



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

THE FRENCH DEVELOPMENT AGENCY (AFD)

**REQUEST FOR EXPRESSIONS OF INTEREST
(CONSULTING SERVICES - FIRMS SELECTION)**

Country: State of Palestine

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

Project ID No.: P117449

Grant No: AFD - CPS 1049

Assignment Title: Technical Assistance to the Municipality of Hebron

Reference No: PWA/AFD/2016/057

The *Palestinian Water Authority (PWA)* has received a financing from the French Development Agency (AFD) and the European Union, under AFD Financing Agreements No. CPS 1049 01 H – 02 J, and intends to use part of the funds thereof for payments of a Technical Assistance (TA) under the *Hebron Regional Wastewater Management Project* that includes the construction of a Regional Wastewater Treatment Plant south of Hebron.

The main objective of the 3 years TA is to support the Hebron Municipality in becoming a municipal utility, with a strategic objective to become a regional utility, in line with the national policy of the sector reform.

The TA is expected to develop the water and wastewater sector in Hebron City and enable the Municipality to provide sustainable services to the inhabitants in line with local and national policy agendas. The **specific objectives** of this TA are three-fold:

- A. Support Hebron Municipality in establishing a viable water and wastewater utility.
- B. Prepare Hebron Municipality and the new Utility to operate and maintain water and wastewater facilities including the Wastewater Treatment Plant.
- C. Provide quick gains that show tangible services improvement

The requested technical assistance will need to perform assessments, produce quality tools, plans and other outputs. However, the technical assistance needs to focus on improving the service provision of water and wastewater service by Hebron Municipality.

Based on the above mentioned objectives, the following tasks have been identified in the following areas of intervention:

- **Institutional and organisational assistance: Support Hebron Municipality to establish a viable Water and Wastewater Utility**
 - Task 1: Establishing the institutional and organizational framework
 - Task 2: Building a business plan and a performance based system
 - Task 3: Assistance in implementation of a tariff reform
 - Task 4: Organising and implementing a training programme
- **Upgrade of Operation and Maintenance service: Prepare Hebron Municipality and the new Utility to operate and maintain water and wastewater facilities including the Wastewater Treatment Plant**
 - Task 5: Improving key operational issues
 - Task 6: Improving billing and collection schemes
 - Task 7: Feasibility Study of Industrial Effluents Management Scheme
- **Provide “Quick Gains” that show tangible services improvement**
 - Task 8: Information, Education & Communication campaign
 - Task 9: Small works, equipment and software
- **Prepare for the future**
 - Task 10: Preparation of additional studies ToRs

The Central Tendering Department now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Services described above. Interested consultants must provide information evidencing that they are qualified and experienced to perform those services (brochures, description of similar assignments, experience in similar conditions, availability of appropriate skills among staff, etc.). The short listing criteria are:

1. General experience of the firm.
2. Specific experience of the firm.
3. Availability of appropriate skills among staff and/or the ability to mobilize a diversified team of experts with appropriate knowledge and skills.

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

- contracts size,
- the nature of services (institutional and organizational technical assistance),
- the technical area and expertise (Water and Sanitation management and operation),
- 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 representatives/ partners

No individual CVs are required at this stage.

Eligibility criteria to AFD's financing are specified in sub-clause 1.3 of the "Guidelines for the Procurement of the 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 (appended to this letter) that can be downloaded from PWA website (www.pwa.ps).

Consultants may associate with other firms in the form of a joint venture or a sub consultancy to enhance their qualifications. Consortium between international and local consultants are encouraged.

Among the submitted applications, PWA will shortlist a maximum of 6 consultants, to whom the Request for Proposals to carry out the services shall be sent.

Interested consultants may obtain further information at the address below during office hours 8:30 to 14:30.

Expressions of interest must be delivered in a sealed envelope to the address below by Tuesday 1st of November, 2016, the latest at 12:00 pm The following statement should be mentioned "Expression of Interest for the Technical Assistance to the Municipality of Hebron".

The address referred to above is:
Attention: Engr. Bassam F. Jaber
Director General
Central Tendering Department
Ministry of Public Works and Housing
2nd floor, Apartment # 9
Um Al Sharaet, Al Ameen Square
Al Bireh, West Bank, Palestine
Tel: + 970 2 296 6006/7
Fax: + 970 2 298 8582
Mobile: +970 56 887 2391
Email: ctd.pal@gmail.com

Central Tendering Department

APPENDIX TO REQUEST FOR EXPRESSION OF INTEREST

(format not to be altered)

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the RFP :
("Contract")

To: **Palestinian Water Authority** ("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 it has entered into with the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our subcontractors. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance.
2. We hereby certify that neither we nor any other member of our joint venture or any of our subcontractors 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 convicted, within the past five years by decision of a court decision, which has the force of *res judicata* in the country where the project is implemented, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of a contract¹;
 - 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 committed serious professional misconduct within the past five years during the procurement or performance of a contract;
 - 2.5) not having fulfilled our obligations regarding the payment of social security contributions or taxes in accordance with the legal provisions of either the country where we are established or the Contracting Authority's country;
 - 2.6) having been convicted, within the past five years by a court decision, which has the force of *res judicata*, of one of the acts mentioned in sections 6.1 to 6.4 below or of any other offense committed during the procurement or performance of an AFD-financed contract;
 - 2.7) being subject to an exclusion decision of the World Bank since 30 May 2012, and being listed on the website <http://www.worldbank.org/debarr>²;

¹ 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 AFD-financed contract.

² 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 AFD-financed contract.

- 2.8) having committed misrepresentation in documentation requested by the Beneficiary as part of the contract procurement procedure.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our subcontractors 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 selection procedure 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 being under common control with another bidder, or receiving from or granting subsidies directly or indirectly to another bidder, having the same legal representative as another bidder, maintaining direct or indirect contacts with another bidder which allows us to have or give access to information contained in the respective bids, influencing them or influencing decisions of the Contracting Authority;
 - 3.4) being engaged in a consultancy 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 a works or goods procurement procedure:
 - i. having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation that are subject of the bid;
 - 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 government-owned entity, 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 procurement and performance of the 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
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who provides a public service, or (iii) any other person defined as a public officer by the national laws of the Contracting Authority, 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 private 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 private 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 subcontractors 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 subcontractors 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 such as specified in the environmental and social management plan or, if appropriate, in the environmental and social impact assessment notice provided by the Contracting Authority.

7. We, as well as members of our joint venture and our subcontractors authorise AFD to inspect accounts, records and other documents relating to the procurement and performance of the Contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of _____

Signature: _____

Duly empowered to sign the proposal in the name and on behalf of³ _____

³ In case of joint venture, insert the name of the joint venture. The person who will sign the proposal on behalf of the members shall attach a power of attorney from all members.