Request for Proposals

RFP No PWA/ADA/2025/028-CTD

Palestine, West Bank

Consultancy Services for Electromechanical and hydrological assessment works for West Bank ground water wells

Austrian Development Agency (ADA)

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

August 2025

CONTENTS

دولـــة فلســطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

Section 1.Letter of Invitation

Bid invitation No.: PWA/ADA/2025/028-CTD

Employer: Palestinian Water Authority

Project Name: Consultancy services for electromechanical and hydrological assessment works for West Bank ground water wells.

1. The Palestinian Water Authority (PWA) (hereinafter called "Client") has received financing (hereinafter called "the funds") from the Austrian Developing Agency (ADA) toward the cost of consultancy services for electromechanical and hydrological assessment works for West Bank ground water wells
2. **All consultants and engineering firms registered with the Engineers Syndicate - Jerusalem Center, who are classified and meet the conditions of this tender, are invited to participate. Please note that the qualifications required for the winning consultant are specified in the Request for Proposals (RFP) document.**
3. **Interested consultants may review the Request for Proposals (RFP) document through the Unified Portal for Public Procurement. They may also obtain additional information from the Palestinian Water Authority.**
4. 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.

5. The PWA, now invites eligible consulting firms having relevant experience to perform the service to collect the request for proposal documents starting from August 28, 2025 during the working hours between 9:00 am to 2:00pm from the address mentioned below and upon payment of a non-refundable fee of **200 NIS** (Two hundred shekels). The method of payment will be Bank Deposit to the PWA account number Bank of Palestine, Palestine, Account **No.: 219000/79**.
6. **Site Visit and Pre-Bid Meeting**: A pre-proposal conference will be held on **16/09/ 2025** on **11:00AM** in the PWA. The last day for receiving inquiries is **18/09/2025** to the email address Email: raed_sf@yahoo.com.
7. A consultant will be selected in accordance with the **Consultant's Quality and Cost-based Selection (QCBS)** method set out in the Procurement Regulations.
8. **Proposal Security Guarantee Declaration:** Every proposal must be accompanied by a Proposal Security Guarantee Declaration according to the form included in the document.

9. Late bids will be rejected; Bids must be delivered to the PWA (Sealed envelope) at the address shown below on or before 12:00pm local time on **Sunday 28/09/2025**. The envelope must contain two sealed envelopes, one for technical and the other for financial. Technical proposals will be opened in presence of the consultants interested into participating.

Address 1: For Information	Address 2: For Submission
Palestinian Water Authority Address: PWA offices Kamal Nasir Street, Al Masayef, Ramallah, West Bank, State of Palestine Tel: +972 2 2987665 Fax: +972 2 2987336 Mobile: + 970 599814065 Email:rsawaftah@pwa.ps, raed_sf@yahoo.com	Ministry of Public Works and Housing Central Tendering Department First floor, Beside to Coca Cola Company, Bitounia - Al-Balou' Street (Alm'abar) West Bank / Palestine Attn: Eng. Taher Abu Shamleh Acting General Director Fax: + 970 2 2909092 E-mail: ctd@mpwh.pna.ps tabushamlah@mpwh.pna.ps

Note: All expenses related to advertisement shall be paid by the winner consultant.

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.

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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.

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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 party[2];

(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 obligation[3];

(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 party[5];

(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 theDonor 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

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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

State of Palestine
Palestine Water Authority
دولة فلسطين
سلطة المياه الفلسطينية

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.

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

(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

State of Palestine
Palestine Water Authority

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

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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

State of Palestine Palestine Water Authority 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 x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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.

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.

State of Palestine
Palestine Water Authority
سلطة المياه الفلسطينية

Section 2. Instructions to Consultants

DATA SHEET

Paragraph Reference	
	Name of the Client: Palestinian Water Authority (PWA) Method of selection: Quality- and Cost- Based selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes but with separate envelop Name of the assignment is: Consultancy Services for Electromechanical and hydrological assessment works for West Bank ground water wells
1.3	A pre-proposal conference will be held: **Yes** Date of pre-proposal conference: **16/09/2025** Time: **11:00AM** Address: PWA offices Kamal Nasir Street, Al Masayef, Ramallah, West Bank, State of Palestine Tel: +972 2 2987665 Fax: +972 2 2987336 Mobile: + 970 599814065 Email: rsawaftah@pwa.ps, raed_sf@yahoo.com
1.4	The Client will provide the following inputs and facilities: • All documents and reports as far as available which could be useful for performing the assignment.
1.6.1 (a)	The Client envisages the need for continuity for downstream work: **No**
1.14	Proposals must remain valid ***90 days*** after the submission date.

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

2.1	Clarifications may be requested not later than **18/09/2025** The address for requesting clarifications is: PWA and theEmail: raed_sf@yahoo.com.

	And cc to: **ctd@mpwh.pna.ps**
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: 6 man-months
3.4	The format of the Technical Proposal to be submitted is: FTP
3.4 (g)	Training is a specific component of this assignment: No
3.7	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 tax exempted and all other requirements needed by the financial DEP in PWA.**
3.8	Consultant to state local cost in the national currency: No **The financial proposal shall be in EURO currency.**
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 or flash Drive). In case of discrepancies, the hard copy original is prevailing.

State of Palestine
Palestine Water Authority
دولة فلسطين
سلطة المياه الفلسطينية

4.5	**The Proposal submission address is:** **Ministry of Public Works and Housing** Central Tendering Department First floor, Beside to Coca Cola Company, Bitounia - Al-Balou' Street (Alm'abar) West Bank / Palestine Attn: Eng. Taher Abu Shamleh Acting General Director Fax: + 970 2 2909092

	E-mail : ctd@mpwh.pna.ps **tabushamlah@mpwh.pna.ps** **Proposals must be submitted no later than the following date and time:** **Sunday 28/09/2025 at or before 12:00 pm**

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

5.2 (a)	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: Points (i) Specific experience of the Consultants relevant to the assignment (with minimum two assignments in water, energy, agriculture studies such as nexus, master plans and feasibility studies: [10] (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: a) Technical approach and methodology [*20*] b) Work plan [*5*] c) Organization and staffing [*5*] Total points for criterion (ii): [*30*] (iii) Key professional staff qualifications and competence for the assignment: a) [Project Manager (Ground Water/ Hydrogeologist/Electrochemical)] [*15*] b) [Ground Water Expert/ Hydrogeologist] [12] c) [Mechanical Engineer (Electro-mechanical)] [9] d) [Electrical Engineer (Electro-mechanical)] [9] e) [Structural/ Civil Engineer] [4] f) [Hydraulic Engineer] [4] g) [GIS Engineer] [5] h) [Financial Expert/ Economist] [2] Total points for criterion (iii): [*60*] 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: 1) General qualifications [*10%*] 2) Adequacy for the assignment [*80%*] 3) Experience in region and language [*10%*]

	Total weight: 100%
	The minimum technical score St 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: Sf = 100 x Fm / F, in which Sf is the financial score, Fm 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
6.1	Expected date and address for contract negotiations: Last week of ****, at the PWA offices specified in paragraph 1.3.
7.2	Expected date for commencement of consulting services: ***

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سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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.

State of Palestine
Palestine Water Authority

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: ______________________________

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سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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.]

دولـــة فلسطـيـن
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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 Nº 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):	Nº 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.

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سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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.*]

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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) <u>Technical Approach and Methodology.</u> 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) <u>Work Plan.</u> 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) <u>Organization and Staffing.</u> 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

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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Palestine Water Authority
State of Palestine

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.*]:

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سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

From [*Year*]: ______To [*Year*]: __________

Employer: ___________________________

Positions held: _______________________

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

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: ______________________________

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

FormTECH-7: Staffing Schedule[1]

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.

ull time input
art time input

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سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

FormTECH-8 Work Schedule

N°	Activity[1]	Months[2]												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

Form TECH-9
Bid-Securing Declaration

[The Consultant shall fill in this form according to the instructions indicated in brackets]
Date: *[Insert date]*
RFP Name and Number: *[Insert name and number]*
To: *[Insert full name of Procuring Entity]*
We, the undersigned, declare that:

- We understand that, according to your conditions, the proposal must be supported by a Proposal-Securing Declaration.

- We accept that we will automatically be deemed ineligible for bidding in any contract with any Procuring Entity, in accordance with the Sanction Procedures for a period of time of *[Insert the duration]* starting on *[Insert start date]*, if we are in breach of our obligations under the RFP conditions, because we:

1. have withdrawn our Proposal during the period of Proposal validity specified in accordance with the Data Sheet; or

2. having been notified of the acceptance of our Proposal by the Procuring Entity during the period of Proposal validity:

a failed or refused to furnish the Performance Security, in accordance with the ITC; or

b failed or refused to sign the Contract

- We understand this Proposal-Securing Declaration shall expire if we are not awarded the Contract, upon the earlier of:

a. our receipt of your notification to us that the Contract has not been awarded to us; or

b. twenty-eight days after the expiration of our Proposal.

Signed: *[Insert signature of the person whose name and title are shown below]*

Name: *[Insert full name of the person authorized to sign the Proposal-Securing Declaration]*

Title: *[Insert legal status of the person authorized to sign the Proposal-Securing Declaration]*

Duly authorized to sign the Proposal for and on behalf of: *[Insert complete name of the Consultant]*

Dated on: *[Insert date by day, month and year]*

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Inserttitle 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 figures*[1]] **Euro, excluding VAT**. 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 below[2]:

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 paid by us to agents relating to this Proposal and Contract execution.

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

Form FIN-2: Summary of Costs

Item	Costs			
	[Indicate Foreign Currency # 1][1]	*[Indicate Foreign Currency # 2]*[1]	*[Indicate Foreign Currency # 3]*[1]	*[Indicate Local Currency]*
Total Costs of Financial Proposal [2] **The price in Euro excluding VAT.**		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.

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

Form FIN-3: Breakdown of Costs by Activity[1]

Group of Activities (Phase):[2]	**Description:**[3]			
________________________ ________________________	________________________ ________________________			
Cost component	**Costs**			
	[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.

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

Form FIN-4: Breakdown of Remuneration[1](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*]
Local Staff		
		[*Home*] [*Field*]

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.

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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°	Description[1]	Unit	Unit Cost[2]
	Per diem allowances	Day	
	International flights[3]	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	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 address[6]]*.

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.

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سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

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: ____________________

دولة فلسطين
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Palestine Water Authority
State of Palestine

Section 6. Term of Reference

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سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

TERMS OF REFERENCE (TOR) FOR CONSULTANCY SERVICES FOR "ELECTROMECHANICAL AND HYDROLOGICAL ASSESSMENT WORKS FOR WEST BANK GROUND WATER WELLS "

INTRODUCTION

Background

The Institutional Support Programme (ISP) assists the Palestinian Water Authority (PWA) "to fulfil its mandated as per the Water Law 2014 through strengthened and effective institutional capacities in the areas of strategic planning, policy formulation, coordination, monitoring, reporting, and resource mobilization.

Over three years, the intervention will contribute to putting an "effective institutional framework in place for improving water security and sustainable management of water and wastewater services in Palestine through a humanitarian-development-peace nexus approach.

The water sector receives support from various donors to facilitate essential infrastructure developments, considering the diverse range of contributors involved. The program aims to support further institutional development of the PWA.

Over the past decade, the water sector has undergone comprehensive reform, culminating in the adoption of a new Water Law in 2014. This law introduced a clear distinction between policy and regulatory functions, a departure from the PWA previous role encompassing both domains since its inception. Under the restructured framework, the PWA has taken on all ministerial functions, including policy and strategy formulation.

As per the Water Law (14) Article (8), the Palestinian Water Authority (PWA) is mandated amongst others to develop water policies, and strategies as well as management of all water resources including groundwater. Moreover, it is the PWA responsibility to protect ground water from pollution, issue licenses, set regulation on extracted quantities and even stop extraction in cases of pollution and other threats, etc. Furthermore, the PWA bylaw is obliged to monitor and inspect groundwater wells.

The National Water Company as a bulk supplier is responsible for operating wells and extracting and transporting groundwater to its beneficiaries conditionally receiving a licences from the PWA.

Regarding private wells, the law allows private sector to own groundwater wells either new or old wells subjected to licensing by the PWA. The private sector shall comply with the PWA regulations in regards to the extraction limits and qualities. The license shall be periodically renewed by the PWA.

According to the updated National Water and Wastewater Policy and Strategy for Palestine 2019 (later called "the Strategy"), Palestine relies mainly on groundwater for water supply. The West Bank extracts groundwater from three main aquifers that are western, eastern and north-eastern. Extraction from these aquifers was around 109 MCM in 2022 via the existing ground water wells. The PWA strategic plan is to increase abstraction by around 44 MCM per year in 2030 through drilling new wells and utilization of the existing private/ agricultural wells via transferring them to domestic use.

Under the ISP, the ADA and PWA tend to hire an experienced consultancy firm to conduct a thorough hydrological and engineering assessment of all the existing ground water wells in the West Bank.

Status Quo of the Project Area

The project should cover the whole West Bank as illustrated in Figure 1.

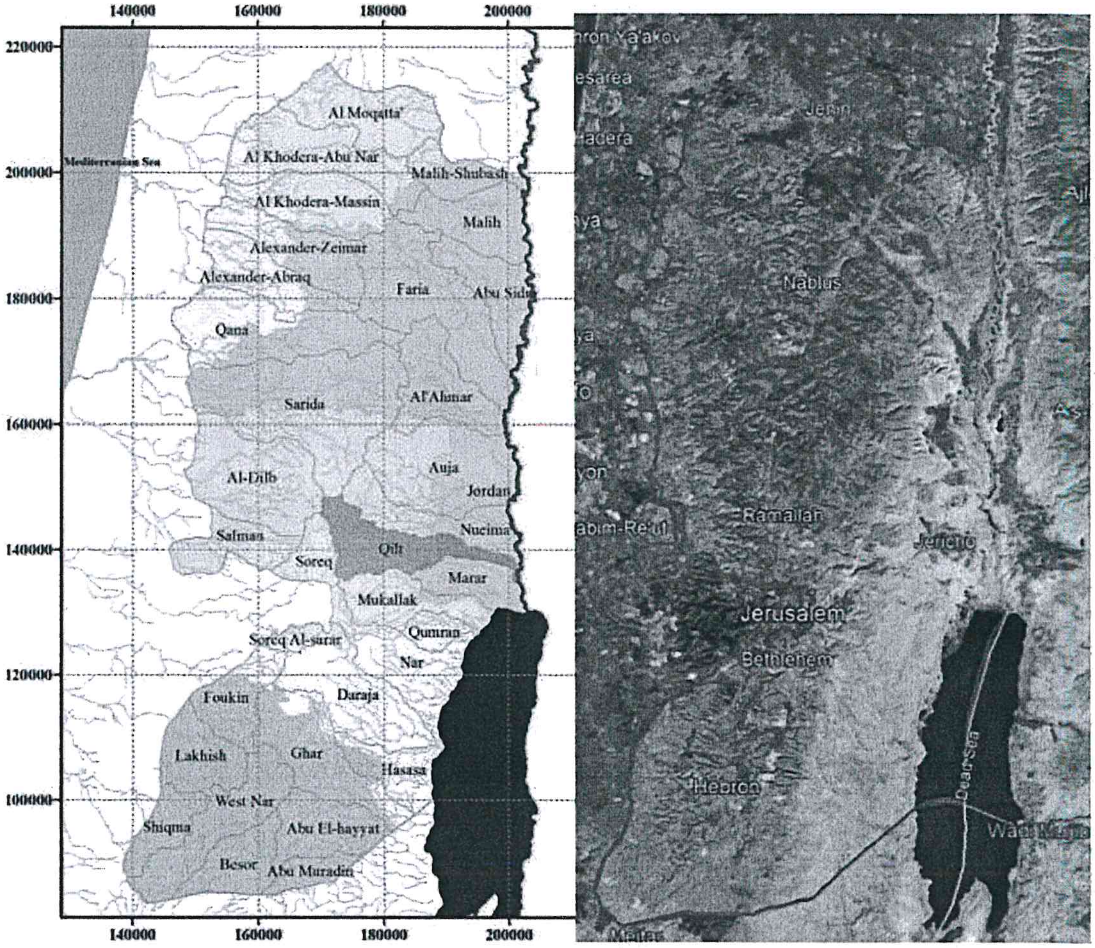

Figure 1 Project Area

As per PWA available data, there are few hundreds of ground water wells in the West Banks classified as domestic, agricultural, exploration, tourist, monitoring, etc. in terms of use and municipal, private, PWA, etc.

In terms of location, most of the wells are located in the northern and north eastern governorates (Jenin, Tulkarem, Nablus, Tubas, Salfeet and Jericho). In terms of ownership, around 50 are municipal, 29 WBWD, 10 under Mekorot name, and the rest are private. As status, there are a significant number are either not working, abandoned, not drilled, or replaced wells.

This study targets the private and municipal wells only.

THE MAIN OBJECTIVE OF THE CONSULTANCY SERVICE

To generate a detailed assessment of all the existing groundwater wells in the West bank including but limited to hydrogeology, civil works, electromechanical works, water quantities/ abstraction, quality, ownership, etc. Besides, the assignment aims to generate a needs matrix, rehabilitation/ refurbishment/ action plan and an implementation plan with costs.

Only private and municipal wells are targeted in this study.

SPECIFIC OBJECTIVES

The specific objectives of the consultancy services inter alia:

1. Collect and assess the existing information/ data with the PWA related to the groundwater wells database, previous studies, etc. Gaps in the information shall be identified.
2. Conduct site visits to all the sites to update the available data with actual information from the site such as ownership, name of the owner/s, status quo of the well (e.g., functional, abundant, malfunction, licensed, not licensed, dry, etc.)
3. Assess all the civil works including buildings, site arrangement, etc.
4. Assess all electromechanical works such as pumps (type, data sheet, brand, status, piping and fittings, flow meters, etc.), motor (type, data sheet, power, status, etc.), power source (generator, grid, PV, metred/ unmetered, etc.), electrical and control panels, cables, protections, chlorination units, booster pumps, spare parts, others.
5. Assess the well's Hydro-geological such as hydrogeological conditions, hydrogeology of the site and surrounding region, analysis of the well operation history, drilling date, water level during the past years, yield, pumping setting, cleaning requirements, well diameter and casing diameter, casing level, study last available geophysical logging and video survey recording done, Acidization and acid displacement done, last well disinfection, transformers, VFDs, etc.
6. Asses well's environmental aspects in accordance to its location and nearby water contamination sources, any other environmental aspects necessary.
7. Mapping of all nearby wells even if not included in the available database and assess their interlinked effects.
8. All collected data and assessments shall be documented in a well prepared database and document.
9. Prepare a comprehensive assessment and needs document to be used as a base for the PWA future interventions and planning.
10. Prepare detailed interventions to fix the legal status of the wells as well as it is physical conditions. Furthermore, propose measures to tackle any pollution threats and treat polluted water to maximise the benefits.
11. Generate cost estimates for the proposed interventions, action and implementation plans for the coming 30 years.

Main Activities

Below are the main foreseen activities, the Consultant shall in its proposal and schedule add any activities deemed necessary to achieve the main objectives of the study. Any activities believed to be necessary after the award of the contract shall not be a base for any claim.

Task 1: Data Collection and Review

The Consultant must familiarize himself with the situation within the project area. The Consultant shall collect and review all previous studies and strategies related to groundwater wells, assessment of ground water wells, assessment and control of pollution of groundwater, licenses, historical extractions, ownership documents, water quality tests, hydrogeological studies, assessments done by the PWA and other institutions, GIS databases, etc. available at the PWA premises. This comprehensive review shall include verification of data accuracy and consistency. The Consultant shall identify any gaps or discrepancies or missing information in the available data that must be clearly documented. Proposal to bridge these gaps shall be provided in the inception report, and measures to bridge them besides the required site visits.

Task 2: Inventory of the Existing Ground Water Wells

The Consultant shall conduct site visits to all the existing ground water wells in the West Bank and collect all information from the site such as but not limited to:

1. Geographical location of the well (tentatively X, Y, Z), city/ village, land parcel and block, others deemed necessary. Also, the land use (residential, agricultural, industrial, etc.) surrounding the well site shall be documented.
2. Nearby ground water wells even if not listed in the available data, their coordinates, ownership (if not in the database). If the well is not in the database, it shall be tagged so and its data shall be collected similar to others in the database.
3. Ownership (name and contacts of the owner/s and current Operator)
4. Legal status (license)
5. Historical extractions and current yield
6. Water uses (domestic, industrial, agricultural, exploration etc.) and shares as possible.
7. Water quality data, if available. At least one sample shall be collected for testing by the PWA laboratory. The test results shall be used to verify data available with the PWA.
8. Existing Buildings: pump room, reservoirs, chlorination room, electrical and control room, etc. inside the site and other civil works including their status, age and type (e.g., concrete building, steel structures, shed, canopy, etc.)
9. Hydro-geological/Well data such as depth, borehole and casing diameter and depth, drilling data, current yield (seasonal if available), historical yield data, water level (past and current), and all information needed to conduct the required Hydro-geological assessment.
10. Mechanical equipment and their status (functional, malfunctional, defected, etc.) such as well pump and motor, wellhead equipment and fittings, piping, control devices, flow meters, chlorination units, booster pumps, etc.
11. Electrical and control equipment and their status such as control panels, cables, instruments (control and monitoring), source of power and its status, transformers and all other information deemed necessary for the assessment.

12. All other data and information required for detailed and thorough assessment of the well.

Task 3: Assessment of the Groundwater Wells

Using the above inventory and collected data, the Consultant shall conduct comprehensive and detailed assessment/ diagnosis for all the wells including the ones identified on the site and does not exist in the available data/ information. The assessment shall include amongst others:

1. Assessment of the legal status of each well
2. Structural and Civil Assessment that tackles all buildings and structurers on the site of each well. The assessment shall identify major shortfall in the structural and civil such as cracked, subjected to structural failure buildings, worn out concrete and steel elements including pipe and fittings supports, cracked concrete and asphalt pavements, etc.
3. Hydro-geological that shall handle hydro-geological conditions of all the wells and their surrounding region. The assessment shall check the historical data of the well detailed above and identify any decay in the well performance, yield, quality, water level, etc. and explore the possible causes such as but not limited to excessive withdrawal, deterioration in and inadequacy of the well casing or corrosion, collapses, fouling and scaling, surrounding sources of pollution, etc.
4. Mechanical equipment assessment that covers all the mechanical equipment exist in the well's site starting from the well pump up to the main transmission system. The assessment shall include mechanical and physical condition of the equipment such as among others, of the well and booster pumps, deterioration of the equipment due to age, maloperation, corrosion, abrasion, cavitation, overheating, operational problems, etc.
5. Electrical equipment assessment that covers all electrical and control equipment such as deterioration of the equipment and devices due to age or low capacities, inadequate power supply or fluctuations, overheating of motors, insulation problems, failure of devices such as relays and starters, etc.
6. The Consultant shall provide assessment of any other devices, equipment, structures, etc. that may not be categorized under the above main aspects.

Task 4 Rehabilitation/ Refurbishment Interventions

In light of the previous tasks, the Consultant shall propose interventions required to operate the wells to its full capacity as practical. Some of the foreseen interventions could be licensing of the illegal wells, full replacement of the well borehole casing or cleaning, closure of a few wells that effect on the surrounding wells and reducing their capacity, implementation of protection zones to reduce/ eliminate pollution, replacement of equipment and devices, refurbishment/ rehabilitation of electrical and mechanical equipment, rehabilitation of buildings, fully close the well (if required the investments are not feasible, the well cannot be rehabilitated, etc.), change the location of the well, propose treatment for the water for potable use (if feasible), etc.

All these measures/ interventions shall be presented for each well in a kind of datasheet (could be named Well Datasheet) and costed (CAPEX) at a prefeasibility level. The OPEX shall be also estimated at a prefeasibility level. The generated CAPEX and OPEX shall be used to calculate a unit rate per cubic meter for each well.

The Consultant shall provide a proposal for wells that can be transferred to potable/ domestic use based on cost per cubic meter (generated above), distance from residential areas,

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

expected yield after rehabilitation and water quality.

The Consultant shall prepare detailed action and implementation plans for the proposed interventions. Interventions for the nearby wells or wells with the same works can be merged as one upon agreement with the PWA.

Deliverables

Deliverables shall be presented in both hard and soft copies. All documents shall be in English and as comprehensive as possible avoiding lengthy textbook sections. Each volume shall be introduced by an executive summary (in Arabic and English) consisting of no more than 10 pages.

The reports shall be submitted in four (4) coloured hard, and softcopies (editable PDF and Word). Maps and schematics included in reports must be easily readable. GIS databases shall be submitted in editable format. All softcopies shall be submitted in one folder tagged with the deliverable name, version (draft, final draft, final, etc.) and submission date.

Comments on the deliverables will be provided by the Client within two weeks from the date of submission for the inception report. 3 weeks for the other two reports.

The expected deliverables and timelines are presented below:

Deliverable Name	Brief Description
Inception Report	Shall be submitted **after 1.0 month** from the commencement date. It shall include output of Task 1, updated working schedule, amendments to the methodology or clarifications, project organization and updated staffing schedule, reports, etc.
Assessment and Needs Report	Draft shall be submitted **after 4.0 months** from the commencement date. It shall include the outcomes of Task 2 and 3 with the related GIS Database besides others deemed necessary. Detailed description of the conducted works, collected data and site visits, and detailed assessment of the inspected wells. The geodatabase shall be structured and normalized so all results to any well could be reached through GIS map. Final shall be submitted **before the end of the 5th month.**
Rehabilitation/ Refurbishment Interventions Report	Draft shall be submitted within 5.0 months from the commencement date detailing the proposed Interventions, their costing, action and implementation plans. Final shall be submitted **before the end of the 6th month.**

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

Deliverable Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Inception Report																								
Review																								
Draft Assessment and Needs Report																								
Review																								
Final Assessment and Needs Report																								
Draft Rehabilitation/ Refurbishment Interventions Report																								
Review																								
Final Rehabilitation/ Refurbishment Interventions Report																								

Note: Indicative and not binding. The Consultant shall prepare its own schedule

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

Duration of the Assignment

The assignment shall be concluded within 6.0 (six) months starting from the commencement date addressed in the PWA letter to proceed.

Firm's Qualifications

The Firm shall be classified Grade A in the field of water and wastewater with minimum years of 5 years working in the field. The firm shall provide evidence that it had performed successfully at least two ground water wells assessment studies in the last 5 years besides large scale water and wastewater design studies, feasibility studies, etc. Firms may submit their proposal in joint venture/ association to enhance their qualifications. At least the lead Consultant shall meet the above minimum requirements.

Staffing

Minimum Qualifications

The firm shall provide the below minimum staffing. Other additional staff deemed essential to perform the services and site visits shall be provided in the proposal. If during the performance of the assignment, additional staff are required, they shall be provided without any additional costs.

The firm is encouraged to propose local experienced staff. The key staff shall be available on-site for not less that the half of their inputs except the Project Manager who shall be available on-site for the majority of his input (at least 75%).

At least the key staff shall have an excellent knowledge of oral and written English.

Position		**Qualifications**
		Key Staff
K-1	Project Manager (Ground Water/ Hydrogeologist/Electrochemical)	1. Minimum Bachelor degree in civil engineering/ Hydrogeology/ Electro-mechanical /Electrical/ Mechanical (Masters preferred) 2. Minimum 15 years of total experience 3. Minimum 10 years actual experience in the ground water, design and implementation of groundwater wells. Experience is assessment of groundwater wells is an asset. 4. At least worked in 2 (two) similar projects in terms of scope and size. 5. A least 5 years' experience as a Project Manager/ Team Leader
K-2	Ground Water Expert/ Hydrogeologist	1. Minimum Bachelor degree in civil engineering/ Hydrogeology (Masters preferred) 2. Minimum 15 years of total experience 3. Minimum 10 years actual experience in the ground water, design and implementation of groundwater wells.

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

Position		Qualifications
		Experience is assessment of groundwater wells is required. 4. At least worked in 2 (two) similar projects in terms of scope and size.
K-3	Mechanical Engineer (Electro-mechanical)	1. Minimum Bachelor degree in Mechanical or Electromechanical engineering 2. At least 10 years' total experience with at least 3 years' experience in design and/ or implementation of ground water wells. 3. Experience in assessment of mechanical equipment related to water infrastructures such as wells, pumping stations, reservoirs, etc.
K-4	Electrical Engineer (Electro-mechanical)	1. Minimum Bachelor degree in Electrical or Electromechanical engineering 2. At least 10 years' total experience with at least 3 years' experience in design and/ or implementation of ground water wells. 3. Experience in assessment of electrical equipment related to water infrastructures such as wells, pumping stations, control and monitoring systems, etc.
Non-key Staff		
		1.
N-1	Structural/ Civil Engineer	1. Minimum Bachelor degree in Civil engineering 2. At least 5 years' total experience with at least 1.0 years' experience in designing of structures and civil works for water projects. 3. Experience of at least 1.0 year in assessment of structures and civil works.
N-2	Hydraulic Engineer	1. Minimum Bachelor degree in civil engineering or water engineering 2. At least 5 years' total experience. 3. Minimum 1.0 years' experience in the design water projects.
N-3	GIS Engineer	1. Minimum Bachelor degree in civil engineering or GIS 2. At least 7 years' total experience with experience in handling complex GIS databases (analyses and creation)
N-4	Financial Expert/ Economist	1. Minimum bachelor degree in economics, public finance, or business administration or related fields 2. Experience in working as financial analysist / economist in the implementation of at least two projects in

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

Position		Qualifications
		the field of water and/or wastewater projects and/or studies.

Expected Inputs

The assignment is around 9.0 months in total including review periods. The minimum expected inputs are presented below. If additional inputs from the key or non-key staff are required to fulfil the Consultant's obligations under this terms of reference shall not be a base for any additional cost.

Position		Minimum Input (months)
Key Staff		
K-1	Project Manager (Ground Water/ Hydrogeologist)	6
K-2	Ground Water Expert/ Hydrogeologist	4
K-3	Mechanical Engineer	3
K-4	Electrical Engineer	3
Non-key Staff		
N-1	Structural/ Civil Engineer	2
N-2	Hydraulic Engineer	1
N-3	GIS Engineer	5
N-4	Financial Expert/ Economist	1
	Total	25

The Consultant shall prepare staff mobilization schedule linked to the deliverables and tasks. The total input of each expert/ personnel per task and deliverable shall be clearly indicated.

Evaluation Criteria

The proposal will be evaluated based on the Quality and Cost Based Selection (QCBS) method.

- 80% for Technical Proposal
- 20% for Financial Proposal

The technical evaluation will be evaluated based on:

1. 15% for relevant experience and proven track record in similar projects in terms of scope, size, and complexity.
2. 50% for the quality and adequacy of the proposed methodology, and work plan in responding to the Terms of Reference (ToRs). Weights are:
    - 80% for the methodology quality, structure, sequency of tasks, technical approach and solutions to achieve the goals of the tasks, innovative methodologies, tackling of risks, etc.
    - 20% for the details, logic and coverage of the work plan for all tasks
3. 35% for the qualifications of the key personnel. Weights are:
    - Academic qualifications 5%
    - General Experience 25%
    - Relevant experience 70%

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine

Payment Schedule

Deliverable Name	Payment %
Advance Payment	20%
After the submission and approval of the Inception Report	10%
After the submission and approval of the final Assessment and Needs Report	30%
After the submission and approval of the Rehabilitation/ Refurbishment Interventions Report with all required paper and softcopies (editable), GIS shapefiles, databases, Excel calculation sheets, etc. on the format and structure agreed upon with the Client.	40%

دولة فلسطين
سلطة المياه الفلسطينية
Palestine Water Authority
State of Palestine