



UNITED REPUBLIC OF TANZANIA
MINISTRY OF WATER
SHINYANGA WATER AND SANITATION PROJECT
CONSULTING SERVICES
Expressions of Interest

1. The Shinyanga Water Supply and Sanitation Authority (SHUWASA) through the Ministry of Water has received fund from *Agence Française de Développement* ("AFD"), and intends to use part of the funds thereof for payments under the following project: Shinyanga Water Supply and Sanitation Project and it intends to apply part of the funds to payments under the contract for Provision of Consultancy Services.

Shinyanga Water and Sanitation Project has been divided into three (3) components:

- Component 1 – Water supply infrastructure;
- Component 2 – Sanitation activities;
- Component 3 – Capacity building.

The Preliminary scope of works for the Component 1 includes:

- Supply and installation of 270 km of HDPE pipes (with diameters from 63 to 560 mm), 6 km of Steel pipes (with diameters 600 to 900) and electromechanical equipment on the water network;
- Construction of 1,500 m³ ground reservoir and 250 m³ 15m height tower;
- Supply and transfer of connections, including households connections (7,000 No) and water kiosks (30 No);
- Rehabilitation works at Ning'hwa Dam and WTP (10,000m³/day).

The Client expects that construction works for Component 1 will be carried-out in two contracts : One contract following AFD Standard Procurement Document for Design & Build (based on FIDIC Yellow Book) for rehabilitation works at Ning'hwa Dam and WTP; and one contract following AFD's Standard Procurement Document for Works (based on the Pink Book) for the other works of Component 1.

The Preliminary scope of works for the Component 2 includes:

- Construction of four (4) Faecal Sludge Treatment Plants with respective capacity of 150 m³/day; 62 m³/day; 24 m³/day; and 12 m³/day;
- Construction of 36 toilets blocks (in selected schools, health centres and public places);

The Client expects that construction works for Component 2 will be carried-out in one single contract following AFD's Standard Procurement Document for Works (based on the Pink Book).

The Preliminary scope of works for the Component 3 includes:

- Institutional activities, awareness campaigns, etc. (out of the scope of this procurement);
- Construction of the new Office Building of SHUWASA;

The Client expects that construction of the new Office Building of SHUWASA would be included in one of the contracts under Component 1 or Component 2, or as the case may be, in a stand alone contract following AFD's Standard Procurement Document for Works (based on the Pink Book).

2. The scope of Services to be provided by the Consultant shall include, but not limited to; -
 - 2.1 For Design and tendering phase:
 - i. Carry out additional design work of Water supply infrastructure and design review, as might be requested by the Client;



- ii. Carry out preliminary design studies including necessary investigations on Ning'hwa dam (water quality campaign, bathymetry and topographical surveys, geotechnical investigations, etc.) and prepare tender documents for rehabilitation works of Ning'hwa Dam and Ning'hwa Water Treatment Plant, and assist in the tendering process;
- iii. Carrying out design for the new office Building for SHUWASA within Shinyanga Municipality, and, as the case may be, assist in the tendering process;
- iv. Carry out Preliminary design review, Detailed design, Preparation of tender Documents for Sanitation infrastructure in Shinyanga Municipality and Shinyanga Peri-urban;

2.2 For construction phase:

- i. Carry out construction supervision of all works contracts, including : Ensuring that the works are carried out in accordance to the Construction Contract; Assisting SHUWASA in construction completion and commissioning, during the Defect Liability Period and in the relation with Contractor and Stakeholders.

2.3 The assignments shall be carried out over a period of four (4) years, (i.e 48 months divided into: 36 months of studies and construction period and 12 months of defect liability period.

3. SHUWASA is hereby inviting Applicants to show their interest in delivering the Services described above. This Request for Expressions of Interest is open to Consulting firms.

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

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

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

If the Applicant is a JV, the expression of interest shall include: a. A copy of the JV Agreement entered into by all members or b. 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 Sub consultants. The experiences and qualifications of Sub consultants are not taken into account in the evaluation of the applications.

6. Interested consultants and/or firms must provide information evidencing that they are qualified and experienced to perform the services. For that purpose, documented evidence (such as brochures, description of similar assignments carried out in the past 10 years, experience in similar conditions, availability of appropriate skills among staff, etc.) of recent and similar services shall be submitted.

For each project performed, the consultant shall provide;

(a) A short description of the services implemented and experience; (b) the name and address of the Client; (c) date(s) of execution; (d) Amount of the Consultant contract including the applicant's share in case of joint venture or sub-contracting; (e) name(s) of lead and/or associate firms.

- i. Determination of the similarity of the consultant's experiences will be based on:
 - a) The contracts size: Physical size and scope of works executed, complexity, methods/technology (as per the preliminary scope of works of the Shinyanga project);



- b) The technical area and expertise: Carrying out Engineering Designs, preparation of Tender Documents, Supervision of construction of water supply and sanitation infrastructure.
 - c) The location: Water supply and sanitation projects implemented in similar conditions in Sub Sahara Africa (experience in Eastern African Countries will be an added advantage).
 - d) Each experience must be supported by Certificate of Completion or Partial Completion of the Project, dated, signed and stamped by the corresponding Employer.
- ii. The Client will also take into account in the evaluation of applications, the following items:
- a) Availability of in-house skilled technical back stopping experts, especially in the following fields with experience in implementing Development Projects: Water supply and sanitation, Civil construction, Geotechnical, E&S Safeguards, Financial & Economy, Procurement, Construction Contract management and Architecture.
 - b) Ability to take into account local context (regional experience, local partner).
 - c) Quality assurance procedures and certifications of the Applicant - Availability of a valid ISO certification or internationally recognized equivalent: Quality management certificate type ISO 9001 or environmental and social certification.
7. The Consultant/firm will be selected in accordance with the AFD Procurement Guidelines on “procurement of consulting services” and the Tanzania Public Procurement Regulations, GN. No. 446, 2013 of the Public Procurement Act No. 7 of 2011 on “procedures for selection and employment of Consultants”.
8. Among the submitted applications, SHUWASA will shortlist a maximum of six (6) consultants, to whom the Request for Proposals to carry out the Services shall be sent. The shortlisted applicants will then be invited to submit technical and financial proposals. The selection process will be a Quality and Cost Based Selection.
- 1.1.1.1 In order to confirm eligibility for AFD financing, interested firms shall submit (as part of the expression of interest) a duly signed ‘statement of integrity’, which can be downloaded from the AFD website (<https://www.afd.fr/en>) or requested from SHUWASA.
9. Expressions of Interest in One (1) Original and four (4) copies must be submitted in a sealed envelope clearly marked “Expression of Interest for “Provision of Consultancy Services for the Detailed Engineering Design, Design Review, Tender Documents Preparation and Projects Supervision for the implementation of Shinyanga Water Supply and Sanitation project and delivered to the address below no later than Tuesday 4th April 2023, 10:00 AM EAT at SHUWASA Head Quarters:

Secretary of Tender Board,
Shinyanga Water Supply and Sanitation Authority (SHUWASA),
Lubingo Street,
P.O. Box 298, SHINYANGA - TANZANIA.
Telephone: + 028 2762073, +255 765 199 775, +255 755 165 054
E-mail : info@shuwasa.or.tz, md@shuwasa.or.tz, wilfred.lameck@shuwasa.or.tz

Interested consultants may obtain further information at the address below during office hours from 07.30 am to 3.30 pm.

Secretary of Tender Board,
Shinyanga Water Supply and Sanitation Authority (SHUWASA),
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E-mail: info@shuwasa.or.tz, md@shuwasa.or.tz, wilfred.lameck@shuwasa.or.tz
Web page: <https://www.maji.go.tz>; <https://www.shuwasa.or.tz>; <http://afd.dqmarket.com>.



**Appendix to The Request for Expressions of Interest
(To be submitted with the application, signed and unaltered)**

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference of the bid or proposal _____ (the "**Contract**")

To: _____ (the "**Contracting Authority**")

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



- 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
 - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
 - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5 In the case of procurement of goods, works or plants:
 - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
 - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial



mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
 - 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
 - 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
 - 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____

Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.