47 of the Conditions of Contract.	The contract is Not subject to price adjustment to be made for the basic materials as published by the Palestinian Monetary Authority on the last day set for submitting the bids. This is in accordance to the Palestinian Council of Ministers decision of March 17, 2008).
14.1	The specified trading currency shall be	Euro (€)
15.1	The period of Bid validity shall be	Bid validity shall be 128 days after the last date of submission of Bid
15.3	The adjustment of Bid price in accordance with Clause 15.3 shall be calculated on the basis of an annual increase for foreign costs of	Zero percent and an annual increase for local costs of Zero percent.
16.1	The amount of Bid guarantee Security shall be	300 EURO
17.0	Alternative proposals to the requirements of the bidding documents	Not permitted
19.2	The (BM)’s address for the purpose of Bid submission is	Bethlehem Municipality at Manger Square
20.1	The deadline for submission of bids shall be	The deadline for submission of bids shall be on or before 12:00 p.m on Tuesday, 04 /07/2023
	The date of the exchange rate is	NOT APPLICABLE
	The authority for establishing the rates of exchange shall be	NOT APPLICABLE
30.0	Domestic Consultants [insert “may” or “will not,” as appropriate] receive a margin of preference in Bid evaluation.	NOT APPLICABLE
33.0	The Standard Form of Performance Security acceptable to the BM shall be	“Unconditional Bank Guarantee” As presented in Section IX of the Bidding Documents
35.0	The Advance Payment shall be	NOT APPLICABLE

G. Bidding Data (Cont'd.)

Tender No. 31 / 2023

CR	SUBJECT	DATA
36.1	The Adjudicator proposed by the BM is	<i>To be mutually agreed</i>
36.1	The hourly fee for this proposed Adjudicator shall be	<i>€40 per Hour</i>
36.1	The biographical data of the proposed Adjudicator is as follows	<i>Not Applicable</i>

CR = Clause reference in Instructions to Bidders



Binding Signature of (BM)

FOR / **Mr. Hanna Hanania**
Mayor of Bethlehem



**Forms of Bid,
Qualification Information,
Letter of Acceptance, and Agreement**

Consultant's Bid

Tender No. 31 / 2023

Notes on Form of Consultant's Bid

The Bidder shall fill in and submit this Bid form with the Bid. Additional details on the price should be inserted if the Bid is in various currencies. If the Bidder objects to the Adjudicator proposed by the BM in the bidding documents, he should so state in his Bid, and present an alternative candidate, together with the candidate's daily fees and biographical data, in accordance with Clause 35 of the Instructions to Bidders.

June 22nd, 2023

To: **Bethlehem Municipality(BM)**
Address: **Bethlehem Municipality Office**
Manger Square
P.O.Box 48, Bethlehem, Palestine

We offer to execute **ECONOMIC RECOVERY LINKED TO ACCESS / PROMOTING THE WEEKLY MARKET IN STAR STREET**, in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of: -

Euro _____ (Excluding VAT),

_____ Euro (€)

[amount in numbers and words]

Payments to be made under this Contract shall be made in: **Euro (€)**

We accept the appointment of _____

[name proposed in Bidding Data] as the Adjudicator.

[or]

We do not accept the appointment of _____

[name proposed in Bidding Data] as the Adjudicator, and propose instead that

[name] be appointed as Adjudicator,

[name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none").

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of prequalification or for verification of prequalification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English. If used for prequalification verification, the Bidder should fill in updated information only.

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: _____ *[insert]*

Principal place of business: _____ *[insert]*

Power of attorney of signatory of Bid: _____ *[attach]*

1.2 Total annual volume of design work performed in five years, in the internationally traded currency specified in the Bidding Data: _____ *[insert]*

1.3 Work performed as prime Consultant on works of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract
(a)			
(b)			

1.4 Major items of Consultant's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Sub-Clause 4.3(c) of the Instructions to Bidders.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub-Clause 4.3(e) of the Instructions to Bidders and Sub-Clause 9.1 of the Conditions of Contract.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

1.6 Proposed subcontracts and firms involved. Refer to Clause 7 of Conditions of Contract.

Sections of the Works	Value of subcontract	Sub-Consultant (name and address)	Experience in similar work
(a)			
(b)			

1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by Contracting Authority .

1.10 Information on current litigation in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

1.11 Statement of compliance with the requirements of Sub-Clause 3.2 of the Instructions to Bidders.

1.12 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

- 3.1 Bidders should provide any additional information required in the Bidding Data or to fulfill the requirements of Sub-Clause 4.1 and Clause 30 of the Instructions to Bidders, if applicable.

Letter of Acceptance

Tender No. 31 / 2023

_____ [date]

To: _____
[name of the Consultant]

[address of the Consultant]

This is to notify you that your Bid dated / / 2023 **ECONOMIC RECOVERY LINKED TO ACCESS / PROMOTING THE WEEKLY MARKET IN STAR STREET**, for the Contract Price of _____ [amount in numbers and words]Euro (€)[name of currency].

- (a) We accept that _____
[name proposed by bidder] be appointed as the Adjudicator.
- (b) We do not accept that _____ [name proposed by bidder] be appointed as adjudicator, and by sending a copy of this letter of acceptance to _____ [insert the name of the Appointing Authority], we are hereby requesting _____ [name], the Appointing Authority, to appoint the Adjudicator in accordance with Clause 36.1 of the Instructions to Bidders.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Agreement

Agreement

Tender No. 31 / 2023

This Agreement, made the _____, between **BM, Bethlehem**, (hereinafter called Contracting Authority) and _____ . (Hereinafter called the Consultant) of the other part.

Whereas Contracting Authority is desirous that the Consultant for **ECONOMIC RECOVERY LINKED TO ACCESS / PROMOTING THE WEEKLY MARKET IN STAR STREET, Project No 31 / 2023**, (Hereinafter called the Works) in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of **Euro(€)** _____ **(Excluding VAT)**, [_____ **Euro (€)**].

Payments to be made under this Contract shall be made in: **Euro (€)**

Contracting Authority has accepted the Bid by the Consultant for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by Contracting Authority to the Consultant as hereinafter mentioned, the Consultant hereby covenants with Contracting Authority to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. Contracting Authority hereby covenants to pay the Consultant in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

Was hereunto affixed in the presence of: _____

Signed, Sealed, and Delivered by the said _____

In the presence of: : _____

Binding Signature of (BM)

Binding Signature of Consultant

Mr. Hanna Hanania

Municipality of Bethlehem

General Manager

Authorized Representative

Authorized Representative

Signature: _____

Signature: _____

Date : ____ / ____ / 2023

Date : ____ / ____ / 2023

Tender No. 31 / 2023

CR	SUBJECT	DATA
1.0	The Site is located at: and is defined in drawings No:	BETHLEHEM CITY
1.1	The "BM" means,	Bethlehem Municipality
1.1	The Project Manager is	<i>Mrs. Carmen Ghattas or his authorized representative</i>
1.1	The name and identification number of the Contract is	BETHLEHEM MUNICIPALITY Tender No. 31 / 2023
1.1	The Works consist of	SERVICES FOR PROMOTING THE WEEKLY MARKET IN STAR STREET
1.1	The Start Date shall	<i>The same date of signing the agreement</i>
1.1	The Intended Completion Date for the whole of the Works shall	<i>6 months after Start Date</i>
	Name of Consultant	
	Contract Value	Euro (€) _____ (EXCLUDING VAT)
3.0	The language of the Contract documents is	<i>English Language</i>
3.0	The law that applies to the Contract is the law of	<i>Palestinian National Authority.</i>
8.0	Schedule of Other Consultants	<i>To be Attached and subject to the BM's approval</i>

Tender No. 31 / 2023

CR	SUBJECT	DATA
9.0	The Schedule of Key Personnel	<p><i>The minimum Key Personnel required for the project and subject to Project Manager's approval are:</i></p> <ul style="list-style-type: none"> • <i>Project Director.</i> • <i>The whole team of the consultant office</i>
13.0	The minimum insurance covers shall be:	
13.0	The maximum deductible for insurance of the Works and of Plant and Materials is	N.A.
13.0	The maximum deductible for insurance of other Third Party property	N.A.
13.0	The minimum for insurance of other Third Party property is	N.A.
13.0	The minimum cover for personal injury or death insurance for the Consultant's employees is	<i>According to Palestinian Labour Law</i>
13.0	The minimum cover for personal injury or death insurance and for other people is	<i>According to Palestinian Labour Law</i>
21.0	The Site Possession Date shall be	<i>The work phase of this project starts with the a written order from Bethlehem Municipality</i>
46.0	The currency of the BM 's country is the	Euro (€)
48.0	The proportion of payments retained is	10% (Ten percent from each payment).
49.0	The liquidated damages for the whole of the Works are	N.A.
49.0	The maximum amount of liquidated damages for the whole of the Works is	N.A.
52.0	The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price:	
(a)	Performance Bank Guarantee (Unconditional)	10% of Contract Value
52.0	The standard form(s) of Performance Security acceptable to the (BM) shall be	<i>Performance Bank Guarantee (Unconditional) As presented in Section IX of the Bidding Documents.</i>

Tender No. 31 / 2023

CR	SUBJECT	DATA
58.0	Schedule of Operating and Maintenance Manuals	
58.0	The date by which operating and maintenance manuals are required is	
58.0	The date by which “as built” drawings are required is	

Binding Signature of (BM)

Mr. Hanna Hanania
Mayor of

Municipality of Bethlehem

Authorized Representative

Signature: _____

Date : ____ / ____ / 2023

Binding Signature of Consultant

General Manager

Authorized Representative

Signature: _____

Date : ____ / ____ / 2023

Scope of Work

SERVICES FOR PROMOTING THE WEEKLY MARKET IN STAR STREET

Tender No. 31 / 2023

Description of works: SERVICES FOR PROMOTING THE WEEKLY MARKET IN STAR STREET

Scope of work

Bethlehem municipality is looking to hire a communication agency or event management firm in relation to the Economic Recovery Linked to Access Project / Component 2 - Promoting the Weekly Market in Star Street.

1) Context:

Bethlehem Municipality (BM) is working along with the Municipality of Barcelona supported by the Spanish Agency for International Cooperation and Development (AECID), to organize a Weekly Market in Star Street, Bethlehem, a World Heritage Site since 2012, since then it has become one of Bethlehem Municipality's priorities to preserve the site and to protect its cultural heritage while breathing cultural and sustainable life into it and enhancing its attractiveness to locals and city's visitors. Therefore, it is assured that one of the main goals of Bethlehem is carrying out economic, cultural and social revitalization projects and initiatives to transform the street into a vibrant cultural hub for pedestrians and for green mobility vehicles and to boost its economic activity by encouraging shops' owners to reopen their shops, and allow locals and tourists to walk along the street to appreciate its value. BM is looking for a marketing firm to help promote the weekly market and increase its visibility.

With this term of reference, Bethlehem municipality is inviting applicants from marketing companies to work closely with Bethlehem Municipality on the ground in order to support the creation of this cultural and artistic weekly market.

Objectives of the awareness campaign:

- To increase awareness of the weekly market among the local community and visitors.
- To promote the cultural heritage of Bethlehem and the region.
- To attract more vendors to participate in the market.
- To increase tourism and promote Bethlehem as a destination.
- To organize meeting with local community and Star Street inhabitants.
- To design a clear visual identity for Star Street market that will be reflected in setting the selection criteria for products, and coordinate with BM to fulfil this objective.

2) Scope of work and deliverables:

The appointed communication agency or specialist firm will be expected to conduct the following tasks:

Task 1: Development of a marketing plan for the weekly market that aims to create a consistent visual identity for the market including a branding strategy, advertising and promotional activities. Design a brand and identity for the whole campaign including creating a campaign logo, name, slogan, colors, figures...

► Deliverables:

- a. The appointed firm will submit for BM for approval before launching the campaign, a design for the brand and identity for the whole market including creating a campaign logo, name (including name for the Star Street Market), slogan, colors, and figures.
- b. The appointed firm is responsible for organizing 2 workshops with the stakeholders; Star Street inhabitants, associations, ... to define the co-selection criteria of the products to be sold in the market.

Task 2: Create a narrative about Star Street, its history and significance as a UNESCO World Heritage Site, and about the project.

► Deliverable:

- a. The appointed firm will be responsible for creating and developing a credible narrative about Star Street, its history and significance as a UNESCO World Heritage Site, and about the project, to be used during the marketing.

Task 3: Create social media platforms with the market's name to help the advertisement of the market.

► Deliverables:

- a. The appointed firm will be responsible for creating pages on the following social media platforms Facebook, Instagram and Tiktok.

Task 4: Production of videos in order to promote the weekly market and publish it on the different social media platforms.

► Deliverable:

- a. The appointed firm will be responsible for the production of 2 videos; one in September aiming at promoting the market, the products offered, and its impact on reviving the World Heritage Site, and the other in December aiming at promoting the Christmas market organized yearly by BM.

Task 5: Develop and manage social media campaigns on various platforms, including Facebook, Instagram, and Tiktok.

► Deliverable:

- a. The appointed firm will be responsible for building the content and designing social media posts to promote the activities, workshops and cultural events of the market for the social

media platforms, including 4-5 posts per week to be posted on social media platforms (no printing needed) including posts, pictures, reels, ...

Task 6: Design social media filters to be used during the weekly market and the Christmas market.

- ▶ Deliverable:
 - a. The appointed firm will be responsible for creating 2 filters for the social media platforms; one in July for the weekly market and one in November for the Christmas Market.

Task 7: Design social media Reels to be used during the weekly market and the Christmas market.

- ▶ Deliverable:
 - a. The appointed firm will be responsible for creating 12 reels for the social media platforms, 10 for the weekly market and 2 for the yearly Christmas Market.

Task 8: Design unified signage for the market's vendors.

- ▶ Deliverable:
 - a. Design and print signage for each vendor participating in the market with their logo and name according to the market's branding, about (150) design.

Task 9: Social media boosting for the posts that will be posted on the different social media platforms.

- ▶ Deliverable:
 - a. The appointed firm will be responsible for boosting one to two posts per week during the weekly market and the Christmas market, promoting the market and attract visitors from all over Palestine and particularly from the Occupied Palestinian cities.

Task 10: Content building, designing and printing Street banners designs

- ▶ Deliverables:
 - a. The appointed firm will be responsible for designing and printing (8) street banners to be distributed in the cities of Bethlehem, Beit Jala and Beit Sahour.

Task 11: Content building, design and printing signboards.

- ▶ Deliverable:
 - a. The appointed firm will be responsible for building the content, design and print (3) outdoor signboards located in Star Street with durable material for the outdoor, which aim at giving information about the WHS, the weekly market and the Christmas market.

Task 12: Content building, design and print drop down banners.

- ▶ Deliverables:
 - a. The appointed firm will be responsible for creating content building, designing and printing (6) drop down banners along Star Street that promotes the market.

Task 13: Content building, designing and printing of promotional material for tourists.

- ▶ Deliverables:
 - The appointed firm will be responsible for content building, designing and printing (2000) flyers in English language that aim at promoting the market for tourists in hotels.

- Build content, design and print of (100) A4 posters with QR code connected to the website about the market and the program to be distributed at hotels in order to promote the market for tourists.
- Build content, design and print of (50) A3 posters with a QR code to be distributed in the restaurants and cafes that aims at promoting the market for the locals, in Arabic and English language.

Task 14: Coverage of the market and the events.

- ▶ Deliverable:
 - a. The appointed firm will be responsible for providing at least one employee during the project to help with the coverage, taking pictures, making some interviews with participants, visitors on the street and making live broadcast on social media.

Task 15: Create a character for each shop of the market that reflects the culture of Bethlehem.

- ▶ Deliverable:
 - a. The appointed firm will be responsible for creating a cultural and authentic character for every opened shop during the market in star Street.

Task 16: Produce a special categorized music sound production to be used in the marketing.

- ▶ Deliverable:
 - a. The appointed firm will be responsible for producing a special music production that will be used in the marketing of video in Bethlehem, other Palestinian cities and the occupied territories, that will represent the market with copy rights that belong to BM.
 - b. Producing (2) radio spots advertisements for the market, with the duration of 2 minutes max for each promoting the market and encouraging people to visit it.

3) Timeline

The appointed firm should submit a timeline for all the **tasks** for approval before launching the works.

The marketing firm will be expected to complete the marketing plan **within a period of 20 days from the signing of the contract**. The marketing campaign will then be launched and will continue to run throughout the duration of the weekly market, until December 31, 2023

4) Skills :

The following qualifications could be mobilized:

- Strategic planning and project management,
- Content development / writing;
- Communication;
- Page design / graphic design;
- Social media expert;

- Design and media production;
- Blogging.

5) Criteria and Evaluation

I. Staffing:

The team should include marketing strategies professionals with extensive experience, communication and events coordinations.

The firm will be expected to nominate senior staff with considerable proven technical and project management experience.

The team is expected to be led by a qualified, highly-experienced and respected Team Leader, consistent with the complexity of the issues involved. He/she will have at least the following skills/experience:

- At least 15 years of working experience in the related field and communication;
- He/she must have carried out significant assignments similar to the tasks required in the region;
- Capabilities of working in a multicultural environment;
- Team and project management skills;
- Oral and written communication skills in English and Arabic.

The team shall include at least the following qualifications:

- Events management coordinator
- Graphic designer
- Media specialist
- Social / events mediator

The Consultant is required to maintain a permanent representation in Bethlehem over the duration of the project staffed according to the project phases.

II. Evaluation criteria:

(i) Specific experience of the Consultants relevant to the assignment: [10]

(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:

- a) Planning matrix [40]
- b) Work plan [10]
- c) Organization, reporting and staffing [10]

=> Total points for criterion (ii): [60]

(iii) Key professional staff qualifications and competence for the assignment:
(Especially for Team Leader)

=> Total points for criterion (iii): [30]

Total points for the three criteria: 100

The minimum technical score S_t required to pass is: 75 Points

The **formula** for determining the financial scores is the following:

1. $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

2. The weights given to the Technical and Financial Proposals are:

T = 0.70

F = 0.30

Table 1: Detailed Bill of Quantities

Task #	Item	Description	Qty	Unit	Unit Price	Total Price	Deadline for submission
1	Development of a marketing plan	The appointed firm will submit for BM for approval before launching the campaign, a design for the brand and identity for the whole market including creating a campaign logo, name (including name for the Star Street Market), slogan, colors, and figures.	1				1-Jul-23
		The appointed firm is responsible for organizing 2 workshops with the stakeholders; Star Street inhabitants, associations, ... to define the co-selection criteria of the products to be sold in the market.	2				During July 2023
2	Create a narrative	The appointed firm will be responsible for creating and developing a credible narrative about Star Street, its history and significance as a UNESCO World Heritage Site, and about the project, to be used during the marketing.	1				During July 2023
3	Create social media platforms	The appointed firm will be responsible for creating pages on the following social media platforms Facebook, Instagram and Tiktok.	2				Beginning July 2023
4	Production of videos	The appointed firm will be responsible for the production of 2 videos; one in September aiming at promoting the market, the products offered, and its impact on reviving the World Heritage Site, and the other in December aiming at promoting the Christmas market organized yearly by BM.	2				September 2023 & December 2023
5	Develop and manage social media campaigns on various platforms	The appointed firm will be responsible for building the content and designing social media posts to promote the activities, workshops and cultural events of the market for the social media platforms, including 4-5 posts per week to be posted on social media platforms (no printing needed) including posts, pictures, reels, ...	4-5 per week				July 2023 - December 2023
6	Design social media filters	The appointed firm will be responsible for creating 2 filters for the social media platforms; one in July for the weekly market and one in November for the Christmas Market.	2				July 2023 and November 2023
7	Design social media Reels	The appointed firm will be responsible for creating 12 reels for the social media platforms, 10 for the	12				July 2023, October 2023, December 2023

		weekly market and 2 for the yearly Christmas Market.				
8	Design unified signage for the market's vendors	Design and print signage for each vendor participating in the market with their logo and name according to the market's branding, about (150) design.	150			July 2023 - December 202
9	Social media boosting	The appointed firm will be responsible for boosting one to two posts per week during the weekly market and the Christmas market, promoting the market and attract visitors from all over Palestine and particularly from the Occupied Palestinian cities.	lumsun			July 2023 - December 202:
10	Content building, designing and printing Street banners designs	The appointed firm will be responsible for designing and printing (8) street banners to be distributed in the cities of Bethlehem, Beit Jala and Beit Sahour.	8			Aug-23
11	Content building, design and printing signboards.	The appointed firm will be responsible for building the content, design and print (3) outdoor signboards located in Star Street with durable material for the outdoor, which aim at giving information about the WHS, the weekly market and the Christmas market.	3			July and August 2023
12	Content building, design and print drop down banners.	The appointed firm will be responsible for creating content building, designing and printing (6) drop down banners along Star Street that promotes the market.	6			Aug-23
13	Content building, designing and printing of promotional material for tourists	The appointed firm will be responsible for content building, designing and printing (2000) flyers in English language that aim at promoting the market for tourists in hotels.	2000			Aug-23
		Build content, design and print of (100) A4 posters with QR code connected to the website about the market and the program to be distributed at hotels in order to promote the market for tourists.	100			Aug-23
		Build content, design and print of (50) A3 posters with a QR code to be distributed in the restaurants and cafes that aims at promoting the market for	50			Aug-23

		the locals, in Arabic and English language.					
14	Coverage of the market and the events.	The appointed firm will be responsible for providing at least one employee during the project to help with the coverage, taking pictures, making some interviews with participants, visitors on the street and making live broadcast on social media.	1				July 2023 - December 2023
15	Create a character for each shop	The appointed firm will be responsible for creating a cultural and authentic character for every opened shop during the market in star Street.	20				Jul-23
16	Produce a special categorized music sound production	The appointed firm will be responsible for producing a special music production that will be used in the marketing of video in Bethlehem, other Palestinian cities and the occupied territories, that will represent the market with copy rights that belong to BM.	1				July and August 2023
		Producing (2) radio spots advertisements for the market, with the duration of 2 minutes max for each promoting the market and encouraging people to visit it.	2				July and August 2023
17	Design the concept of the market page on Bethlehem Municipality's website	Design the concept of the market page on Bethlehem Municipality's website, only as design including the narrative, program,	1				Aug-23

Annex A Form: Bid Security (Bank Guarantee)

Whereas, *[name of Bidder]* (hereinafter called “the Bidder”) has submitted his Bid dated *[date]* for the design of *[name of Contract]* (hereinafter called “the Bid”).

Know all people by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called “the Bank”) are bound unto name of (Bethlehem Municipality) (hereinafter called “the (Bethlehem Municipality)”) in the sum of *[amount]* for which payment well and truly to be made to the said (Bethlehem Municipality), the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the (Bethlehem Municipality) during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27,

we undertake to pay to the (Bethlehem Municipality) up to the above amount upon receipt of his first written demand, without the (Bethlehem Municipality)’s having to substantiate his demand, provided that in his demand the (Bethlehem Municipality) will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *[number]* days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the (Bethlehem Municipality), notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[signature, name, and address]

Annex B Form (Alternative 2): Performance Bank Guarantee (Unconditional)

To: *[name and address of Bethlehem Municipality]*

Whereas *[name and address of Consultant]* (hereinafter called “the-Consultant”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Works]* (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Consultant such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Annex B Form (Alternative 3): Performance Bond

By this Bond, *[name and address of Consultant]* as Principal (hereinafter called “the Consultant”) and *[name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name and address of (Bethlehem Municipality)]* as Obligee (hereinafter called “the (Bethlehem Municipality)”) in the amount of *[amount of Bond] [amount of Bond in words]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Consultant and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Consultant has entered into a Contract with the (Bethlehem Municipality) dated the *[day]* day of *[month]*, *[year]* for *[name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Consultant shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Consultant shall be, and declared by the (Bethlehem Municipality) to be, in default under the Contract, the (Bethlehem Municipality) having performed the (Bethlehem Municipality)’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to the (Bethlehem Municipality) for completing the Contract in accordance with its terms and conditions, and upon determination by the (Bethlehem Municipality) and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and (Bethlehem Municipality) and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the (Bethlehem Municipality) to the Consultant under the Contract, less the amount properly paid by the (Bethlehem Municipality) to the Consultant; or
- (3) pay the (Bethlehem Municipality) the amount required by the (Bethlehem Municipality) to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the (Bethlehem Municipality) named herein or the heirs, executors, administrators, successors, and assigns of the (Bethlehem Municipality).

In testimony whereof, the Consultant has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[day]* day of *[month]*, *[year]*.

Signed by _____
on behalf of *[name of Consultant]* in the capacity of _____
In the presence of _____
Date _____