

REQUEST FOR PROPOSALS

RFP No.: TA-G-PCU-QCBS-02-2018

**Technical Assistance to the Project Coordination Unit for Implementation of
the Rolling Program of Interventions for Additional Supply of Water for the
Gaza Strip (TA-G-PCU)**

Grant No.: 2560-00/2018

**DEVELOPING PALESTIAN WATER AUTHORITY (PWA) STRATEGIC
DEVELOPMENT PLAN AND IMPLEMENTATION PLAN**

Reference No.: PWA/ADA/2018-18

January, 2019

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Section 1. Letter of Invitation

Palestine

January 03, 2019

Dear Mr/Ms:

1. The Palestinian Water Authority announces the need to contract a Consultant Firm to “Develop PWA Strategic Development Plan and Implementation Plan” for the coming three years 2019-2021, through finance from the Austrian Development Agency (ADA), within the project “Technical Assistance to the Program Coordination Unit for Implementation of the Rolling Program” (TA-G-PCU) - Phase II. The Consultancy Service will include the revision of relevant documents, and the preparation of strategic development plan and implantation plan for PWA for the coming three years.
2. The PWA, now invites eligible consulting firms having relevant experience to perform the service to collect the request for proposal documents starting from 3 January 2019 during the working hours between 9:00 am to 2:00pm from PWA Office in Ramallah or from the official PWA website: www.pwa.ps.
3. Further information and clarifications can be received from PWA office on the below address during the working hours between 9:00 am to 2:00pm.
4. Submitted offers must be accompanied by bid security of 1000 EURO valid for 120 days after the bid submission deadline.
5. The proposals must be submitted in a written form to PWA office at the below address not later than 12:00 pm on Thursday 17 January 2019. The received proposals will be selected in accordance with the Quality and Cost Based Selection (QCBS) method.

Address:

PWA Office
Palestinian Water Authority
Kamal Naser St. , Al Masayef, Ramallah,
West Bank, Palestine
Att.: Mr. Raed Sawaftah

Procurement Unit\ 6th Floor

Tel: + 970 2 2987665

Fax: + 970 2 2987336

Mobile: 0599 814 065,

E-mail: raed_sf@yahoo.com

Website: www.pwa.ps

6. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Standard Forms of Contract

Section 6 - Terms of Reference

Details on the proposal's submission date, time and address are provided under section 2/datasheet/item 4.5.

Yours sincerely,

Eng. Mazen Ghunaim

Minister

Head of Water Authority

Section 2. Instructions to Consultants

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.2 Consultants should familiarize themselves with local conditions and consider them in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet.
- 1.3 Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements
- 1.4 Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- Conflict of Interest**
- 1.6 The Donor's requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Donor throughout the selection process and the execution of the Contract.

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

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the

Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair
Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and
Corruption**

- 1.7 It is the Donors policy to require that beneficiaries of funds, as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers, under Donor-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts.¹ In pursuance of this policy, the Donor:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Donor investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its

¹ In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

² “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes Donor staff and employees of other organizations taking or reviewing selection decisions.

³ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, noncompetitive levels.

⁵ “Party” refers to a participant in the selection process or contract execution.

knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Donor's inspection and audit rights provided for under paragraph 1.7.1 below.

- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the funds or of a Beneficiary of the funds were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Beneficiary having taken timely and appropriate action satisfactory to the Donor to address such practices when they occur; and
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Donor's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Donor-financed contract, and (ii) to be a nominated sub-consultant^b, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a Donor-financed contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the Donor to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Donor.

^b A nominated sub-consultant, supplier, or service provider is one which either has been (i) included by the Consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the Consultant's proposal for the particular services; or (ii) appointed by the Client.

- 1.8 Consultants, their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Donor in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- Eligibility** 1.10 A firm or an individual sanctioned by the Donor in accordance with the above para. 1.7 (d) shall be ineligible to be awarded a Donor-financed contract, or to benefit from a Donor-financed contract, financially or otherwise, during such period of time as the Donor shall determine.
- Origin of Goods and Consulting Services** 1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- (i) as a matter of law or official regulation, the Beneficiary's country prohibits commercial relations with that country; or
 - (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Beneficiary's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.
- Only One Proposal** 1.13 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- Proposal Validity** 1.14 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the

validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be

based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language (e) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the

Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

(c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(d) *The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).*

(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
 - (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- Financial Proposals**
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- Taxes**
- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants may express the price of their services in a maximum of two freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations

Opening of Proposals

or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this

date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Donor issues its "no objection".

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

5.4 After the technical evaluation is completed and the Donor has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending

the opening. Consultants' attendance at the opening of Financial Proposals is optional.

- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the Donor.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.
- 6. Negotiations**
- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- Financial negotiations**
- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix

attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

- | | | |
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| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After completing negotiations the Client shall award the Contract to the selected Consultant and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
| 8. Confidentiality | 8.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Donor's antifraud and corruption policy. |

Section 2. Instructions to Consultants

DATA SHEET

| Paragraph Reference | |
|---------------------|--|
| | <p>Name of the Client: Palestinian Water Authority (PWA)</p> <p>Method of selection: Quality- and Cost- Based selection (QCBS)</p> |
| 1.2 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is: Developing PWA strategic development plan and implementation plan</p> |
| 1.3 | <p>A pre-proposal conference will be held: Yes on 10 January 2019 at 10:00 AM at PWA premises in Ramallah</p> <p>Palestinian Water Authority Kamal Naser St. , Al Masayef, Ramallah, West Bank, Palestine</p> |
| 1.4 | <p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> • All documents and reports as far as available which could be useful for performing the assignment. |
| 1.6.1 (a) | <p>The Client envisages the need for continuity for downstream work: No</p> |
| 1.14 | <p>Proposals must remain valid 90 days after the submission date.</p> |

| | |
|------------|--|
| 2.1 | <p>Clarifications may be requested not later than 13 January 2019</p> <p>The address for requesting clarifications is: PWA Office Palestinian Water Authority</p> |
|------------|--|

| | |
|----------------|---|
| | <p>Kamal Naser St. , Al Masayef, Ramallah, West Bank, Palestine Att.: Mr. Raed Sawaftah Procurement Unit\ 6th Floor Tel: + 970 2 2987665 Fax: + 970 2 2987336 Mobile: 0599 814 065, E-mail: raed_sf@yahoo.com</p> |
| 3.1 | Proposals shall be submitted in the following language: English |
| 3.3 (b) | The estimated number of professional staff-months required for the assignment is: 4 man-month |
| 3.4 | The format of the Technical Proposal to be submitted is: FTP |
| 3.4 (g) | Training is a specific component of this assignment: Yes |
| 3.7 | <p>The Consultant shall be in agreement with the normal tax liability and other costs in relation to fees, expenses and reimbursable in Palestine. The Consultant's Personnel is liable to pay any income tax in connection with the Services in Palestine. The income taxes for individual staff are not eligible under the Grant agreement. The invoice shall be accompanied with zero "0 Value Added Tax" and all other requirements needed by the financial section in PWA.</p> |
| 3.8 | <p>Consultant to state local cost in the national currency: No The financial proposal shall be in EURO currency.</p> |
| 4.3 | Consultant shall submit the original and three copies of the Technical Proposal, and the original of the Financial Proposal; as well as the scanned original Technical Proposal in electronic form (CD-ROM). In case of discrepancies, the hard copy original is prevailing. |
| 4.5 | <p>The Proposal submission address is: PWA Office</p> |

| | <p>Palestinian Water Authority Kamal Naser St. , Al Masayef, Ramallah, West Bank, Palestine Att.: Mr. Raed Sawaftah Procurement Unit\ 6th Floor Tel: + 970 2 2987665 Fax: + 970 2 2987336 Mobile: 0599 814 065, E-mail: raed_sf@yahoo.com Website: www.pwa.ps</p> <p>Proposals must be submitted no later than the following date and time: 17 January 2019 at 12:00 noon</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|---------------------------|---------------|--|-------|--|-------|---------------------------------------|------|--------------|-----|------------------------------|-----|----------------------------------|------|--|--|---|------|---|------|-----------------------------------|------|--|--|---------------------------|-------|--------------------------------|-------|--------------------------------------|-------|
| <p>5.2 (a)</p> | <p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; vertical-align: bottom;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right; vertical-align: bottom;">[15]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right; vertical-align: bottom;">[15]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right; vertical-align: bottom;">[5]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right; vertical-align: bottom;">[5]</td> </tr> <tr> <td style="padding-left: 40px;">Total points for criterion (ii):</td> <td style="text-align: right; vertical-align: bottom;">[25]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) [Task Leader: strategic planning expert]</td> <td style="text-align: right; vertical-align: bottom;">[35]</td> </tr> <tr> <td style="padding-left: 20px;">b) [Water recourses management expert]</td> <td style="text-align: right; vertical-align: bottom;">[25]</td> </tr> <tr> <td style="padding-left: 40px;">Total points for criterion (iii):</td> <td style="text-align: right; vertical-align: bottom;">[60]</td> </tr> <tr> <td colspan="2" style="padding-top: 20px;"> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table border="0" style="width: 100%;"> <tbody> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right; vertical-align: bottom;">[20%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right; vertical-align: bottom;">[70%]</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right; vertical-align: bottom;">[10%]</td> </tr> </tbody> </table> </td> </tr> </tbody> </table> | | <u>Points</u> | (i) Specific experience of the Consultants relevant to the assignment: | [15] | (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: | | a) Technical approach and methodology | [15] | b) Work plan | [5] | c) Organization and staffing | [5] | Total points for criterion (ii): | [25] | (iii) Key professional staff qualifications and competence for the assignment: | | a) [Task Leader: strategic planning expert] | [35] | b) [Water recourses management expert] | [25] | Total points for criterion (iii): | [60] | <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table border="0" style="width: 100%;"> <tbody> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right; vertical-align: bottom;">[20%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right; vertical-align: bottom;">[70%]</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right; vertical-align: bottom;">[10%]</td> </tr> </tbody> </table> | | 1) General qualifications | [20%] | 2) Adequacy for the assignment | [70%] | 3) Experience in region and language | [10%] |
| | <u>Points</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (i) Specific experience of the Consultants relevant to the assignment: | [15] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a) Technical approach and methodology | [15] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b) Work plan | [5] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| c) Organization and staffing | [5] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total points for criterion (ii): | [25] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (iii) Key professional staff qualifications and competence for the assignment: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a) [Task Leader: strategic planning expert] | [35] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b) [Water recourses management expert] | [25] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total points for criterion (iii): | [60] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table border="0" style="width: 100%;"> <tbody> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right; vertical-align: bottom;">[20%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right; vertical-align: bottom;">[70%]</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right; vertical-align: bottom;">[10%]</td> </tr> </tbody> </table> | | 1) General qualifications | [20%] | 2) Adequacy for the assignment | [70%] | 3) Experience in region and language | [10%] | | | | | | | | | | | | | | | | | | | | | | | | |
| 1) General qualifications | [20%] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2) Adequacy for the assignment | [70%] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3) Experience in region and language | [10%] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|------------|---|
| | Total weight: 100% |
| | The minimum technical score required to pass is: 75 Points |
| 5.6 | The single currency for price conversions is: N/A The source of official selling rates is: N/A The date of exchange rates is: N/A |
| 5.7 | The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical and Financial Proposals are: $T = 0.80$, and $P = 0.20$ |
| 7.2 | Expected date for commencement of consulting services: End of February 2019 |

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

| | |
|--|----|
| Form TECH-1: Technical Proposal Submission Form | 24 |
| Form TECH-2: Consultant’s Organization and Experience..... | 25 |
| A - Consultant’s Organization | 25 |
| B - Consultant’s Experience | 26 |
| Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client..... | 27 |
| A - On the Terms of Reference | 27 |
| B - On Counterpart Staff and Facilities | 28 |
| Form TECH-4:Description of Approach, Methodology and Work Plan for Performing the Assignment..... | 29 |
| Form TECH-5: Team Composition and Task Assignments | 30 |
| Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff | 31 |
| FormTECH-7: Staffing Schedule | 34 |
| FormTECH-8 Work Schedule..... | 35 |

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant if any]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use max. 15 pages.]

| | |
|--|---|
| Assignment name: | Approx. value of the contract (in current US\$ or Euro): |
| Country: Location within country: | Duration of assignment (months): |
| Name of Client: | Total N ^o of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in current US\$ or Euro): |
| Start date (month/year): Completion date (month/year): | N ^o of professional staff-months provided by associated Consultants: |
| Name of associated Consultants, if any: | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |

Firm's

Name:

**Form TECH-3: Comments and Suggestions on the Terms of Reference and on
Counterpart Staff and Facilities to be Provided by the Client**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.] Use max. 2 pages.

B - On Counterpart Staff and Facilities

[Comment here (if any) on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (up to 20 pages, inclusive of charts and diagrams, excluding CVs) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-5: Team Composition and Task Assignments

| <i>Professional Staff</i> | | | | |
|---------------------------|------|-------------------|-------------------|---------------|
| Name of Staff | Firm | Area of Expertise | Position Assigned | Task Assigned |
| | | | | |
| | | | | |
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Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position [*only one candidate shall be nominated for each position*]: _____

2. Name of Firm [*Insert name of firm proposing the staff*]: _____

3. Name of Staff [*Insert full name*]: _____

4. Date of Birth: _____ **Nationality:** _____

5. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. Membership of Professional Associations: _____

7. Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]: _____

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]: _____

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

| | |
|--|--|
| <p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p> | <p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> |
|--|--|

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

FormTECH-7: Staffing Schedule¹

| N° | Name of Staff | Staff input (in the form of a bar chart) ² | | | | | | | | | | | | | Total staff-month input | | | |
|----------------|---------------|---|---|---|---|---|---|---|---|---|----|----|-----------------|---|-------------------------|--------------------|-------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n | Home | Field ³ | Total | |
| Foreign | | | | | | | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | | | | | | | |
| | | [Field] | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | Subtotal | | | | | |
| Local | | | | | | | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | | | | | | | |
| | | [Field] | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | Subtotal | | | | | |
| | | | | | | | | | | | | | Total | | | | | |

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
 - 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
 - 3 Field work means work carried out at a place other than the Consultant's home office.
- full time input
 part time input

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

| | |
|--|----|
| Form FIN-1: Financial Proposal Submission Form | 37 |
| Form FIN-2: Summary of Costs | 38 |
| Form FIN-3: Breakdown of Costs by Activity | 39 |
| Form FIN-4: Breakdown of Remuneration(Lump-Sum)..... | 40 |
| Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)..... | 41 |

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|----------------------------|---------------------|-----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
 - 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2: Summary of Costs

| Item | Costs | | | |
|--|--|--|--|----------------------------------|
| | <i>[Indicate Foreign Currency # 1]¹</i> | <i>[Indicate Foreign Currency # 2]¹</i> | <i>[Indicate Foreign Currency # 3]¹</i> | <i>[Indicate Local Currency]</i> |
| Total Costs of Financial Proposal ² | | N/A | N/A | N/A |

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

| | | | | |
|--|---|---|---|------------------------------|
| Group of Activities (Phase):² _____ | Description:³ _____ | | | |
| | Costs | | | |
| Cost component | [Indicate Foreign Currency # 1] ⁴ | [Indicate Foreign Currency # 2] ⁴ | [Indicate Foreign Currency # 3] ⁴ | [Indicate Local Currency] |
| Remuneration ⁵ | | | | |
| Reimbursable Expenses ⁵ | | | | |
| Subtotals | | | | |

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration¹(Lump-Sum)

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

| Name ² | Position ³ | Staff-month Rate ⁴ |
|----------------------|-----------------------|-------------------------------|
| Foreign Staff | | |
| | | [Home] |
| | | [Field] |
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |
| Local Staff | | |
| | | [Home] |
| | | [Field] |
| | | |
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| | | |
| | | |
| | | |
| | | |

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

| N° | Description¹ | Unit | Unit Cost² |
|-----------|--|-------------|------------------------------|
| | Per diem allowances | Day | |
| | International flights ³ | Trip | |
| | Miscellaneous travel expenses | Trip | |
| | Communication costs between <i>[Insert place]</i> and <i>[Insert place]</i> | | |
| | Drafting, reproduction of reports | | |
| | Equipment, instruments, materials, supplies, etc. | | |
| | Shipment of personal effects | Trip | |
| | Use of computers, software | | |
| | Laboratory tests. | | |
| | Subcontracts | | |
| | Local transportation costs | | |
| | Office rent, clerical assistance | | |
| | Training of the Client's personnel ⁴ | | |

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Standard Forms of Contract

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS LUMP-SUM PAYMENTS (ADA FINANCED)

CONTRACT No. [insert]

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert Client's name] ("the Client") having its principal place of business at [insert Client's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address⁶].

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. Term The Consultant shall perform the Services during the period commencing [insert starting date] and continuing through [insert completion date], or any other period as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it

⁶ Avoid use of "P.O. Box" address

includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below:

- Twenty (20) percent of the Contract Price shall be paid upon submission and approval of the inception report to the client.
- Sixty (80) percent of the lump-sum amount shall be paid upon submission and approval of the final study report including the supporting documents.

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The

- Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Inspections and Auditing** The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Donor and/or persons or auditors appointed by the Donor to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Donor (including without limitations determination of ineligibility) in accordance with prevailing Donor's sanctions procedures.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software but not use them without prior consent in writing by the Client.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Palestine, and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

14. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Donor, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Donor’s sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

Section 6. Term of Reference

DEVELOPING PALESTIAN WATER AUTHORITY (PWA) STRATEGIC DEVELOPMENT PLAN AND IMPLEMENTATION PLAN

1. Introduction

Water Sector Reform

On December 14, 2009, the Cabinet of Ministries of the Palestinian National Authority endorsed an Action Plan for institutional and legislative reform program for the Palestinian Water Sector. The reform process includes reorganizing the water sector and its institutions, as well as capacity building and the revision of strategies and policies.

The New Water Law: One of the main outcomes of the reform program is Decree No. 14 for the year 2014 relating to the Water Law, which aims at providing water security for the Palestinians and achieving sustainable development through the separation of roles and responsibilities among the main institutions of the water sector, namely; the Palestinian Water Authority, the Water Sector Regulatory Council that was established in 2014, National Water Company, and Regional Water Utilities.

The Water Law is considered a turning point in the water sector and the beginning of a new phase for its governance and management.

The Palestinian Water Authority has been moving forward and has taken significant and practical steps to implement the new water law, and initiate the reform process both at the internal level to develop the Palestinian Water Authority, and at the external level to establish Regional Water Utilities and the National Water Company.

Rehabilitation of West Bank Water Department and the establishment of the National Water Company:

The Palestinian Water Authority (PWA) has embarked preparing a roadmap for the rehabilitation of the West Bank Water Department (WBWD) and establishment of the National Water Company (NWC), and seeks to implement it within the available facilities.

Recently, an advanced billing system has been developed to improve the efficiency of the billing process and the collection rate, as well as an integrated computerized program to manage water distribution at the bulk level via internet.

Currently, PWA is revising the bulk water tariff in order to restore the financial equilibrium of the WBWD in the near future. Furthermore, PWA seeks to increase the debts collection rate from service providers. Currently, PWA is developing the transitional period regulation for the rehabilitation of the WBWD and the establishment of the NWC.

Regional Water Utilities establishment: The establishment of Regional Water Utilities (RWU) is considered a priority for Palestinian Water Authority (PWA); as there are more than 300 institutions responsible for providing water and sanitation services to citizens of which, the vast majority suffers from major problems.

Currently, PWA is developing a roadmap for the establishment of RWUs based on a gradual realistic vision to move to RWU, aiming at reducing the large number of service providers at governorate level not to exceed ten.

It is worth mentioning launching design and implementation of a number of programs aiming at supporting the establishment of water utilities, such as Water Security Program funded by the World Bank, the NEXUS Program funded by EU and AfD, as well as project for

strengthening the Capacity Building of Water Service Management in Jenin Municipality by JICA.

Palestinian Water Authority: The Palestinian Water Authority (PWA) is currently working on the rehabilitation of the West Bank Water Department (WBWD) and the establishment of the National Water Company (NWC), and seeks to reduce the large number of service providers through the establishment of Regional Water Utility (RWU).

During the last period, PWA developed Strategic and Implementation Plan for the Water Sector 2017-2022, and a number of policies, strategies, and strategic plans at the water sector level.

PWA has also completed the preparation of a set of regulations such as a unified regulation for water and sanitation services tariff and services connection fees, Regional Water Utilities establishment regulation, wells drilling license regulation, groundwater abstraction regulation, and other regulations.

Internally, PWA is working on the development of its internal system. Whereas, PWA has developed its standard operation procedures, prepared a computerized information system for managing and monitoring contracts and projects, laboratory information management system for water quality, and water distribution information system for bulk water

PWA Strategic Plan

Since it was established in 1996, PWA has been diligently working on securing the Palestinian water rights and expanding the water provision services to cover all Palestinian communities through implementing many water and wastewater projects with a firm belief that water is an indispensable component of the Palestinian economic, social and political fabric.

PWA has developed its strategic plan and implementation plan for 2016-2018 for implementing its mandate in developing the Water Sector. The Strategic plan was developed in line with the Palestinian Government vision for the establishment of an independent Palestinian state and in harmony with the government's sectorial plan and in compliance with the new water law No 14.

Considering the development and progress in the Water Sector, PWA seek to secure local technical assistance services to develop PWA Strategic Development Plan (SDP) and Implementation (Business) Plan (IP) for 2019- 2021.

2. Objectives

The primary objectives of the proposed technical assistance are:

To prepare for the Palestinian Water Authority a Strategic Development Plan that includes corporate and development plan for the coming 3 years considering the new Water law, Water Sector Policy and Strategy, Legal and Institutional Framework. In addition to an Implementation (business) Plan considering PWA priorities;

At the end of the Consultancy Service:

1. A number of sessions have been held, to produce the SDP for the next 3 years, and IP for 2019-2021 by PWA staff for PWA; under full guidance of the expert;
2. The understanding, knowledge and skills of the PWA involved staff have been significantly increased in developing, implementing, monitoring and updating SDP and IP.

3. Tasks

The Expert shall carry out the following list of tasks:

1. To be aware of the related available literature, and review and discuss with PWA counterparts relevant documents including:
 - a. Review the Water Sector Policy and Strategy 2012-2032
 - b. Review the PWA Strategic Plan and Implementation Plan 2016-2018
 - c. Review Water Sector Strategic Plan and Action Plan 2017-2022
 - d. Review the New Water Law
 - e. Review PWA new Organization Structure, Development Plan, and Job Description (draft)
 - f. Review PWA Business Plan Manual.
2. Develop SDP and IP for PWA: This assignment shall include developing PWA SDP for the next 3 years considering the new Water Law, Water Sector Policy and Strategy 2012-2032, and the new Institutional and Legal Framework and shall identify needed investment programs. Furthermore, it shall include an Implementation Plan.
 - a. Enhance the team spirit and coordination in the PWA senior management team, and enhance horizontal communication and coordination between PWA departments;
 - b. Prepare and implement a number of meetings inside PWA and one or two workshop(s) ((to be identified and agreed with the PWA during the inception phase) with relevant PWA managers and involved staff to, among other things; (i) review and re-identify PWA vision, mission, values, strategic objectives, (ii) conduct SWOT analysis and identify strengths, weaknesses, opportunities and threats, (iii) Identify areas of development including performance indicators and expected results and, (iv) identify investment programs including cost estimates for each activity and total budget.
 - c. Develop a draft Strategic development plan for the next 3 years considering the Business Plan Manual. Reflect comments raised in workshops and written comments and develop Final PWA Strategic Development Plans in full coordination with PWA staff.
 - d. Develop a draft Implementation (business) plan for 3 years. The IP shall depend on the identified investments programs of the SDP. The Consultant shall work with the departments and identify the activities and tasks that should be done and highlight, beside other needed issues, capacity building needs and consultancy services. The IP shall include main activities that should be done daily weekly, and monthly against performance indicators and expected time of effort and budget with RACI ROOBRIX (or equivalent tool) .Furthermore the Implementation Plan shall include (but not limited to) needed programs, Budget and fund raising Plan. The Expert is to reflect comments raised during workshops and written comments and develop Final Implementation plans in full coordination with PWA Units and Departments considering the proposed organization structure based on defined priorities.
 - e. Allow the close involvement of the managers and staff of the PWA and prepare and conduct counselling and training (during the mentioned sessions and workshops) for the above activities.

The Expert will prepare and organise the work according to the following tentative schedule of tasks. Confirmation of the schedule will be done based on agreement between the Expert, PIU and PWA counterpart. Furthermore, the Expert shall prepare and present a proposed plan that

shall include details of how the Expert intends to complete his work including a proposed timetable of meetings, and workshops. The plan shall include a proposed detailed layout, content and format of the deliverables to be agreed with the client.

| Tasks | Months | | |
|--|--------|---|---|
| | 1 | 2 | 3 |
| 1. To be aware of the related available literature | | | |
| 2. Develop SDP and IP for PWA | | | |
| a. Enhance the team spirit and coordination in the PWA senior management team | | | |
| b. Prepare and implement a number of meetings inside PWA and one or two workshop(s) | | | |
| c. Develop a draft Strategic development plan for the next 3 years considering the Business Plan Manual. | | | |
| d. Develop a draft Implementation (business) plan for 3 years | | | |
| e. Allow the close involvement of the managers and staff of the PWA and prepare and conduct counselling and training for the above activities. | | | |

4. Target groups

Around 55 staff in West Bank and Gaza are expected to participate in the development of the Strategic Plan and Implementation Plan , comprising:

- 12 Senior managers (Head, Deputy Head and General Directors and Acting General Directors);
- 47 Middle managers (Directors).

5. Duration of the Assignment and Level of Efforts

The indicative duration of the assignment is 3 months approximately from March until the end of June 2019. The estimated efforts for the assignment/man-month is 4 man-month. However, it is the responsibility of the Expert to estimate the required input to successfully complete the assignment and agree with the client on it.

6. Reporting and outputs to be achieved

The Expert will prepare, produce and/or submit the following outputs:

1. Inception Report (week No 2)
2. Draft Strategic Plans for PWA in full coordination with PWA for the next 3years upon conducting several sessions (workshops) (with satellite link to PWA in Gaza) (week No 5);
3. Final Strategic Plan for PWA for the next 3 years (week No 7);
4. Draft Implementation Plans for PWA in full coordination with PWA for 3 years upon conducting several sessions (workshops) with satellite link to PWA in Gaza(week No 9);
5. Final Implementation Plan for PWA for 3 years (week No11);
6. At least one training session at the beginning of the assignment to increase the understanding, knowledge and skills of the PWA managers regarding the need and usefulness of Strategic Plan, its main concepts, how to produce it and how to monitor its implementation;

7. Final Report (week No12).

7. Beneficiary Country and Contracting Authority

The beneficiary country is Palestine. The Executing Agency for the Project will be the PWA who will follow the day to day business. The Contracting Authority is the Palestinian Water Authority.

8. Services, and Facilities to be made available to the Expert by the Client

- The client will provide at the PWA facilities in Ramallah & Gaza meeting room for meetings (with needed facilities) upon prior notice. This will be provided free of any costs to the Expert. The Expert will work closely with the relevant PWA staff.
- The client will provide meeting room for workshop outside PWA upon prior notice and agreement. This will be provided free of any costs to the Expert.
- The client will not provide office space, furniture or related services in West Bank or Gaza.
- The client will make available to the Expert at the start of the TA all relevant documents mentioned in the TOR.

9. Management arrangements

The expert will be technically responsible for the preparation and implementation of the assignment to PWA nominated representative. The expert will be contractually and administratively responsible to the PWA nominated representative in Ramallah.

10. Contracts Type and Payments Schedule

The contract for this consultancy service is a lump Sum.

The payments scheduled will be as follows (Reference to section 6 of the ToR):

- First payment: 10% of the contract price upon the submission of the Inception Report (output # 1 & 6) acceptable to PWA;
- Second payment: 35% of the contract price upon conducting workshops and submission of Final Strategic Plan (Output #2, 3) acceptable to PWA;
- Third payment: 35% of the contract price upon conducting workshops and submitting the Final Implementation Plan and Final Report (Output #4, 5& 7) acceptable to PWA.

11. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

5.1. Personnel

The consultant will mobilize a coherent, dynamic and organized professional team of experts with strong experience in similar assignment to undertake the planned activities. The consultant shall consider gender equality and provide the qualifications and experience of each specialist to be assigned for the activities in the scope of work. For each specialist, curriculum vitae shall be provided setting out the relevant experience and employment record.

All local specialists should have a good knowledge of written and spoken English. The services have to be provided primarily in Palestine, west bank and Gaza; home-based work shall be accepted to a limited extent.

5.1.1. Key experts

All experts play crucial roles in implementing successfully the contract are referred to as key experts. The expected qualifications, experience and responsibilities are stated below:

| Key expert | Expected Qualification, experience & competencies | Responsibilities |
|--|--|--|
| 1. Team Leader: Strategic Planning Expert (National) | <ul style="list-style-type: none"> • Advanced university degree in strategic planning or relevant fields in the area of, public policy, development studies, or national resources management from a well-recognized university. • Five years' professional experience in strategic planning and management with at least experience in conducting similar two assignments. • Demonstrated experience in working with government partners and other stakeholders in public sector. • Strong record & experience in development programs especially in the area of strategic development and preparation of implementation plan. • Proven organizational, interpersonal and communication skills needed for effective team management and coordination. • Excellent analytical thinking skills and commitment to deliver high quality output. • Strong understanding of the Palestinian water and sanitation Sector • Excellent Linguistic skills in English & Arabic including: writing, editing and verbal skills. • Excellent computer skills | <p>The primary responsibility will be to manage, coordinate, monitor and lead the team in the implementation of the assignment. He/she will be act as a focal person who is responsible of direct communication and accurate reporting to the PWA-G-PCU.</p> |
| Water expert (National) | <ul style="list-style-type: none"> • Advanced university degree in Water or other relevant discipline from a well-recognized university. • Minimum five years of progressively responsible professional work experience in the water sector. • Excellent knowledge of the national water & wastewater sector. • Works collaboratively with colleagues to achieve the planned goals. • Strong communication & organizational skills. • Excellent English language writing, editing and verbal skills. • Excellent computer skills | <p>A member of the multi-dispensary team who is responsible of implementing the assignment according to the TOR.</p> |