



**STATE OF PALESTINE
MINISTRY OF PUBLIC WORKS AND HOUSING
CENTRAL TENDERING DEPARTMENT (CTD)
FOR THE BENEFIT OF THE
PALESTINIAN WATER AUTHORITY**

Request for Expressions of Interest

Country: State of Palestine

Name of Project: Hebron Regional Wastewater Management Project- Phase I

Project ID No.:P117449

Grant No: AFD – CPS1060 & CPS1157

Assignment title: Design of Wadi Al Samen sewage conveyance system

Reference No: PWA/AFD/2018/084-CTD

The Palestinian Water Authority (PWA) has received a financing from the French Development Agency (AFD), under AFD Financing Agreements No. CPS 1060 and CPS 1157, and intends to use part of the funds thereof for payments of consulting services to the design of Wadi Al Samen sewage conveyance system in Yatta area.

The main objective is to provide consultancy services including (i) the assessment of options, options feasibility, and economic analysis; (ii) Environmental and Social impact assessment for the selected option; and (iii) preparatory services, investigations and the design of Sewage conveyance system and preparation of the tender documents for construction in Wadi Al-Samen- Yatta area/Hebron Governorate as well as an ESMP. The consultancy firm shall prepare a report for the assessment of options and scenarios that would provide to decision makers the required information to decide on the chosen option including the environmental and social impacts and then to prepare a full detailed design including: providing different design scenarios for the chosen option, and to consider the most economic efficient design, full design layouts, drawings, prepare special technical specifications that comply with the PWA general specifications and bill of quantity of all required items including supply, installation and reinstatement.

Based on the above-mentioned objective, the services of the consultant shall consist of:

- **Task I: Assessment of Options – Concept report Stage:**
- **Task II: Topographical Survey and Digital Map and Soil Survey**
- **Task III: ESIA:**The Environmental and Social Impact Assessment for Wadi Al-Samen shall provide;
- **Task IV: Detailed design**
- **Task V: Tender and Contract Documents:**

The assignment is expected to commence in November 2018, and the implementation period is around seven (7) months.

The Central Tendering Department (CTD) now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Services described above.

Interested consultants should provide information evidencing that they are qualified and experienced to perform those Services. Expressions of interest submitted by interested consultant must not exceed 80 pages.

The short-listing criteria are:

1. General experience of the firm (20%).
2. Specific experience of the firm. The firm should have a proven track record of previous experience implementing successfully two similar assignments in the last 6 years (70%).
3. Availability of appropriate skills among staff and/or the ability to mobilize a diversified team of experts with appropriate knowledge and skills (10%).

Minimum qualifying score is 60%.

Determination of the similarity of the experiences will be based on:

- The contracts size;
- The nature of such Services (feasibility studies, design, ESIA);
- The technical area and expertise (water and wastewater, roads infrastructure design and planning);
- The location (MENA region and Palestine).

The Client will also take into account for the evaluation of the applications the following items:

- Skills and availability of in-house technical back-up experts provided to the on-site experts;
- Local representative / partners.

No individual CVs are required at this stage.

Eligibility criteria to AFD’s financing are specified in sub-clause 1.3 of the “Procurement Guidelines for AFD-Financed Contracts in Foreign Countries”, available online on AFD’s website www.afd.fr.

In order to confirm their eligibility for AFD's financing, consultants should submit in their expression of interest a duly signed Statement of Integrity, Eligibility and Social and Environmental Responsibility (appended to this letter) that can be downloaded from PWA's website www.pwa.ps

A Consultant will be selected in accordance with the **Quality and Cost Based Selection (QCBS) Method** set out in the Consultant Guidelines.

Consultants may associate with other firms in the form of a joint venture or a sub consultancy to enhance their qualifications. Consortiums between international and local consultants are encouraged. If the consultant is a Joint Venture (JV), the Expression of Interest shall include a copy of the JV Agreement entered into by all members

Among the submitted applications, PWA will shortlist a maximum of four (4) consultants, to whom the Request for Proposals to carry out the services shall be sent.

Interested consultants may obtain further information at the address (1) below during office hours 8:00 to 14:00.

Expressions of interest must be delivered in a written form to the address (2) below (in person, or by mail) on or before Monday 27 of August 2018 no later than 12:00 evening. The following statement should be mentioned "Expression of Interest for consulting services to the design of Wadi Al Samen sewage conveyance system in Yatta area. **The addresses are:**

Address 1: For Information	Address 2: For Submission
Palestinian Water Authority Kamal Nasir Street, Al Masayef, Ramallah, West Bank, State of Palestine Attention: Eng. Murad Fuqaha Project Manager Project Management Unit Tel: +972 2 2987665 Fax: +972 2 2987336 Mobile: + 970 599555920 Email: malfuqaha@gmail.com Web site: www.pwa.ps	Ministry of Public Works and Housing Central Tendering Department Um Al Sharayet, Al Ameen Square Al Bireh, West Bank, Palestine Attn: Eng. Saeed Abu Zaid Acting Director General Tel: + 970 2 296 6006/7 Fax: + 970 2 298 8582 Mobile: +970 592979098 E-mail: ctd@mpwh.pna.ps

Appendix to the Request for Expressions of Interest
(to be submitted with the application, signed and unaltered)

**Statement of Integrity, Eligibility and Social and Environmental
Responsibility**

Reference name of the bid or proposal: _____ (The "Contract")

To: _____ (The "Contracting Authority")

- 1) We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
- 2) We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) Having been:
 - a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c. convicted within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was

challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3) We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;

ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4) If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5) We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

- 6) In the context of the procurement process and performance of the corresponding contract:
- 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
 - 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
 - 6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
 - 6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
- 7) We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____ Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.