# THE UNITED REPUBLIC OF TANZANIA MINISTRY OF WATER





#### DAR ES SALAAM WATER SUPPLY AND SANITATION AUTHORITY

#### REQUEST FOR EXPRESSIONS OF INTEREST

COUNTRY: TANZANIA

FINANCIER: Agence Française de Développement (French

Development Agency) - AFD.

ASSIGNMENT TITLE: Preparation of Detailed Designs of Sewerage Systems,

Employers Requirements for WWTP, Tender Documents and Construction Supervision of Sanitation Projects in

Dar es Salaam

Reference No. TR158/2023/2024/C/12

#### **CONSULTING SERVICES**

### **Expressions of Interest**

The Government of the United Republic of Tanzania has received a financing from *Agence Française* de Développement ("**AFD**") and intends to use part of the funds thereof for payments under the Temeke Integrated Sewerage System Project (the Project), that will include the following features:

System	Proposed Infrastructures	Expected areas to be served by the sewerage systems / Off Grid sanitation projects	Design proposed
Within Temeke	Kurasini - WWTP	Kurasini,	WWTP : 21,000 m³/day;
Integrated Sewerage System	Sewerage Networks and	Miburani, Temeke, Mtoni, Keko, Kurasini, Azimio, Tandika, Sandali and Chang'ombe	Pumping stations: 3 Nos; Sewers networks: 100 km; House connection : 57,700 Nos;

	FSTP	The proposed areas for FSTP are Kibaha Town, Pugu – Machimbo ya Kimani, Bagamoyo, Chalinze, Kisarawe and Mkuranga.	Construction of FSTP with capacity 100m³/day - 170m³/day: 4Nos.
Within other DAWASA services area –	Simplified Sewerage systems :	The proposed areas for Simplified sewer system are Keko, Mabibo, Buguruni Madenge & Ghana, Kigogo Kati &Mbuyuni and Kinondoni Mbuyuni	Construction of Simplified Sewerage systems: 6Nos
Off Grid Sanitation system	Public toilets Services	The proposed number and areas for construction of public toilets are Kigamboni Municipal - 2 sites, Kinondoni Municipal - 2 sites, Ubungo Municipal - 2 sites, Temeke Municipal - 2 sites, Ilala Municipal - 2 sites, Kibaha - 3 sites, Bagamoyo - 3 sites, Chalinze - 3 sites, and Mlandizi - 3 sites	Construction of public toilets : 22Nos

The Dar es Salaam Water Supply and Sanitation Authority (DAWASA) is implementing the Project on behalf of the Government of Tanzania through the Ministry of Water.

The Services of the consultant shall consist of:

- A. Review of the previous feasibility studies on sanitation services including off-grid sanitation.
- B. Preparation of Environmental and Social impact assessment (ESIA) and Ressetlement action plan (RAP).
- C. Preparation of Detailed Designs of Sewerage Systems and of Employers Requirements for the WWTP.
- D. Household survey for connections of sewerage systems.
- E. Technical Assistance for project implementation (Procurement, Monitoring and Supervision)

DAWASA hereby invites Applicants to show their interest in delivering the Services described above.

This Request for Expressions of Interest is open to:

✓	Consulting firms	Individual consultants
	NGOs	Joint Venture between NGO(s) and consulting firm(s)

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

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

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

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

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

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

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

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

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

- The contracts size;
- The nature of the Services: feasibility studies, environmental and social impact assessments, detailed technical studies and construction supervision;
- The technical area and expertise: water and sanitation;
- The location: in the region;

The Client will also take into account for the evaluation of the applications the following items:

- Availability of appropriate skills among staff (Water and Sanitation specialists, sociologist, environmentalist, financial Expert and Procurement expert).
- Ability to take into account local context (regional experience, local partner) and establish a reliable financial estimate of works.
- Quality assurance procedures and certifications of the Applicant, including at least a valid ISO 9001 certificate.

Among the submitted applications, DAWASA will shortlist a maximum of six (6) Applicants, to whom the Request for Proposals to carry out the Services shall be sent.

The Expressions of Interest must be submitted to the address below no later than 4<sup>th</sup> October,2024 at 14:00, EAT. Expressions of Interest can be submitted either by email or hard copies, in which case a soft copy shall also be made available to the Client.

Secretary, DAWASA Tender Board,

Dar es Salaam Water Supply and Sanitation Authority,

DAWASA Building, Dunga/Malanga Street Opposite Mwananyamala Hospital,

P.O. Box 1573 Dar es Salaam, Tanzania.

Telephone: +255222760006, /+255222760015.

Email: pmu@dawasa.go.tz

Interested Applicants may obtain further information from DAWASA Website i.e., www.dawasa.go.tz or at the address above during office hours: from 8:00 to 16.00 hours on Mondays to Fridays inclusive, except on public holidays.

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

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

Reference name of the Bid/Proposal/Contract signed <sup>1</sup>	(the "Contract")
To:	(the "Contracting Authority")

- 1. We recognize and accept that Agence Française de Développement ("AFD") only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services, or non-consulting services.
- 2. We hereby certify that neither we, nor any person acting on our behalf,<sup>2</sup> nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution<sup>3</sup> having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:
    - a) Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court resolution is not relevant in the context of the Contract, where applicable);
    - b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
    - c) Having created an entity in a different jurisdiction (i) with the the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;
  - 2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

<sup>&</sup>lt;sup>1</sup> In the case of a Contract already signed to be refinanced.

Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).

Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings.

- 2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010<sup>4</sup> (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);
- 2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;
- 2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.
- 3. We hereby certify that neither we, nor any party acting on our behalf<sup>5</sup>, nor any members of our joint venture, , , nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:
  - a. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions measures** adopted by the United Nations, the European Union and/or France;
  - Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions measures** adopted by the United Nations, the European Union and/or France;
  - c. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
- 4. We hereby certify that neither we, nor any party acting on our behalf, nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been (in the case of refinancing for a Contract already awarded)] in any of the following situations of conflict of interest:
  - 4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
  - 4.2 Having business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;
  - 4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;
  - 4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;
  - 4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the

World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development.

<sup>&</sup>lt;sup>5</sup> Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not).

- applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;
- 4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.
- 5. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
- 6. In the context of the procurement and performance of the Contract:
  - 6.1 Neither we, nor any party acting on our behalf,¹ nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled "AFD Group's Policy to Prevent and Combat Prohibited Practices" available on AFD's Website.<sup>6</sup>
  - 6.2 Neither we, nor or any party acting on our behalf, nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided (in the case of refinancing for a Contract already awarded)] in sectors subject to an embargo by the United Nations, the European Union or France.
- 7. We hereby undertake to, and we undertake to ensure that any party acting on our behalf, any members of our joint venture, and any of our subcontractors undertake to:
  - 7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
  - 7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
  - 7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
  - 7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.
  - 7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.
- 8. We, any party acting on our behalf,¹ the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.

For informational purposes, this policy can be accessed via the following link: <a href="https://www.afd.fr/en/combating-corruption">https://www.afd.fr/en/combating-corruption</a>.

9.	We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or
	charges relating to the procurement procedure or the performance of the Contract to the following
	third party/parties (for example, an intermediary/agent)(*):

Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)

10.	We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change
	of circumstance regarding the sections above, including in case of any sanctions or embargo
	measures adopted by the United Nations, the European Union and/or France, after we have signed
	the present Statement.

Name:	In the capacity of:
Duly empowered to sign in the name ar	nd on behalf of: <sup>7</sup>
Signature:	
Dated:	

<sup>(\*):</sup> If no amount has been paid or is to be paid, indicate "None".

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