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|  | **MINISTRY OF WATER, SANITATION AND IRRIGATION (MWSI)**  **ATHI WATER WORKS DEVELOPMENT AGENCY(AWWDA)** |  |

**In partnership with**

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| **FRENCH DEVELOPMENT AGENCY** |

**SPECIFIC PROCUREMENT NOTICE**

**Invitation for Prequalification (IFP)**

**IPC No.: AWWDA/AFD/NWSP/W-2A/2023**

**Nairobi Water and Sanitation Project**

**Construction Works for Western Nairobi Water Transmission System and Sewerage Networks**

**Date: 23rd July 2024**

The **Athi Water Works Development Agency (AWWDA)**has receivedfunds from *Agence Française de Développement* ("**AFD**") toward the cost of **Nairobi Water and Sanitation Project** and it intends to apply part of the funds to payments under the contract for **Construction Works for Western Nairobi Water Transmission System and Sewerage Networks***.*

The Employer intends to prequalify firms for *Works* which comprise of the following Components:

1. Construction of the Kabete-Olesereni Pipeline, DN600 Ferrous (Steel or Ductile Iron) or OD710 / DN600 Hybrid (HDPE & Ferrous) Pipeline, total length 19.7 km
2. Construction of the Wilson Distribution Main, DN600 Ferrous (Steel or Ductile Iron) or OD710 / DN600 Hybrid (HDPE & Ferrous) Pipeline, total length 4.3 km
3. Construction of Water Distribution Pipelines, OD63 to OD355 HDPE Pipelines approximate total length 54 km in Kangemi, Kawangware, Kabiria, Ngong Forest, Karen Plains Kirigu and Kinoo areas.
4. Construction of 1Nr Reinforced Concrete Water Storage Tank at Karen, capacity 5,500m3.
5. Construction of Reticulation Sewers, OD200 to OD300 Double Wall Corrugated (DWC) HDPE Pipes, approximate total length 63 km in Dagoretti, Ngando, Riruta, Kawangware, Kangemi and Uthiru areas.
6. Consumer Water Connections - 560Nr Water Connections
7. Consumer Sewer Connections - 640Nr Sewer Connections including approx. 12km of Tertiary / Service Lines (DWC Pipes OD160 / OD200) to facilitate the Connections

It is expected that invitations for bid will be made in **October 2024**

Interested eligible Applicants may obtain further information from and inspect the prequalification documents at the **Athi Water Works Development Agency (AWWDA)**(address below) from **8.00 am to 5.00 pm, Monday to Friday**.

A complete set of the prequalification documents in **English language** may be purchased by interested Applicants on the submission of a written application to the address below and upon payment of a nonrefundable fee of ***Kshs. 1,000 (Kenya Shilling One Thousand Only)***. The method of payment will be **cash payment or bank transfer**. The Bidding Documents will be collected from the address given below upon production of a purchase receipt.

Documents can also be downloaded from the AWWDA website: [www.awwda.go.ke](http://www.awwda.go.ke), PPIP Portal [www.tenders.go.ke](http://www.tenders.go.ke), for free. Bidders who download the bidding document from the website MUST forward their particulars immediately to [procurement@awwda.go.ke](mailto:procurement@awwda.go.ke), for records and any further clarifications and addenda.

Applications for prequalification should be submitted in sealed envelopes, delivered to the address below by **[*12:00 pm East African Time on 4th September,2024*]** and be clearly marked "**Application to Prequalify for Nairobi Water and Sanitation Project, Construction Works for Western Nairobi Water Transmission System and Sewerage Networks. IPC No.: AWWDA/AFD/NWSP/W-2A/2023”**

Applicationswill be opened in the presence of Bidders’ representatives who choose to attend **at 12:05 pm East African Time on *4th September,2024*** at the address given below:

The Chief Executive Officer

Athi Water Works Development Agency (AWWDA)

Athi Water Plaza, Muthaiga North Road, Off Kiambu Road

P.O. Box 45283 - 00100, Nairobi, Kenya

Telephone: +254 20 2724292/3

Email: [info@awwda.go.ke](mailto:info@awwda.go.ke); website: [www.awwda.go.ke](http://www.awwda.go.ke)

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Appendix to Application Forms - Statement of Integrity, Eligibility and Environmental and Social Responsibility - MANDATORY

***Nairobi Water and Sanitation Project – Construction Works for Western Nairobi Water Transmission System and Sewerage Networks*** (the "**Contract**")

To: ***Chief Executive Officer, Athi Water Works Development Agency, P.O. Box 45283 – 00100, Nairobi, Kenya*** (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:

1. convicted, within the past five years by a court decision, which has the force of *res judicata i*n 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);
2. 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);
3. 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.

1. 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:

1. 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;
2. 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.
3. 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.
4. 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.
5. 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 indented 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.

1. 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 of[[1]](#footnote-1):

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.* [↑](#footnote-ref-1)