



REPUBLIC OF KENYA

MINISTRY OF WATER, SANITATION AND IRRIGATION



ATHI WATER WORKS DEVELOPMENT AGENCY



AGENCE FRANÇAISE DE DEVELOPPEMENT

Invitation for Bids

Supply and Delivery of Non-Revenue Water Management Equipment in 3 Lots

Date: **5th July 2022**
Name of Country: **Kenya**
Name of Project: **Nairobi Water and Sanitation Project (NWSP)**
IFB N^o: **AWWDA/AFD/NWSP/G-02/2022 in 3 Lots**
Credit No. **CKE 1135 01H**

1. The Athi Water Works Development Agency, a state corporation under the Ministry of Water, Sanitation and Irrigation (MWS&I), has received funds from the Agence Française de Développement (the French Development Agency) towards the cost of the Nairobi Water and Sanitation Project (NWSP). It is intended that part of the proceeds of these funds will be applied to eligible payments under the contract for Supply and Delivery of Non-Revenue Water Management Equipment in 3 Lots.
2. The Athi Water Works Development Agency now invites sealed bids from eligible bidders for the procurement of:
 - i) AWWDA/AFD/NWSP/G-02/2022 – **Lot 1 - Design, Manufacture, Testing, Supply, Delivery, Installation and Commissioning of 2No. Water Leak Detection Van**
 - ii) AWWDA/AFD/NWSP/G-02/2022 – **Lot 2 – Supply and Delivery of Non-Revenue Water Management Tools**
 - iii) AWWDA/AFD/NWSP/G-02/2022 – **Lot 3 – Supply and Delivery of Operational Vehicles**

Referred to (“the Goods”).
3. Interested eligible bidders may obtain further information from and inspect the bidding documents at the office of **The Chief Executive Officer, Athi Water Works Development Agency, Athi Water Plaza, Muthaiga North Rd, Off Kiambu Road, and P.O. Box 45283-00100 Nairobi, Kenya.**

4. A complete set of bidding documents may be purchased by interested bidders on the submission of a written application to the above and upon payment of a non-refundable fee of KES. 1,000.00 (Kenya Shillings One Thousand Only). Documents can also be downloaded from the AWWDA website: www.awwda.go.ke and www.tenders.go.ke, Bidders who download the bidding document from the website MUST forward their particulars immediately to procurement@awwda.go.ke, for records and any further clarifications and addenda.
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Agence Française de Développement's Bidding Documents for Procurement of Goods.
6. Bids must be delivered to the above office on or before **12.00pm East African Time** on - **Tuesday, 2nd August 2022** and must be accompanied by a bid security in form of an **Unconditional Bank Guarantee** in the amount of: -
 - i. **Lot 1 - KES 1,600,000.00** (Kenya Shillings One Million, Six Hundred Thousand).
 - ii. **Lot 2 – KES 440,000.00** (Kenya Shillings Four Hundred and Forty Thousand)
 - iii. **Lot 3 – KES 600,000.00** (Kenya Shillings Six Hundred Thousand)
7. Bids will be opened in public and in the presence of bidders' representatives who choose to attend at **12.00pm East African Time** on **Tuesday, 2nd August 2022** at the offices of:

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

8. Qualification criteria are as follows:

Lot 1

- a) Certified copy of certificate of Incorporation and a valid Tax Compliance Certificate
- b) Financial capability- Demonstrated minimum average annual turnover of **Kenya Shillings One Hundred and Fifty Million (KES. 150,000,000.00)**
- a) Experience and Technical Capacity – Experience as Supplier, in at least (2) contracts within the last five (5) years, each with a value of at least **Kenya shillings One Hundred Million (KES 100 million)**, that have been successfully and substantially completed and are similar to the proposed Goods and Related Services. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics.
- c) The bidder shall provide documentary evidence that Goods offered meet the requirements stipulated in the specifications.

Lot 2

- a) Certified copy of certificate of Incorporation and a valid Tax Compliance Certificate
- b) Financial capability- Demonstrated minimum average annual turnover of **Kenya Shillings fifty Million (KES. 50,000,000.00)**
- c) Experience and Technical Capacity – Experience as Supplier, in at least (2) contracts within the last five (5) years, each with a value of at least **Kenya shillings Seventeen Million (KES 17 million)**, that have been successfully and substantially completed and that are similar to the proposed Goods and Related Services. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics.
- d) The bidder shall provide documentary evidence that Goods offered meet the requirements stipulated in the specifications.

Lot 3

- a) Certified copy of certificate of Incorporation and a valid Tax Compliance Certificate
- b) Financial capability- Demonstrated minimum average annual turnover of **Kenya Shillings Sixty Million (KES. 60,000,000.00)**

- c) Experience and Technical Capacity – Experience as Supplier, in at least (2) contracts within the last five (5) years, each with a value of at least **Kenya shillings Thirty Million (KES 30 million)**, that have been successfully and substantially completed and that are similar to the proposed Goods and Related Services. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics.
- d) The bidder shall provide documentary evidence that Goods offered meet the requirements stipulated in the specifications.

Additional details are provided in the Bidding Documents.

Appendix to Invitation for Bids (To be submitted with the tender, signed and unaltered)

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference of the bid or proposal: Supply and Delivery of Non-Revenue Water Management Equipment in 3 Lots, Contract No. **AWWDA/AFD/NWSP/G-02/2022 in 3 Lots** (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 recognize 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, reorganization 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 Organization (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 authorize 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: _____

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.