

**Technical Assistance to the Program Coordination Unit for Implementation of the Rolling  
Program of Interventions for Additional Supply of Water for the Gaza Strip project**

**(TA-G-PCU) - Phase II**

**Project No.: 2560-00/2018**

**REQUEST FOR PROPOSALS**

**Legal Consultancy Services to Assist the Palestinian Water Authority (PWA) in  
Legal Activities for the Establishment of the National Water Company**

**RFP No.: PWA/ADA/2020/015**

**July 2021**

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## Section 1. Letter of Invitation

Palestine

July 10 , 2021

Dear Mr/Ms:

1.The Palestinian Water Authority (PWA) announces the need to contract a Consultancy Firm to provide “Legal Consultancy Services to Assist the PWA in Legal Activities for the Establishment of the National Water company (NWC)”, through funding from the Austrian Development Agency (ADA), within the project titled “Technical Assistance to the Program Coordination Unit for Implementation of the Rolling Program of Interventions for Additional Supply of Water for the Gaza Strip (TA-G-PCU) - Phase II”.

2. The PWA, now invites eligible consulting firms having the relevant experience to perform the service to collect the request for proposal documents starting from **the PWA Office in Ramallah** during the working hours between 9:00 am to 2:00pm **or from the official PWA website: [www.pwa.ps](http://www.pwa.ps)**.

3. Further information and clarifications can be received from the PWA office on the below address during the working hours between 9:00 am to 2:00pm.

4. The proposals must be submitted in a written form to the PWA office at the below address not later than 12:00 pm on 16 Th August 2021. The received proposals will be selected in accordance with the Quality and Cost Based Selection (QCBS) method.

**Address:**

PWA Office

Palestinian Water Authority

Kamal Naser St. , Al Masayef, Ramallah,

West Bank, Palestine

Att.: Mr. Raed Sawaftah

Procurement Unit\ 6<sup>th</sup> Floor

Tel: + 970 2 2987665

Fax: + 970 2 2987336

Mobile: 0599 814 065,

E-mail: raed\_sf@yahoo.com

Website: www.pwa.ps

6. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Standard Forms of Contract

Section 6 - Terms of Reference

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

Yours sincerely,

Eng. Mazen Ghunaim

Minister

Head of Water Authority

## Section 2. Instructions to Consultants

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

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

**Conflicting activities**

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

**Conflicting assignments**

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

**Conflicting relationships**

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

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

disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

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

**Unfair  
Advantage**

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

**Fraud and  
Corruption**

- 1.7 It is the PWA's 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 PWA-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts.<sup>1</sup> In pursuance of this policy, the PWA:
- (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<sup>2</sup>;
    - (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<sup>3</sup>;
    - (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 party<sup>4</sup>;
    - (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<sup>5</sup>;
    - (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 PWA 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

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<sup>1</sup> 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.

<sup>2</sup> "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.

<sup>3</sup> 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.

<sup>4</sup> "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, noncompetitive levels.

<sup>5</sup> "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 PWA'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 PWA to address such practices when they occur; and
- (d) will sanction a firm or an individual at any time, in accordance with prevailing PWA'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 PWA-financed contract, and (ii) to be a nominated sub-consultant<sup>b</sup>, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a PWA-financed contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the PWA 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 PWA.

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

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

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

**2. Clarification and Amendment of RFP Documents**

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

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

**3. Preparation of Proposals**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Opening of Proposals

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

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

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

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

**5. Proposal Evaluation**

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

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

**Evaluation of Technical Proposals**

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

**Financial Proposals for QBS**

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

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

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

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

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

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

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

- |   |     |   |
|---|-----|---|
| <b>Availability of Professional staff/experts</b> | 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. |
| <b>Conclusion of the negotiations</b>             | 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.  |
| <b>7. Award of Contract</b>                       | 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.  |
| <b>8. Confidentiality</b>                         | 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 PWA's antifraud and corruption policy.  |

## Section 2. Instructions to Consultants

### DATA SHEET

Paragraph Reference	
	<p>Name of the Client: Palestinian Water Authority (PWA)</p> <p>Method of selection: Quality- and Cost- Based selection (QCBS)</p>
<b>1.2</b>	<p>Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b></p> <p><b>Name of the assignment is:</b> Legal Expert to Assist Palestinian Water Authority (PWA) in the Planning and Implementation of Legal Activities for the Reform Program - National Water Company Establishment</p>
<b>1.3</b>	<p>A pre-proposal conference will be held: <b>Yes on Wednesday 4<sup>th</sup> august 2021 at 11:00 am.</b></p> <p>Palestinian Water Authority Kamal Naser St. , Al Masayef, Ramallah, West Bank, Palestine</p>
<b>1.4</b>	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> <li>• All documents and reports as far as available which could be useful for performing the assignment.</li> </ul>
<b>1.6.1 (a)</b>	<p>The Client envisages the need for continuity for downstream work: <b>No</b></p>
<b>1.14</b>	<p>Proposals must remain valid <b>90 days</b> after the submission date.</p>
<b>2.1</b>	<p>Clarifications may be requested not later than <b>8 th August 2021</b></p> <p>The address for requesting clarifications is: PWA Office Palestinian Water Authority Kamal Naser St. , Al Masayef, Ramallah, West Bank, Palestine</p>

	<p>Att.: Mr. Raed Sawaftah  Procurement Unit\ 6<sup>th</sup> Floor  Tel: + 970 2 2987665  Fax: + 970 2 2987336  Mobile: 0599 814 065,  E-mail: <a href="mailto:raed_sf@yahoo.com">raed_sf@yahoo.com</a></p>
<b>3.1</b>	Proposals shall be submitted in the following language: <b>English</b>
<b>3.3 (b)</b>	The estimated number of professional staff-months required for the assignment is: 50 working days
<b>3.4</b>	The format of the Technical Proposal to be submitted is: FTP
<b>3.4 (g)</b>	Training is a specific component of this assignment: Yes
<b>3.7</b>	<p>The Consultant shall be in agreement with the normal tax liability and other costs in relation to fees, expenses and reimbursable in Palestine.  The Consultant's Personnel is liable to pay any income tax in connection with the Services in Palestine. The income taxes for individual staff are not eligible under the Grant agreement.  The invoice shall be accompanied with zero "0 Value Added Tax" and all other requirements needed by the financial section in PWA.</p>
<b>3.8</b>	<p>Consultant to state local cost in the national currency: No  The financial proposal shall be in <b>EURO</b> currency.</p>
<b>4.3</b>	Consultant shall submit the original and three copies of the Technical Proposal, and the original of the Financial Proposal; as well as the scanned original Technical Proposal in electronic form (CD-ROM). In case of discrepancies, the hard copy original is prevailing.
<b>4.5</b>	<p>The Proposal submission address is:    PWA Office  Palestinian Water Authority</p>

Kamal Naser St. , Al Masayef, Ramallah,  
 West Bank, Palestine  
 Att.: Mr. Raed Sawaftah  
 Procurement Unit\ 6<sup>th</sup> Floor  
 Tel: + 970 2 2987665  
 Fax: + 970 2 2987336  
 Mobile: 0599 814 065,  
 E-mail: raed\_sf@yahoo.com  
 Website: www.pwa.ps

Proposals must be submitted no later than the following date and time  
 16th August 2021.

**5.2 (a)**

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

Criteria	Points
<b>1. Experience of the firm or JV in similar assignments over the last 10 years at the satisfaction of the client (at least the firm or JV achieved one similar assignment)</b>	10
<b>2. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</b>	30
<b>3. Key Experts' qualifications and competence for the Services:</b>	60
• Position K-1: Legal Expert	<b>45</b>
• Position K-2: Financial Expert	<b>15</b>
<b>TOTAL</b>	100

**Evaluation of criterion N°2**

The number of points to be assigned for this criterion shall be determined considering the following five sub-criteria and relevant percentage weights:

(i) The methodology is clear and complete: all services, organization described, resources	<b>30%</b>
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mobilized, list of activities, risks and assumptions	
(ii) The methodology is relevant: it brings an added value to the TORs and contains innovations	20%
(iii) The work plan is detailed, realistic and in line with the TORs and proposed methodology	15%
(iv) The number of experts and the expected number of working days for each expert are adequate to satisfactorily perform each activity.	25%
(v) The allotment between international experts and local experts, or between experts on site and at headquarters, achieves the expected results	10%
<b>TOTAL</b>	<b>100%</b>

**Evaluation of criterion N°3:**

The number of points to be assigned to each Key Expert mentioned above shall be determined considering the following four sub-criteria and relevant percentage weights:

(i) General qualifications (general education, training, and experience)	20%
(ii) Adequacy for the Services (relevant education, training, experience in the sector/similar services)	60%
(iii) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.)	10%
(iv) Number of years of experience of the Expert with the Consultant	10%
<b>Total Weight</b>	<b>100%</b>

**The minimum technical score (St) required to pass is: 80**

The evaluation of the security methodology, as described in Article ITC 10.1 of the Data Sheet, will not give rise to allocation of points (scoring). It will consist in determining that each condition of admissibility specified in the terms of reference - security is met. Otherwise, the Proposal will be rejected.

<b>5.6</b>	<p>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</p>
<b>5.7</b>	<p>The formula for determining the financial scores is the following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  <math>T = 0.80</math>, and  <math>P = 0.20</math></p>
<b>7.2</b>	<p>Expected date for commencement of consulting services: 1st September 2021</p>

### Section 3. Technical Proposal - Standard Forms

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

Form TECH-1: Technical Proposal Submission Form .....	25
Form TECH-2: Consultant’s Organization and Experience.....	26
A - Consultant’s Organization .....	26
B - Consultant’s Experience .....	27
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client .....	28
A - On the Terms of Reference .....	28
B - On Counterpart Staff and Facilities .....	29
Form TECH-4:Description of Approach, Methodology and Work Plan for Performing the Assignment.....	30
Form TECH-5: Team Composition and Task Assignments .....	32
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff .....	33
FormTECH-7: Staffing Schedule .....	36
FormTECH-8 Work Schedule.....	38

**Form TECH-1: Technical Proposal Submission Form**

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[Location, Date]

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

We remain,

Yours sincerely,

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

**Form TECH-2: Consultant's Organization and Experience**

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**A - Consultant's Organization**

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

## B - Consultant's Experience

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

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

Firm's Name: \_\_\_\_

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

---

**A - On the Terms of Reference**

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

## **B - On Counterpart Staff and Facilities**

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

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

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

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

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

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

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



**Form TECH-5: Team Composition and Task Assignments**

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<i>Professional Staff</i>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

**Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff**

---

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

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

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

**4. Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

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

**6. Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

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

**13. Certification:**

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

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

Full name of authorized representative: \_\_\_\_\_

**FormTECH-7: Staffing Schedule<sup>1</sup>**

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





## 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 .....	40
Form FIN-2: Summary of Costs .....	42
Form FIN-3: Breakdown of Costs by Activity .....	43
Form FIN-4: Breakdown of Remuneration(Lump-Sum).....	44
Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum).....	45

**Form FIN-1: Financial Proposal Submission Form**

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[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. 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<sup>2</sup>:

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.

**Form FIN-2: Summary of Costs**

---

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

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

**Form FIN-3: Breakdown of Costs by Activity<sup>1</sup>**

<b>Group of Activities (Phase):<sup>2</sup></b>  _____	<b>Description:<sup>3</sup></b>  _____			
	<b>Costs</b>			
Cost component	<i>[Indicate Foreign Currency # 1]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>4</sup></i>	<i>[Indicate Local Currency]</i>
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
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.




- 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.

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

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(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)

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N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between <i>[Insert place]</i> and <i>[Insert place]</i>		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		

	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel 4		

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

## Section 5. Standard Forms of Contract

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

**CONTRACT No. [insert]**

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert Client's name] ("the Client") having its principal place of business at [insert Client's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address<sup>6</sup>].

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

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<sup>6</sup> 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

All payments shall be submitted after the PWA and ADA approval of the deliverables.

The schedule of payments is specified below:

- First payment: 20% of the contract cost upon registering the Water Company at the Company Controller at the Ministry of Economic as a public company considering the Corporate Law and preparing TAX file for the Company, VAT registration number (Output #3,4).
- Second payment: 30% of the contract prices upon the submission of regulation on the rehabilitation and Development of the West Bank Water Department (final) (output # 1) acceptable to PWA;
- Third payment: 30% of the contract prices upon the submission of regulation on Financial and Administrative Regulation ( final ) (output # 2) acceptable to PWA;
- Forth payment: 20% of the contract cost upon providing the final version of the contract template for employee's staff and the ToR for asset evaluation ( output # 5, and 6 ).

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 MrMarwan Baradawil 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 PWA and/or persons or auditors appointed by the PWA 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 PWA (including without limitations determination of ineligibility) in accordance with prevailing PWA's sanctions procedures.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software but not use them without prior consent in writing by the Client.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.

- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Palestine, and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
  - (b) If the Consultant becomes insolvent or bankrupt;
  - (c) If the Consultant, in the judgment of the Client or the PWA, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing PWA's sanctions procedures) in competing for or in performing the Contract.
  - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **Section 6. Term of Reference**

## **Legal consultancy services to Assist the Palestinian Water Authority (PWA) in Legal Activities for the Establishment of the National Water company**

### **1. Introduction**

#### **Water Sector Reform**

On 14 Dec 14 2009, the Cabinet of Ministers of the Palestinian National Authority (PNA) endorsed an “Action Plan for Reform” (from here on referred to as “the Action Plan”) towards the definition and implementation of a comprehensive program of institutional and legislative reform in the Palestinian water sector (“the Sector Reform”). As the central body in the sector, the Palestinian Water Authority (PWA) has the mandate to lead the reform process. The overall reform included the reorganization of the water sector and the institutions within, capacity building, and the development of strategies and policies.

The reform objectives have been defined as follows:

1. Institutions; the Sector Reform will establish strong (capable) and sustainable institutions within a legal framework that clearly defines their roles, responsibilities and the interface (relationship) between them.
2. Infrastructure needs; the Sector Reform will improve water supply and sanitation strategies, policies, investment programs, project designs, and the implementation of projects, to substantially accelerate infrastructure development.
3. Service provision; the Sector Reform aims to accelerate equitable access to quality service while providing improved efficiency and cost-recovery of effectively regulated water operators.
4. Water resources management; the Sector Reform will help to build the institutional knowledge, policies, and monitoring and enforcement capacities, as part of an effort to achieve a more sustainable water resources management strategy.
5. Water consumers; the Sector Reform aims at improving water demand management and public health awareness in line with the development of water conservation, environmental and public health policies.

**2014 Water Law;** The President of State of Palestine issued a decree endorsing the new Water Law on 14 June 2014. The issuance of the new law establishes for a new phase for the water and wastewater sector, its governance and management, as the law states that the PWA will be under the responsibility of the Cabinet which goes in line with the basic law for having the authorities under the Cabinet umbrella. In addition, the law splits policy from regulatory

functions, which was previously carried out by the PWA since its establishment. The new water law grants the establishment of the Water Sector Regulatory Council (WSRC). The WSRC has been established by the Cabinet and has a Board of Directors (BoD) derived from the public sector, private sector and civil society. Its mandate makes it responsible for water prices and monitoring the performance of Water and Wastewater Service Providers.

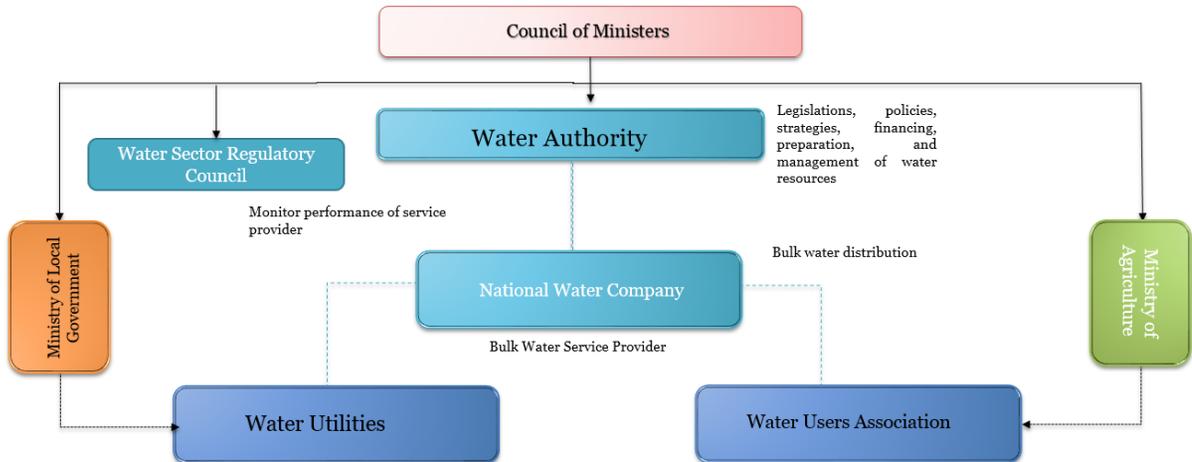
The Water Law includes directives to transform the West Bank Water Department (WBWD) into a National Water Company (NWC) and the establishment of Gaza Branch of the NWC; which will be owned by the State of Palestine. For this reason, the Law states the PWA needs to develop a temporary Bylaw to facilitate this transitional period (transfer the WBWD into a the NWC) and provide a mechanism to transfer the assets to the NWC. The Law also states that the company's legal status will not change except by a Law. The NWC is responsible for supplying Bulk Water and any tasks as assigned by the PWA. The NWC will have a BoD formed by the Cabinet based on recommendations from the Head of the PWA. The BoD is the supreme authority for the adoption of decisions in the company, and it is entrusted with the implementation of the Company's policies and overseeing the management of its operations for the advancement of the policy approved by the PWA.

The 2014 water law gives the PWA the mandate, supported by a bylaw endorsed by the Cabinet, for the establishment of Regional Water Utilities (RWU) and Water User Associations (WUA).

The Law includes articles protecting water resources and defined protection zones. In addition to monitoring water resources, and provides the head of PWA the mandate to provide judicial policy. It also contains articles that allow for sanctions for the infringement of Water resources.

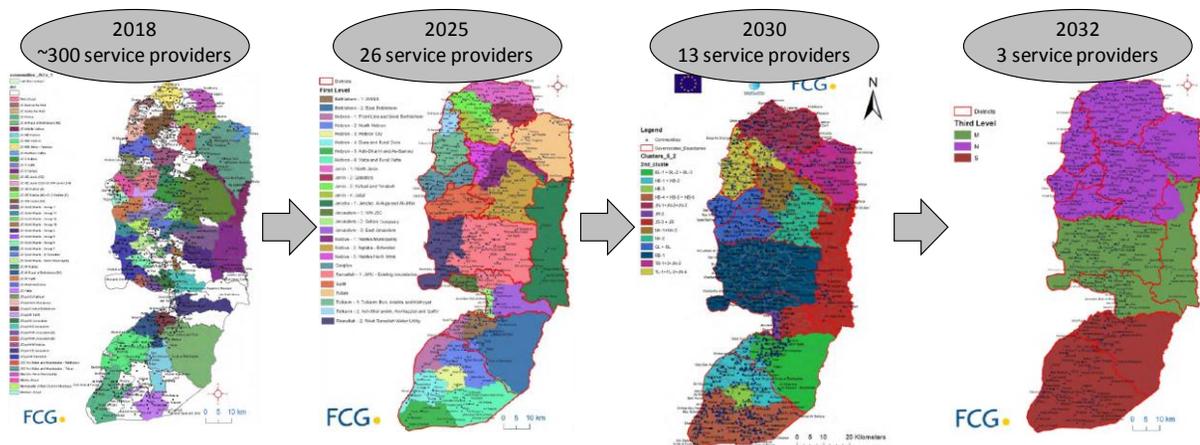
### **Current and future organization of Water Sector**

The current organization and relationships between the main administrative bodies involved in the sector are briefly presented in **Error! Reference source not found.**. The NWC has not been fully established yet. An integration of the current WBWD that is in charge of managing and operating the bulk water supply system in the West Bank is planned to take place.

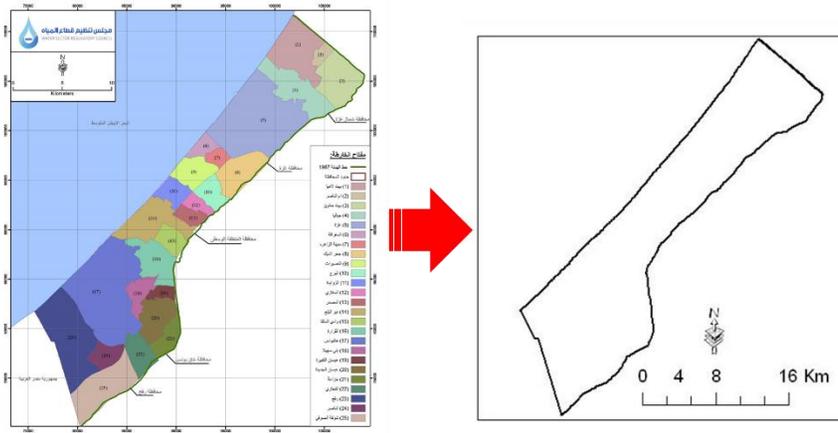


**Figure 1 Water sector framework (source: PWA, cited in [WSRC, 2017])**

The reorganization of the water service providers is also part of the Water Sector Reform. It was specially addressed in a study aiming at proposing a roadmap for the creation of RWU. The latest report of this study [FCG, 2018] recommended a stepwise approach to reduce the number of service providers from almost 300 in 2018 down to 3 RWUs in the West Bank and 1 in Gaza by 2032 (**Error! Reference source not found.**).



**Figure 2 Proposed reorganization of the water service providers in the West Bank as per [FCG, 2018]**



**Figure 3 Proposed reorganization of the water service providers in the Gaza as per [FCG, 2018]**

### **The West Bank Water Department (WBWD)**

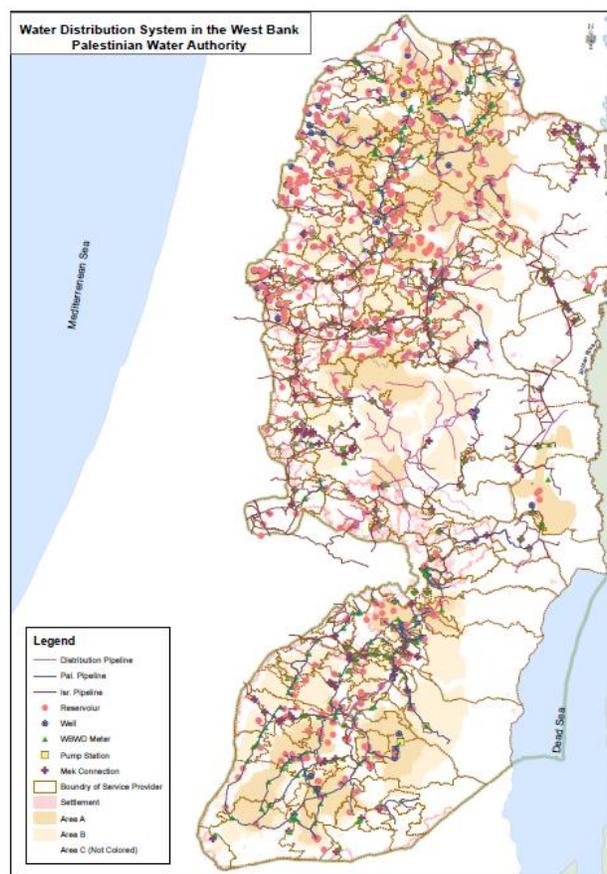
The WBWD falls under the umbrella of the PWA and acts as a principal bulk water provider to municipalities, village councils and some existing utilities or service providers, big businesses and irrigators in the West Bank.

The WBWD activities are governed by the PNA Government Administrative Regulation. The WBWD employees are appointed on a permanent or a temporary contract basis and are regulated by the Civil Service Law No. 4 of 1998.

In March 2017, the PWA developed a road map for establishing the NWC from the existing WBWD. In November 2020, the Government approved the Reform Plan of the Water Sector, and issued decisions related to the establishment and registration of the NWC and formulation of its BoD.

The WBWD purchases and distributes bulk water to all the main service providers in the West Bank. The main water sources are: (i) Mekorot; (ii) Gihon; and (iii) PWA wells.

The current water supply to the West Bank mainly comes from groundwater and springs (60 %) and the water purchased from Israel (40 %) as presented in **Error! Reference source not found.** As of today, the distribution of bulk water to the Palestinian communities cannot be satisfactorily controlled by the Palestinians themselves due to the entangled Palestinian and Israeli water networks within the West Bank (**Error! Reference source not found.**).



**Figure 4 Water distribution system in West Bank (PWA data)**

Water source	Volume (MCM) (available)	Volume utilized for bulk System (MCM)
Groundwater and Springs	122	60 <sup>7</sup>
Purchased water from Israel	73	68 <sup>8</sup>

**Table 1 Volumes of various water sources in 2018 for the West Bank [PWA, 2018]**

<sup>7</sup> Part of the Ground water is used for agriculture use (62 MCM)

<sup>8</sup> Part of purchased water is used for agriculture in Kardala and Bardala

The WBWD purchases water from the Israeli side (Mekorot) through 175 connection points (for a water quantity of around 73 MCM/year) which adds to the water abstracted from 10 wells owned by the PWA and a few private wells. The amount of water abstracted and purchased from private wells is around 55 MCM/year.

Currently, the WBWD is distributing water through 600 km of pipelines with diameters ranging from 2" to 36" supplying water to 199 service providers (in addition to individual connections) through 500 water meters which represents (87%) of the total service providers.

### **Bulk Water Supply in Gaza**

The water situation in Gaza is very acute. Water supplied through the municipal networks is undrinkable and almost everyone relies for drinking water on water from expensive and unregulated small-scale private-sector desalinated water providers. The main source of water in Gaza is groundwater from the coastal aquifer, which relies on rainfall for recharge. The increased demand and over-abstraction of ground water (by an estimated 180 Million Cubic Meters (MCM) a year for all uses) have led to increased salinity of the aquifer, making it an ecological catastrophe. Currently, freshwater purchased from Israel (10-12 MCM a year) is improperly mixed with highly saline groundwater. The mixed water is not fit for human consumption and is not distributed equitably. As a result, and although 98 per cent of the population is connected to the piped network, access to drinking water is just 10 per cent, compared to universal access 20 years ago. The result is that 90 per cent of the drinking water consumed in Gaza is supplied, mainly via tanker, by small-scale private sector providers or Non-Governmental Organizations (NGOs).

Currently, there is a huge effort to address chronic poor water quality in Gaza, and it is expected to have a significant increase in domestic demand in the medium term, which is projected to reach around 145 MCM a year by 2030. The Gaza Central Desalination Programme (GCDP) covers all Gaza and comprises two main components: (i) construction of a desalination plant with an initial capacity to produce 55 MCM a year of desalinated water that can be doubled in the future; and (ii) construction of a north-south water carrier, including storage reservoirs to convey and properly blend the desalinated water with groundwater sources to achieve water supply meeting WHO standards for potable water.

Implementing the GCDP will take several years, leaving the water situation in the Gaza Strip in urgent need for improvement. In this context, the international community supported the construction of three Short-Term Low-Volume (STLV) desalination plants with a total production capacity of 13 MCM per year as interim measures to alleviate the needs for freshwater, out of which 8 MCM/year capacity has been built so far.

### Water Supply – STLV seawater desalination plants

	Southern (MCM/Yr)	Middle (MCM/Yr)	NORTHERN (MCM/Yr)	Total (MCM/Yr)
<b>Production capacity</b>	7.30	2.19	3.65	13.14

Under the Dead-Red project Memorandum of Understanding (MoU), the PWA has negotiated the purchase of an additional 5 MCM per year of fresh water for the middle and southern governorates of Gaza from Israel (Mekorot) and additional 5 MCM will be purchased from Mekorot to supply Gaza and the North of Gaza as well.

### Additional Water Import – Mekorot

	Al Montar (MCM/Yr)	Middle Area (MCM/Yr)	Eastern Villages (MCM/Yr)	Total (MCM/Yr)
<b>Current Water Supply</b>	5.0	2.1	2.9	10.0
<b>Future /Additional Water Supply</b>	5.0	2.5	2.5	10.0
<b>TOTAL</b>	10.0	4.6	5.4	20.0

As part of GCDP associated works, a project has almost been completed under Gaza Reconstruction Program through which a new carrier line of 24" to replace the existing two connections in the Middle Area and the Eastern Villages in the Gaza Strip. Currently, there is no bulk water supply entity in Gaza to manage and operate the existing bulk infrastructure, the new infrastructure under construction or to be constructed in the coming few years.

As part of the reform process, there is an urgent need to establish a small unit to manage bulk water supply operations in Gaza laying a sound foundation for the future establishment of the NWC branch in Gaza. The Bulk Water Supply Unit (BWSU- Gaza branch) will take responsibility for: (i) the operation and maintenance of the STLVs; (ii) the monitoring and management of bulk water purchased from Israel; (iii) the management and operation of groundwater wells; and (iv) the blending of these bulk water sources for distribution and onward sale to the water services providers (municipalities and Coastal Municipalities Water Utility (CMWU))

## **2. Consultancy Technical Assistance Objectives**

The overall objective of the proposed technical assistance is:

To support the PWA by providing legal and financial technical assistance services in the registration of the National Water Company (NWC) and preparing the needed legislations for its operation.

The specific objectives of the proposed technical assistance are:

1. To assist and provide capacity development services to the PWA on Legal issues related to the Sector Reform, as well as to assist the Head of PWA by providing advice, and implement tasks and outputs considering the Water Law, and Cabinet Decrees concerning the NWC upon request.
2. To support the PWA in implementing its legal duty related to establishing the NWC and transferring the WBWD to the NWC.

## **3. Tasks**

The Consultant shall carry out the following list of tasks:

- 1) Support the PWA in establishing the NWC, as follows:
  - a. Registration of the NWC including but not limited to; follow up on the registration procedure, develop internal regulation for registration from the Public Company Controller at the Ministry of National Economy (MoNE) as a Public Company considering the Corporate Law (upon PWA request or the BoD request)
  - b. Prepare regulation for the transitional period of the WBWD based on the Water Law (Article 64 Item 2). Attachment 1 is a draft regulation for the NWC Establishment.
  - c. Prepare Financial and Administrative Regulation for the NWC in full coordination and cooperation with the Ministry of Finance and the PWA Financial Staff (Article 38 Item 2).
  - d. Conduct consultations with relevant stakeholders on the draft regulations produced; (1) the provisional regulation for the rehabilitation/development of the WBWD according to Article 64 -2 of the Water Law. (2) Financial management regulation for the NWC.
- 2) Provide support and advice on legal issues concerning the establishment of the NWC and its branch in Gaza

The Consultant will prepare and organise the work according to the following tentative schedule of tasks. Confirmation of the schedule will be provided based on agreement between the Consultant, the Project Management Support Unit (PMSU), and the PWA representative.

Tasks	Months							
	1	2	3	4	5	6	7	8
1. Support the PWA in establishing the NWC:								
a. Registration of the NWC		■	■					
b. Prepare regulation for the transitional period for the establishment of NWC		■	■					
c. Prepare Financial and Administrative Regulation for the NWC				■	■	■	■	
d. Conduct consultation with stakeholders				■	■	■	■	
2. Provide templates for contracts of the staff of the NWC						■		
3. Develop ToR for the assessment of the assets of the xxx.water production facilities						■	■	

#### 4. Target Groups

The target groups of the consultancy are; the Head of PWA, BoD of NWC and relevant managers and staff of the PWA units, and WBWD.

#### 5. Duration of the Assignment and Level of Efforts

The indicative duration of the assignment is 7 months approximately from August 2021 until mid-February 2022. The estimated efforts for the assignment/number of workdays are 50 working days.

#### 6. Reporting and Outputs to be Achieved

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

1. Final Regulation for the Rehabilitation and Development of the WBWD including consultation workshop with relevant stakeholders.
2. Final Financial and Administrative Regulation for the NWC including consultation workshop with relevant stakeholders.
3. Registration of the NWC at the Company Controller at the Ministry of National Economy (MoNE) as a public company considering the Corporate Law.
4. Support the establishment/incorporation of the NWC through preparing a TAX File for the Company and a VAT Number.

5. Provide templates concerning; Employee's contract, legal issues related to the valuation and transition of assets with relevant Governmental bodies, and possible service contracts.
6. Developing ToR for the assessment of the assets of the water production facilities. .

## **7. Responsibility of the PWA**

The PWA will provide the Consultant with all available relevant documents, laws, bylaws, instructions, and available reports. The Consultant will work closely with the relevant PWA staff. The PWA will help the Consultant in organizing meetings and workshops, and will accompany the expert during field visits and meetings.

## **8. Management Arrangements**

The Consultant will be technically responsible for the preparation and implementation of the assignment to the PWA delegated representative. The Consultant will be contractually and administratively responsible to the G-PCU (Co-management modality with reform task leader of the PWA and the general director of the G-PCU).

A briefing and debriefing session will be held at the start and at the end of the assignment, where the PWA delegated representative and the Director of the PWA Legal Department will attend. For supervision and monitoring the day-to-day implementation, the Consultant will report regularly to the director of G-PCU according to the implementation schedule.

## **9. Contracts Type and Payments Schedule**

The contract for this consultancy service is a Lump Sum

The payments scheduled will be as follows:

- First payment: 20% of the contract cost upon registering the NWC at the Company Controller at the Ministry of National Economy as a public company considering the Corporate Law and preparing the TAX file for the Company, VAT registration number (Output #3,4).
- Second payment: 30% of the contract cost upon the submission of regulation on the Rehabilitation and Development of the WBWD (final) (output # 1) that is acceptable to the PWA;

- Third payment: 30% of the contract cost upon the submission of regulation on Financial and Administrative Regulation (final) (output # 2) that is acceptable to the PWA; and
- Forth payment: 20% of the contract cost upon the provision of the final version of the contract template for staff of NWC xx and the ToR for the xx water production facilities assets valuation ( output # 5, and 6 ).

#### **10. Qualifications of the Consultant**

- The Consultant shall be specialised in legal issues and have been working in relevant field for 10 years
- Relevant experience in the field of the assignment. The Consultant should have a proven track record of previous experience implementing similar assignments in water or related fields and should have successfully completed at least one similar assignment in the last 5 years
- The Consultant shall include all the below key expertise

#### **11. Requirements for Experience and Qualifications**

The Consultant's team shall comprise at least the following Consultants:

##### **Team leader (Legal Expert)**

The Legal Expert shall hold the following qualifications:

- Relevant University degree in Law;
- Minimum of 10 years of practical experience in drafting and/or implementing and/or monitoring and enforcement of laws, regulations, by-laws, contracts, etc.;
- **3 years of practical experience in commercial law**
- Minimum of 3 years of practical experience in water sector or relevant sectors (preferred).
- Minimum of 3 years of practical experience in the field of corporate development
- Has conducted a minimum of one similar assignment in the last 5 years.
- knowledge of the Palestine legal system and law code9;
- Working experience in the MENA region;

##### **Financial Expert**

The Financial Expert shall hold the following qualifications:

- Relevant University degree in the field,
  - **Minimum of 8 years of practical experience in Financial and Administrative affairs**
  - **Minimum of 2 years of practical experience in the field of corporate development.**
  - Has conducted a minimum of one similar assignment related to the development of Administrative and Financial Regulation in the last five years.
-

- Experience with the valuation and depreciation of assets and the calculation of water tariffs

Annex 1: Draft Regulation for the Establishment of the National Water Company

