



سلطة المياه الفلسطينية  
Palestinian Water Authority



## STATE OF PALESTINE

### Water Banking and Adaptation of Agriculture to Climate Change in Gaza Project

#### FOR THE BENEFIT OF THE

#### Consulting services for Construction Supervision for Irrigation of 1000Ha for Zone A2&B in Beit Hanoun & Gaza

**(PWA/AFD/2023/028EOI-CTD)**

#### UNDER THE UMBRELLA OF

#### PALESTINE WATER AUTHORITY

#### REQUEST FOR EXPRESSION OF INTEREST (CONSULTING SERVICES –FIRMS SELECTION)

## Water Banking and Adaptation of Agriculture to Climate Change in Gaza Project

### CONSULTING SERVICES FOR

#### (Construction Supervision for Irrigation of 1000Ha for Zone A2&B in Beit Hanoun & Gaza)

#### Expression of interest

The Ministry of finance has received financing from the French Development Agency (AFD) and Green Climate Fund and on basis of the signed on granting agreement delegating PWA as Implementing Agency, so it intends to apply part of the proceeds for the following services:

#### Consulting services for Construction Supervision for Irrigation of 1000Ha for Zone A2&B in Beit Hanoun & Gaza

- The services include: **Construction Supervision for Irrigation of 1000Ha for Zone A2&B in Beit Hanoun & Gaza**. Expected period of works completion is 20 Months. Expected period of this assignment is 22 months in addition to 12 months for the defect liability period DLP. It includes the works supervision of the following activities:
- The construction of mains and sub-mains of the irrigation network covering about 10,000 donums located in Beit Hanoun & Gaza municipalities designated by Zone A2&B. The water networks include all fittings needed to complete the works. The types of pipes are Ductile Iron and HDPE pipes of various diameters, the ductile iron pipes' diameter varies from 700mm to 900mm with an approximate total length of 9,850 MR, and the HDPE pipes' diameter varies from 63 mm to 500 mm of approximate total length 178,450 MR.
- The estimated level of efforts for the assignments: 183-man month.

This Request for Expressions of Interest is open to:

- |                                                      |                                                                              |
|------------------------------------------------------|------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Consulting firms | <input type="checkbox"/> Individual consultants                              |
| <input type="checkbox"/> NGOs                        | <input type="checkbox"/> Joint Venture between NGO(s) and consulting firm(s) |

Eligibility criteria to AFD financing are specified in sub-clause 1.3 of the "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries", available online on AFD's website: <http://www.afd.fr>.

The Applicant shall submit only one application, either in its own name or as a member of a Joint Venture (JV). If an Applicant (including any JV member) submits or participates in more than one application, those applications shall be all rejected. However, the same Subconsultant may participate in several applications.

If the Applicant is a JV, the expression of interest shall include:

- a copy of the JV Agreement entered into by all members,
- or

- a letter of intent to execute a JV Agreement, signed by all members together with a copy of the Agreement proposal,

In the absence of this document, the other members will be considered as Subconsultants.

Experiences and qualifications of Subconsultants are not taken into account in the evaluation of the applications.

Interested Applicants must provide information evidencing that they are qualified and experienced to perform those Services. For that purpose, documented evidence of recent and similar services shall be submitted.

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

- The construction supervision contracts for similar projects (2 similar contracts).
- The nature of the Services: “supervision of construction works (red book)”,.
- The technical area and expertise: “ construction of irrigation networks, construction of water facilities, water wells, reservoirs, pumping and piping facilities”,
- The location: at least one of the two similar projects should be in Mediterranean countries, Palestine especially Gaza is an advantage.

Due to the security risk in the areas where the Services are to be performed, the evaluation of Expressions of Interest will verify that the applications meet the following criteria:

- The Applicant has set up internal security management procedures: it shall provide a description of its monitoring system and crisis management system.
- The Applicant shall describe its standard preparation process for departure on assignment in sensitive areas, and shall attach documents proving its implementation (service orders with related instructions, certificates of awareness-raising or training actions, etc.).

An application that does not meet any of these requirements will be rejected.

The PWA will prepare a short list of maximum six candidates to be pre-selected based on the expressions of interest received to whom it will send a Request for Proposals to perform the services.

Expressions of interest must be delivered to the address (2) below in person, or by e-mail on or before 22/05/2023 at 12:00 midday.

<p><b>Address 1: For Information</b>          Palestinian Water Authority:          Al Rasheed Street, Opposite Chalets Resort, VIP Building, 5<sup>th</sup> floor; Gaza City, Palestine,          Attn: Eng. Sadi Ali          PMU General Director          Tel: +972-8-264-4071, Fax: +972-8-264-4072          E-mails:          Addressed to <a href="mailto:Sali@pwa-gpmu.org">Sali@pwa-gpmu.org</a>  <a href="mailto:s-elhusseini@pwa-gpmu.org">s-elhusseini@pwa-gpmu.org</a>          Insert in CC:<a href="mailto:ctd@mpwh.pna.ps">ctd@mpwh.pna.ps</a></p>	<p><b>Address 2: For Submission</b>          Ministry of Public Works and Housing - Central Tendering Department          First floor,          Al Baloua' Street, Bietunia, West Bank, Palestine          Attn: Eng. Fatima abo Ghaboush Acting Director General          Fax: + 970 2 290 9092 Mobile: + 970 594277566          E-mail: <a href="mailto:ctd@mpwh.pna.ps">ctd@mpwh.pna.ps</a></p>
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**APPENDIX TO THE REQUEST FOR EXPRESSIONS OF INTEREST  
(TO BE SUBMITTED WITH THE APPLICATION, SIGNED AND UNALTERED)**

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

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

To: \_\_\_\_\_ (The "Contracting Authority")

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

- 2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
- 2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
- 2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
- 2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
- 3) We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
- 3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
- 3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
- 3.5) In the case of procurement of goods, works or plants:
- i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
  - ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

- 4) If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
- 5) We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
- 6) In the context of the procurement process and performance of the corresponding contract:
  - 6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
  - 6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
  - 6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
  - 6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
  - 6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
  - 6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
  - 6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including

the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

- 7) We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of: \_\_\_\_\_

Signature:      Dated: