

NATIONAL WATER & SEWERAGE CORPORATION (NWSC)

KAMPALA WATER - LAKE VICTORIA WATSAN PROJECT

“Consultancy Services for PIU-Project Management Assistance”



EXPRESSION OF INTEREST FOR CONSULTANCY SERVICES FOR KW-LV WATSAN PIU PROJECT MANAGEMENT ASSISTANCE (PROCUREMENT REFERENCE NO: NWSC-HQRS/SRVCS/2016-2017/162856)

1. The National Water and Sewerage Corporation (NWSC) is undertaking the implementation of the Kampala Water-Lake Victoria Water and Sanitation Project (KW-LVWATSAN) with financial support from Agence Française de Développement (AFD), German Government via KfW Entwicklungsbank, European Union Africa Infrastructure Trust Fund (EU-ITF), European Investment Bank (EIB), and the Government of Uganda (GoU). The NWSC intends to use part of the funds thereof for payments under the following Project Implementation Unit - Project Management Assistance “PIU – PMA”.

The main objective of the KW-LVWATSAN Project is to provide long-term solutions to the water supply and sewerage challenges in Kampala. The Project is comprised of five components namely; upgrading and rehabilitation of the Ggaba water treatment complex, Kampala network restructuring and rehabilitation, extension of water supply in informal settlements, construction of a new water treatment plant to the east of Kampala and associated network, and accompanying measures.

Within the framework of KW-LVWATSAN Project implementation, the different components are being executed in six (06) packages. The objective of Package 6 is provision of project management support, capacity development in investment planning, coordination of sanitation planning, operations management, network modelling, asset management, pressure management, network control, financial management and capacity building.

To roll out its implementation, Package 6, whose overall objective is to address the capacity gaps within the Project Implementation Unit and NWSC as a utility business, was divided into sub-packages; Package 6a (Project Management and Transaction Advisory Services) and 6b (NWSC Capacity needs assessment and Development of Terms of Reference for long-term assistance programme) are currently being implemented. The results of NWSC and WATSAN - PIU management capacities assessment undertaken under consultancy package 6b shed light on the needs for both accompanying measures program and PIU Project Management Assistance consultancies. Package 6d (Accompanying measures) shall address identified gaps in the NWSC business. The sub package 6c, the subject of the current procurement, entails providing Project Management Assistance for the Project Implementation Unit. The Consultant will reinforce the capacity of the PIU, supporting the NWSC Programme Director in all tasks related to the KW-LVWATSAN Programme over the implementation phase.

The scope of works initially envisioned to be implemented under the ongoing KW-LVWATSAN project was reduced due to funding constraints. However, studies for the works have been completed and financial arrangements are in place for the implementation of a second phase of the project (KW-LVWATSAN II). The consultant hired will be involved in drafting ToRs, procurement process and any other activities of the KW-LVWATSAN II project.

The expected outputs from the KW-WATSAN II project include:

- Increased daily Water Production from the Katosi Water Treatment Plant
- Rehabilitated and restructured Kampala Water Supply Network with sufficient carrying capacity to ensure reliable service delivery to all parts of Greater Kampala Metropolitan Area.
- Urban poor WATSAN infrastructure / systems put in place in at least 40% of the remaining low income settlements within Kampala.
- Institutional support in areas of systems development and capacity building implemented as accompanying measures to ensure overall sustainability of investments
- Implementation of water shed management and catchment restoration activities aimed at ensuring the long-term sustainability of the raw water source.

2. The **National Water and Sewerage Corporation** now invite eligible consulting firms (consultants) to express their interest in providing the services. In order to confirm their eligibility for AFD's financing, consultants should submit in their expression of interest a duly signed Statement of Integrity (appended to this letter). 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 www.afd.fr.

Interested consultants should provide information demonstrating that they have the required qualifications and relevant experience to execute the required scope of services:

Type of contract: Project Management Assistance.

Name of project: Kampala Water Lake Victoria WATSAN

Location: Wakiso and Mukono Districts, and Kampala City

Scope of Services:

The required consultancy services are for **PIU- Project Management Assistance**. Consultant shall provide an advisory team comprising of:

- **Team leader:** The Team Leader will be involved in supervising the team, available on short notice and responsible for management engagement with the NWSC.
- **Resident Advisor:** The Resident Advisor (RA) will be stationed in Kampala, to provide support in flexible response to upcoming needs related to the LV WATSAN project implementation. He will act as a technical assistant of KW LV WATSAN Programme Director. The resident advisor will be based in Kampala full time for the two first years. For the last year, the RA will be based in Kampala part time during which the RA will carry out short term missions in Kampala at least 4 times that year.
- **Short-term Experts;** the Resident Advisor shall be supported by specialists who can be mobilized upon when the need arises. The ST missions can be implemented at any suitable point along the global duration of the contract.

Consultancy period : Two (2) fixed year and one (1) optional year

3. Documents to be submitted

Interested consultants should provide information demonstrating that they have the required qualifications and relevant experience to execute the required scope of services. Documents to be submitted include:

- 3.1 Covering Letter, comprising the firm's name, address, contact person, telephone, fax and email. Should a co-operation between firms be proposed for this project, the form of co-operation should be mentioned. In addition, the firm should provide evidence that the signatory of the covering letter has the powers of attorney, and the authority of both his firm and that of each party in the association to do so, attesting to their agreement with this authority on their behalf.
- 3.2 Presentation of Firms showing the firms' organization, main activities and expertise (max. 10 pages per firm, no brochures!) In case of a co-operation between firms it must include the main specialisation of each party.
- 3.3 Statements and Declarations:

- a. Declaration of submitting a proposal in case of being short-listed duly signed by the lead firm.
- b. Statement on affiliations of any kind with other firms, which may present a conflict of interest in providing the envisaged services, or a statement having no affiliations of any kind. In case any firm forms part of a group of firms or holding, such firm shall disclose the relations between the group and holding members in the statement of affiliations. If bidders co-operate, all participating parties, also sub-contractors, must provide this statement.
- c. Letter of Intent - in case of a co-operation between firms – applicants must provide a binding declaration with the bidders' intended form of co-operation, mentioning the lead firm as well as the envisaged division of labour. All parties must provide this statement (also sub-contractors). Two forms of co-operation are possible for the current assignment:

Consortium: The association members establish joint and several liabilities and name one lead firm.

Sub-contracting: The lead firm or a consortium subcontract parts of the work to (a) sub-contractor(s); liability and responsibility for the services they perform remain with the lead firm or the consortium. The assignment of all activities to one or several subcontractors is not permissible.

Please note that the required financial statements and the number of project references of the parties are affected by the form of co-operation.

- d. Statement of Integrity to observe the highest standard of ethics during the bidding process and the execution of the contract. Applicants should be aware that any fraudulent or corrupt activities disqualify them immediately from participation in the selection process and will be subject to further legal investigation. The said declaration shall be submitted and duly signed by the firm and by all co-operating parties (including sub-contractors) according to the form in appendix.
- e. Certified statements of financial capacity of the lead firm and all members of the consortium for the last three years showing the necessary turnover (proof documents: balance sheets and profit and loss accounts of the last three years. Documents must be in English language (or original with authorised translation) and issued by a certified auditor). The firm, or all members of the consortium together must have an annual turnover of at least EUR 4,000,000. Sub-contractors must not present financial statements. Moreover, the applicant (in case of a consortium all members) shall prove its solvency by presenting confirmation of still available guarantee limit / credit line from its bank, which must not be more than six months old.

- 3.4 At least five (05) similar Project Management Support services in last 10 years (with at least one year full resident support), on large drinking water supply and sanitation infrastructure project - program financed by Development Partners. A maximum of 10 donor financed project. Any references beyond the maximum number will be ignored.
- 3.5 At least five assignments of project management support in the water sector in Sub- Sahara Africa or in any comparable developing countries.
- 3.6 Organisational structure of each party in the Joint Venture or Association indicating number and qualifications of in-house personnel, including home office, backstopping and quality assurance personnel.
- 3.7 Very brief curriculum vitae of in-house experts available to provide home office, backstopping and quality assurance services (max. 3 pages per staff). *Brief CVs shall consist of name, professional qualification and year obtained, number of years with firm, position in firm, technical field and specialisation, languages and foreign service (country, year, duration, project, task, function) if applicable. All CVs must be signed by the respective proposed staff and signatory to the bid.*

4. Other Criteria

- 4.1 The shortlisting criteria are: eligibility, organisational set-up, experience in similar assignments, experience in similar developing countries, experience in Sub-Saharan Africa and in the water sector, availability of technical capacity to execute the specified scope of services and availability of appropriate skills amongst in-house experts to provide home-office/backstopping and quality assurance services.
 - 4.2 Consultants may associate with other firms in the form of a joint venture to enhance their qualifications. The consultancy is open **only** to eligible consultants experienced in the specified fields in the water sector and will follow the latest version of the AfD Procurement Guidelines. For capacity building and knowledge transfer, associations with local consultants are highly encouraged.
 - 4.3 Eligible firms meeting the above criteria may request additional information to the EOI in English for preparing their pre-qualification documents for the above consultancy services. In this case they shall contact NWSC (email: procurement@nwsc.co.ug). The questions and answers will be sent from NWSC to all registered firms. Deadline for the last questions is 23rd June 2017. All responses to all corresponding bidders' queries will be sent electronically only (by e-mail) to all the registered firms.
5. Applications for Prequalification must be submitted as four hard copies (1 Original and three Copies) as well as an electronic copy (one PDF file on a suitable data storage medium e.g. USB stick, SD card) in a sealed envelope or packaging, either delivered by hand, courier or by registered mail to:

**The Manager Procurement,
National Water and Sewerage Corporation,
Plot No. 43, 6th Street, Industrial Area-Kampala,
P. O. Box 7053, Kampala, Uganda
Telephone: +256-414-315800/802
Email: procurement@nwsc.co.ug**

not later than: **10.00am East African Standard Time (EAT) on the 14th July 2017**

and be clearly marked "Expression of Interest for the "KW-LV WATSAN PIU Project Management

Assistance Services". Please note that for granting a free and fair competition it is not allowed to send prequalification documents by email. Prequalification documents sent by email will be excluded from evaluation. All prequalification documents are to be submitted sealed and they will be opened on the deadline of submission.

6. Applicants will be advised, in due course, of the results of their applications. Among the submitted applications, NWSC will shortlist a maximum of 6 consultants, to whom the Request for Proposals to carry out the services shall be sent.

7. Bidding will be governed by the AFD's eligibility rules and procurement procedures. This request for prequalification is also available at the following addresses:

- 1) <https://www.nwsc.co.ug/index.php/tenders>
- 2) <http://tenders.afd.dgmarket.com>
- 3) GTAI, Germany Trade and Invest GmbH, Villemombler Str. 76, 53123 Bonn
<http://www.gtai.de>
- 4) <http://ted.europa.eu/>

APPENDIX TO REQUEST FOR EXPRESSION OF INTEREST

(to be submitted with the application, signed and unaltered)

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the RFP : **KW-LV WATSAN PIU PROJECT MANAGEMENT ASSISTANCE**

To: National Water and Sewerage Corporation

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:

i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;

ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

6. In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

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

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf 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.