



REPUBLIC OF KENYA
MINISTRY OF WATER, SANITATION AND IRRIGATION
ATHI WATER WORKS DEVELOPMENT AGENCY (AWWDA)
PROJECT NAME: NAIROBI WATER AND SANITATION PROJECT
Credit No. CKE 1135 01H

REQUEST FOR EXPRESSION OF INTEREST

for

Consultancy Services for Detailed Design, Tender Documentation, ESIA/RAP and Construction Supervision for Water and Sanitation Works in the Nairobi Informal Settlements

REOI No: AWWDA/AFD/NWSP/CS-04/2021

1. The Athi Water Works Development Agency, a state corporation under the Ministry of Water, Sanitation and Irrigation (MWS&I), has received financing from *Agence Française de Développement* ("AFD"), towards the cost of the Nairobi Water and Sanitation Project, and intends to use part of the funds thereof for payments under the following services: Consultancy Services for Detailed Design, Tender Documentation, ESIA/RAP and Construction Supervision for Water and Sanitation Works in the Nairobi Informal Settlements, Contract No. AWWDA/AFD/NWSP/CS-04/2021.
2. The Services of the consultant shall consist of the following:
 - a) Prepare a database of the water and sanitation actors/players in the informal settlements
 - b) Provide a Conditional Assessment of the past works undertaken by AWWDA
 - c) Assess the water and sanitation interventions undertaken by private operators including impacts and options for scale up and prepare a collaborative framework
 - d) Evaluate options for faecal sludge management and climate change adaptability
 - e) Identify suitable sites for construction of Ablution blocks, Prepaid Water Dispensers and other Water and Sanitation Interventions as agreed
 - f) Prepare detailed designs for the Proposed Water and Sanitation Interventions including last mile connections and proposals for climate change adaptability activities. The available budget for the works in the informal settlements is Ksh 950 Million.
 - g) Acquire the required Construction approvals from relevant Authorities
 - h) Prepare Tender documents for the works and support in procurement of Works Contractor
 - i) Undertake community sensitization and promotion of Water and Sanitation services uptake by the community.
 - j) Prepare a last mile water and sanitation connections assessment report
 - k) Prepare and implement Resettlement Action Plan (RAP) and Livelihood restoration plan (LRP).

- l) Undertake Environmental and Social Impact Assessment (ESIA) for the proposed works, prepare ESIA Reports and obtain the requisite National Environmental Management Authority (NEMA) License on behalf of the client.
- m) Fulfill the role of the Engineer's Representative and carry out construction supervision including implementation of C-ESMP/RAP/LRP
- n) Undertake a Special study for water and sanitation improvements to the Kibera Informal Settlement and prepare a Masterplan
- o) Coordinate the process of identifying, selecting, training and capacity Building of the CBO's to be tasked to manage the developed Water and Sanitation Infrastructure.

The Water and Sanitation Interventions target to serve at least 500,000 people in the indicative priority areas of Mji wa Huruma; Kirigu; Motherland; Matopeni; Kamola; Kawangare Soko and 56; Big 4 IS interventions (Kiambiu, Mariguini, Kibera Zone C & D).

3. The Athi Water Works Development Agency hereby invites Applicants to express their interest in delivering the Services described above. This Request for Expressions of Interest is open to: Consultant Firms
4. 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: <http://www.afd.fr>.
5. 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 is appended to this REOI and can be downloaded from www.awwda.go.ke.
6. 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,
 - or
 - 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.

The attention of interested consultants is drawn to paragraph 1.2.3 of AFD's Procurement Guidelines, setting forth AFD's policy on conflict of interest.

7. 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 demonstrating:-
 - a. Presentation of the Consultancy firm: general presentation, scope of activities, financial data (sales figure, etc.) for the past 3 years, description of human resources, organigram, etc.

- b. Similarity of the experiences based on:
- The contracts size;
 - The nature of the Services: Experience on similar projects during the last 10 years. Similar projects include preliminary & detailed designs, design review, social/environmental safeguards implementation, preparation of tender documents and works supervision for water supply and sanitation interventions in the informal settlements and coordination and supervision of construction of last mile connections in the informal settlements set up.
 - The location: Experience in East Africa during the last 10 years
 - Experience on donor funded projects.
- c. Availability of the technical expertise: Presence of appropriate skills among staff. The Consultant will provide information (sample CVs or synopsis) for potential involvement of following staffs (not limited to), bearing in mind that other individuals may be presented at bidding stage: Team Leader (Water and Sewerage Specialist), Civil Engineer – (Water Design Engineer), Civil Engineer – Sewerage Expert, Environmental Health and Safety Expert, 2No , Engineering Surveyor , Resident Engineer, Land Economist, Architect, Deputy Resident Engineer (1) – Water, Deputy Resident Engineer (2) –Sanitation

Permanent staff of the Consulting firm will be favored for Key Staff. Potential backstopping support should also be described.

- d. Quality assurance procedures and certifications of the Applicant (ISO 9001 and/or environmental and social certification)
8. Among the submitted applications, Athi Water Works Development Agency will shortlist a maximum of six (6) Applicants, to whom the Request for Proposals to carry out the Services shall be sent. A Consultant will be selected in accordance with the Quality and Cost Based Selection (QCBS) method set out in the Procurement Guidelines.
9. Due to the security risk in some of the areas where the Services are to be performed, the evaluation of Expressions of Interest will verify that the applications meet the following criteria:
- The Applicant has at least one experience providing services in an area with a similar security risk, for which it shall provide proof of implementation of security measures (invoice or contract with a security service provider, proof of security awareness training before departure on-site, etc.).
 - The Applicant has set up internal security management procedures: it shall provide a description of its monitoring system and crisis management system.
 - For services provided abroad, the Applicant has entered into an assistance and repatriation contract for its employees: it shall provide the certificate evidencing such contract.
 - The Applicant shall describe its standard preparation process for departure on assignment in sensitive areas, and shall attach documents proving its implementation (service orders with related instructions, certificates of awareness-raising or training actions, etc.).

For a JV, its leader and any member that has its registered office outside the Client's country shall fulfil each of these criteria. An application that does not meet any of these requirements will be rejected.

10. Expressions of interest must be delivered in written form to the address below in person (hardcopy and flash disk) or by email (in PDF format, maximum size 15MB) no later than

26th October 2021 at 1200 hours East African Time; clearly marked “**Expression of Interest for Consultancy Services for Detailed Design, Tender Documentation, ESIA/RAP and Construction Supervision for Water and Sanitation Works in the Nairobi Informal Settlements, Contract No. AWWDA/AFD/NWSP/CS-04/2021**”. Acknowledgement of receipt of applications received by email will be provided.

11. Interested Applicants may obtain further information at the address below during office hours from 0800 to 1700 hours from Monday to Friday excluding lunch hour (1300 to 1400 hours and public holidays).

**The Chief Executive Officer,
Athi Water Works Development Agency,
Ground Floor, Athi Water Plaza
Muthaiga North Road, Off Kiambu Road
P.O. Box 45283-00100 Nairobi, Kenya.
Tel: 254 020 2724292/3
Fax: 254 020 27224295
Email: info@awwda.go.ke**

**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: Consultancy Services for Detailed Design, Tender Documentation, ESIA/RAP and Construction Supervision for Water and Sanitation Works in the Nairobi Informal Settlements, Contract No. **AWWDA/AFD/NWSP/CS-04/2021** (the "**Contract**")

To:

The Chief Executive Officer,
Athi Water Works Development Agency,
Ground Floor, Athi Water Plaza
Muthaiga North Road, Off Kiambu Road
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:
 - 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.