

REPUBLIC OF KENYA

COAST WATER WORKS DEVELOPMENT AGENCY



MWACHE WATER PROJECT (FI N°) 96087

LOT 3 – CONSTRUCTION OF NORTH MAINLAND TRANSMISSION MAIN AND NGUU TATU STORAGE RESERVOIR

BID No. CWWDA/EIB/W/TP/3/2025

PREQUALIFICATION DOCUMENT

Employer:

Chief Executive Officer,
Coast Water Works Development Agency,
P.O. Box 90417- 80100,
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Engineer:

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Date: 3rd June 2025

International Invitation for Prequalification

MWACHE WATER PROJECT

Construction of the North Mainland Transmission Main and Nguu Tatu Storage Reservoir

Coast Water Works Development Agency (CWWDA)

1. The Coast Water Works Development Agency (hereinafter referred to as “the Borrower”) has applied for a loan from the European Investment Bank – EIB (hereinafter referred to as “the Bank”) – towards the cost of the **Mwache Water Project**. This International Invitation for Prequalification relates to the contract for; **Construction of the North Mainland Transmission Main and Nguu Tatu Storage Reservoir, Contract No. CWWDA/EIB/W/TP/3/2025**.

This contract will include:

- i) Construction of DN 800 Steel or Ductile Iron Water Transmission Pipeline from an Offtake off the Mwache Trunk Main (Section 2) to the Nguu Tatu Storage Reservoirs, total length 21.8km.
- ii) Construction of 14,000m³ capacity Reinforced Concrete Nguu Tatu Storage Reservoir and Ancillary Works including Rehabilitation of Existing 3Nr. Storage Reservoirs (total capacity 27,000m³), Construction of New Chlorination Facilities and Administration Building.
- iii) Rehabilitation works on the existing Nguu Tatu Reservoirs.
- iv) Supply and Installation of Monitoring System (SCADA System) for the above Pipeline and Reservoir, to be integrated into the Overall Monitoring System including Components constructed under other Projects (Dam, Water Treatment Plant, Lots 1 & 2 Pipelines and Reservoirs).

This contract is expected to be implemented from July 2026 to July 2029.

The criteria to be used in the Prequalification are:

- Eligibility;
 - Historical Contract Non-Performance
 - Financial Situation and Performance
 - Experience
2. All firms are invited to participate in the Prequalification.
 3. Interested eligible Applicants may obtain further information from and inspect the prequalification documents at the **Coast Water Works Development Agency (CWWDA)** (address below) during working hours (**from 8:00 am to 4:30 pm Kenyan time**) from Monday to Friday except during lunch time (12:30pm – 2:00pm), weekends and public holidays. A complete set of the prequalification documents in **English language** may be purchased by interested Applicants on the submission of a written application at the address below upon payment of a nonrefundable fee of **Kshs. 1,000 (Kenya Shillings One Thousand Only)**. The method of payment will be **bankers cheque**. The Bidding Documents will be collected from the address below upon production of a purchase receipt or be downloaded free of charge from our website www.cwwda.go.ke and immediately email the firms’ names and contact details to: procurement@cwwda.go.ke for records and communication of any tender clarifications or addenda.
 4. Applications must be delivered in closed envelopes bearing the mention “**Application for Prequalification of Lot 3 – Construction of the North Mainland Transmission Main and Nguu Tatu Storage Reservoir**” **not later than 12:00 PM local time 3rd July 2025** at the following address:

The Chief Executive Officer
Coast Water Works Development Agency (CWWDA)
Attention: Procurement Manager
Nkurumah Road, Off Mikindani Street

P.O. Box 90417 – 80100, Mombasa, Kenya

PREQUALIFICATION DOCUMENT

Procurement of

MWACHE WATER PROJECT

Lot 3 – Construction of the North Mainland Transmission Main and Nguu Tatu Storage Reservoir

IPC No: CWWDA/EIB/W/TP/3/2025

Project: MWACHE WATER PROJECT

Employer: COAST WATER WORKS DEVELOPMENT AGENCY

Country: REPUBLIC OF KENYA

Issued on: 3RD JUNE 2025

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PART 1 - Prequalification Procedures

Section I - Instructions to Applicants

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Section I - Instructions to Applicants

A. General

1. **Scope of Application**
 - 1.1 In connection with the invitation for Prequalification indicated in Section II (Prequalification Data Sheet) (PDS), the Employer, as defined **in the PDS**, issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the Works described in Section VII (Scope of Works). In case the Works are to be bid as individual contracts (i.e., the slice and package procedure), these are listed **in the PDS**. The Request for Bids (RFB) number corresponding to this prequalification is also provided **in the PDS**.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated **in the PDS** has applied for or received financing (hereinafter called “funds”) from the European Investment Bank EIB (hereinafter called “the Bank”) in an amount specified **in the PDS**, towards the cost of the project named **in the PDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) resulting from the bidding for which this prequalification is conducted.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan (or credit) account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant or materials, or services if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the loan (or credit).
3. **Fraud and Corruption**
 - 3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the EIB’s Anti-Fraud Policy and Guide to Procurement for Projects financed by the EIB.
 - 3.2 In further pursuance of this policy, Applicants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection

process, prequalification process, bid submission (in case prequalified), proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

- 4. Eligible Applicants**
- 4.1 Applicants shall meet the eligibility criteria as per this ITA and ITA 5.1 and 5.2.
- 4.2 An Applicant may be a firm that is a private entity, a state-owned enterprise or institution subject to ITA 4.8 or any combination of such entities in the form of a joint venture (“JV”) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the prequalification process, bidding (in the event the JV submits a Bid) and during contract execution (in the event the JV is awarded the Contract). Unless specified **in the PDS**, there is no limit on the number of members in a JV.
- 4.3 A firm may apply for prequalification both individually, and as part of a joint venture, or participate as a subcontractor. If prequalified, it will not be permitted to bid for the same contract both as an individual firm and as a part of the joint venture or as a subcontractor. However, a firm may participate as a subcontractor in more than one Bid, but only in that capacity. Bids submitted in violation of this procedure will be rejected.¹
- 4.4 A firm and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that firm) may submit its application for prequalification either individually, as joint venture or as a subcontractor among them for the same contract. However, if prequalified, only one prequalified Applicant will be allowed to bid for the same contract. All Bids submitted in violation of this procedure will be rejected.
- 4.5 An Applicant may have the nationality of any country, subject to the restrictions pursuant to ITA 5.1 and 5.2. An Applicant shall be deemed to have the nationality of a country if the Applicant is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the

¹ *If this Document is being used to prequalify Applicants for the Procurement of Plant, modify this provision in the PDS to reflect the “One Bid per Bidder” provision in the Bank’s Standard Procurement Document for Plant.*

determination of the nationality of proposed specialized sub-contractors or suppliers for any part of the Contract including related Services.

- 4.6 Applicants shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if they, or any of their affiliates, participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Employer or Borrower as Engineer for contract implementation of the Works that are the subject of this prequalification. In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the prequalification Document or Request for Bids (RFB) Document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the prequalification, RFB process and execution of the Contract.
- 4.7 An Applicant that is subject to the EIB Exclusion Policy, subject to financial sanctions imposed by the EU either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter, as outlined in the Guideline to Procurement for Projects financed by the EIB, Section 1.2 read with Section 1.4 and Section 3.2 of the Guideline.
- 4.8 Applicants that are state-owned enterprise or institutions in the Employer's Country may be eligible to prequalify, compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.9 An Applicant shall not be under suspension from bidding by the Employer as the result of the execution of a Bid/Proposal–Securing Declaration.
- 4.10 An Applicant shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to

participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligibility

5.1 Firms and individuals may be ineligible if they are nationals of ineligible countries as indicated in Section V. The countries, persons or entities are ineligible if:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

5.2 When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITA 5.1(a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

B. Contents of the Prequalification Document

6. Sections of Prequalification Document

6.1 This Prequalification Document consists of parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with ITA 8.

PART 1 Prequalification Procedures

- Section I - Instructions to Applicants (ITA)
- Section II - Prequalification Data Sheet (PDS)
- Section III - Qualification Criteria and Requirements
- Section IV - Application Forms
- Section V – Eligible Countries
- Section VI – Fraud and Corruption

PART 2 Works Requirements

- Section VII - Scope of Works

6.2 Unless obtained directly from the Employer, the Employer

accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification Document in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Employer shall prevail.

6.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish with its Application all information or documentation as is required by the Prequalification Document.

7. Clarification of Prequalification Document and Pre-Application Meeting

7.1 An Applicant requiring any clarification of the Prequalification Document shall contact the Employer in writing at the Employer's address indicated **in the PDS**. The Employer will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of the applications. The Employer shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Document directly from the Employer, including a description of the inquiry but without identifying its source. If so indicated **in the PDS**, the Employer shall also promptly publish its response at the web page identified **in the PDS**. Should the Employer deem it necessary to amend the Prequalification Document as a result of a clarification, it shall do so following the procedure under ITA 8. and in accordance with the provisions of ITA 17.2.

7.2 If indicated **in the PDS**, the Applicant's designated representative is invited at the Applicant's cost to attend a pre-Application meeting at the place, date and time mentioned **in the PDS**. During this pre-Application meeting, prospective Applicants may request clarification of the project requirement, the criteria for qualifications or any other aspects of the Prequalification Document.

7.3 Minutes of the pre-Application meeting, if applicable, including the text of the questions asked by Applicants, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Applicants who have obtained the Prequalification Document. Any modification to the Prequalification Document that may become necessary as a result of the pre-Application meeting shall be made by the Employer exclusively through the use of an Addendum pursuant to ITA 8. Non-attendance at the pre-Application meeting will not be a cause for disqualification of an Applicant.

8. Amendment of Prequalification

8.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification

Document Document by issuing an Addendum.

- 8.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Document from the Employer. The Employer shall promptly publish the Addendum at the Employer’s web page identified **in the PDS**.
- 8.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2.

C. Preparation of Applications

9. **Cost of Applications** 9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.
10. **Language of Application** 10.1 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Employer, shall be written in the language specified **in the PDS**. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the PDS**, in which case, for purposes of interpretation of the Application, the translation shall govern.
11. **Documents Comprising the Application** 11.1 The Application shall comprise the following:
- (a) **Application Submission Letter**, in accordance with ITA 12.1;
 - (b) **Eligibility**: documentary evidence establishing the Applicant’s eligibility, in accordance with ITA 13.1;
 - (c) **Qualifications**: documentary evidence establishing the Applicant’s qualifications, in accordance with ITA 14; and
 - (d) any other document required as specified **in the PDS**.
- 11.2 The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application
12. **Application Submission Letter** 12.1 The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Letter must be completed without any alteration to its format.
13. **Documents** 13.1 To establish its eligibility in accordance with ITA 4, the

Establishing the Eligibility of the Applicant

Applicant shall complete the eligibility declarations in the Application Submission Letter and Forms ELI (eligibility) 1.1 and 1.2, included in Section IV (Application Forms).

14. Documents Establishing the Qualifications of the Applicant

14.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification Criteria and Requirements, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).

14.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the EUR equivalent using the rate of exchange determined as follows:

- (a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted).
- (b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified **in the PDS**. Any error in determining the exchange rates in the Application may be corrected by the Employer.

15. Signing of the Application and Number of Copies

15.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 11 and clearly mark it “ORIGINAL”. The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.

15.2 The Applicant shall submit copies of the signed original Application, in the number specified **in the PDS**, and clearly mark them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.

D. Submission of Applications

16. Sealing and Marking of Applications

16.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:

- (a) bear the name and address of the Applicant;
- (b) be addressed to the Employer, in accordance with ITA 17.1; and
- (c) bear the specific identification of this prequalification process indicated **in the PDS** 1.1.

16.2 The Employer will accept no responsibility for not

processing any envelope that was not identified as required in ITA 16.1 above.

17. Deadline for Submission of Applications

17.1 Applicants may either submit their Applications by mail or by hand. Applications shall be received by the Employer at the address and no later than the deadline indicated **in the PDS**. When so specified **in the PDS**, Applicants have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified **in the PDS**.

17.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA 8, in which case all rights and obligations of the Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

18. Late Applications

18.1 The Employer reserves the right to accept applications received after the deadline for submission of applications, unless otherwise specified **in the PDS**.

19. Opening of Applications

19.1 The Employer shall open all Applications at the date, time and place specified **in the PDS**. Late Applications shall be treated in accordance with ITA 18.1.

19.2 Applications submitted electronically (if permitted pursuant to ITA 17.1) shall be opened in accordance with the procedures specified **in the PDS**.

19.3 The Employer shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.

E. Procedures for Evaluation of Applications

20. Confidentiality

20.1 Information relating to the Applications, their evaluation and results of the prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification process until the notification of prequalification results is made to all Applicants in accordance with ITA 28.

20.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 28. any Applicant that wishes to contact the Employer on any matter related to the prequalification process may do so only in writing.

21. Clarification of Applications

21.1 To assist in the evaluation of Applications, the Employer may, at its discretion, ask an Applicant for a clarification (including missing documents) of its Application, to be

submitted within a stated reasonable period of time. Any request for clarification from the Employer and all clarifications from the Applicant shall be in writing.

21.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Employer’s request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.

22. Responsiveness of Applications

22.1 The Employer may reject any Application which is not responsive to the requirements of the Prequalification Document. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant.

23. Margin of Preference

23.1 Unless otherwise specified **in the PDS**, a margin of preference for domestic bidders² shall not apply in the bidding process resulting from this prequalification.

24. Subcontractors

24.1 Unless otherwise stated **in the PDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (so-called “Nominated Subcontractors”).

24.2 The Applicant shall not propose to subcontract the whole of the Works. The Employer, in ITA 25.2, may permit the Applicant to propose subcontractors for certain specialized parts of the work as indicated therein as (“Specialized Subcontractors”). Applicants planning to use such Specialized Subcontractors shall specify, in the Application Submission Letter, the activity(ies) or parts of the Works proposed to be subcontracted along with details of the proposed subcontractors including their qualification and experience.

² An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer, have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

F. Evaluation of Applications and Prequalification of Applicants

25. Evaluation of Applications

- 25.1 The Employer shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Employer reserves the right to waive minor deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the Contract.
- 25.2 Subcontractors proposed by the Applicant shall be fully qualified for their parts of the Works. The subcontractor's qualifications shall not be used by the Applicant to qualify for the Works unless their parts of the Works were previously designated by the Employer **in the PDS** as can be met by Specialized Subcontractors, in which case, the qualifications of the Specialized Subcontractor proposed by the Applicant may be added to the qualifications of the Applicant for the purpose of the evaluation.
- 25.3 In case of multiple contracts, Applicants should indicate in their Applications the individual contract or combination of contracts in which they are interested. The Employer shall prequalify each Applicant for the maximum combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements. The qualification criteria and requirements are specified in Section III.
- 25.4 However, with respect to the specific experience under item Section III (Qualification Criteria and Requirements), 4.2 (a), the Employer will select any one or more of the options as identified below:

N is the minimum number of contracts

V is the minimum value of a single contract.

(a) Prequalification for one Contract:

Option 1: (i) N contracts, each of minimum value V;

Or

Option 2: (i) N contracts, each of minimum value V,

Or

(ii) Less than or equal to N contracts, each of minimum value V, but with total value of all contracts equal or more than $N \times V$

(b) Prequalification for Multiple Contracts

Option 1: (i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Applicant has applied for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3; ----etc.

Or

Option 2: (i) Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Applicant has applied for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3; ----etc,

Or

(ii) **Lot 1:** N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$ ---
-etc.

Or

Option 3: (i) Minimum requirements for combined

contract(s) shall be the aggregate requirements for each contract for which the Applicant has applied for as follows, and N1, N2, N3, etc. shall be different contracts:

Lot 1: N1 contracts, each of minimum value V1;

Lot 2: N2 contracts, each of minimum value V2;

Lot 3: N3 contracts, each of minimum value V3; ---etc,

Or

(ii) **Lot 1:** N1 contracts, each of minimum value V1; or number of contracts less than or equal to N1, each of minimum value V1, but with total value of all contracts equal or more than $N1 \times V1$

Lot 2: N2 contracts, each of minimum value V2; or number of contracts less than or equal to N2, each of minimum value V2, but with total value of all contracts equal or more than $N2 \times V2$

Lot 3: N3 contracts, each of minimum value V3; or number of contracts less than or equal to N3, each of minimum value V3, but with total value of all contracts equal or more than $N3 \times V3$ ---
-etc,

Or

(iii) Subject to compliance as per (ii) above with respect to minimum value of single contract for each lot, total number of contracts is equal or less than $N1 + N2 + N3$ +--but the total value of all such contracts is equal or more than $N1 \times V1 + N2 \times V2 + N3 \times V3$ +---.

25.5 Only the qualifications of the Applicant shall be considered. The qualifications of other firms, including the Applicant's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors in accordance with ITA 25.2 above) or any other firm(s) different from the Applicant shall not be considered.

26. Employer's Right to Accept or Reject Applications

26.1 The Employer reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

- 27. Prequalification of Applicants**
- 27.1 All Applicants whose Applications substantially meet or exceed the specified qualification requirements will be prequalified by the Employer.
- 27.2 An Applicant may be “conditionally prequalified,” that is, qualified subject to the Applicant submitting or correcting certain specified nonmaterial documents or deficiencies to the satisfaction of the Employer.
- 27.3 Applicants that are conditionally prequalified will be so informed along with the statement of the condition(s) which must be met to the satisfaction of the Employer before or at the time of submitting their Bids.
- 28. Notification of Prequalification**
- 28.1 The Employer shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.
- 28.2 Applicants that have not been prequalified may write to the Employer to request, in writing, the grounds on which they were disqualified.
- 29. Request for Bids**
- 29.1 Promptly after the notification of the results of the prequalification, the Employer shall invite Bids from all the Applicants that have been prequalified or conditionally prequalified.
- 29.2 Bidders may be required to provide a Bid Security or a Bid-Securing Declaration acceptable to the Employer in the form and an amount to be specified in the bidding document.
- 29.3 The successful Bidder shall be required to provide a Performance Security as specified in the bidding document.
- 29.4 If applicable, the successful Bidder shall be required to provide a separate Environmental and Social (ES) Performance Security.
- 29.5 Bidders shall be required to provide a Code of Conduct which will apply to their and sub-contractors’ personnel that includes the minimum requirements specified in the bidding document.
- 29.6 Bidders shall be required to submit management strategies and implementation plans that address key Environmental and Social (ES) risks (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)) requirements.
- 29.7 If required in the bidding document, the successful Bidder shall provide additional information about its beneficial ownership using the Beneficial Ownership Disclosure Form

included in the bidding document.

29.8 If specified in the PDS, Bidders shall be required to submit a Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration, using the Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) declaration form included in the bidding documents.

29.9 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

**30. Changes in
Qualifications of
Applicants**

30.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to bid (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a prequalified applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III (Qualification Criteria and Requirements); or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the Request for Bids.

**31. Procurement
Related Complaint**

31.1 The procedures for making a Procurement-related Complaint are as specified in the PDS.

Section II - Prequalification Data Sheet (PDS)

A. General	
ITA 1.1	<p>The identification of the Invitation for Prequalification is: <i>CWWDA/EIB/W/TP/3/2025</i></p> <p>The Employer is: <i>Chief Executive Officer</i> <i>Coast Water Works Development Agency</i> <i>Address: P.O. Box 90417 – 80100, Mombasa, Kenya</i> <i>Telephone: +254 041 2315230</i> <i>Email address: info@cwdda.go.ke</i></p> <p>The Number of contracts (Lots) is: <i>One (1) Contract (Lot)</i></p> <p>RFB name and number are: <i>Lot 3 – Construction of the North Mainland Transmission Main and Nguu Tatu Storage Reservoir, CWWDA/EIB/W/TP/3/2025</i></p>
ITA 2.1	The Borrower is: <i>Government of Kenya</i>
ITA 2.1	Loan or Financing Agreement amount: EUR 110,000,000 (one hundred ten million euros)
ITA 2.1	The name of the Project is: <i>MWACHE WATER PROJECT</i>
ITA 4.2	Maximum number of members in the JV shall be: <i>Three (3)</i>
ITA 4.7	A list of Entities subjected to an exclusion decision or settlement agreement under the EIB Debarment policy is available on the Bank's external website: https://www.eib.org/en/about/accountability/anti-fraud/exclusion/index .
B. Contents of the Prequalification Document	
ITA 7.1	<p>For clarification purposes, the Employer's address is: Attention: <i>Chief Executive Officer, Coast Water Works Development Agency,</i> Address: <i>P.O. Box 90417 – 80100, Mombasa, Kenya</i> Telephone: <i>+254 041 2315230</i> Electronic mail address: <i>info@cwdda.go.ke and copy: procurement@cwdda.go.ke</i></p>
ITA 7.1 & 8.2	Web page: <i>www.cwdda.go.ke</i>
ITA 7.2	A Pre-Application meeting <i>will not be held</i>

C. Preparation of Applications	
ITA 10.1	<p>This Prequalification document has been issued in <i>English</i> language.</p> <p>All correspondence exchange shall be in <i>English</i> language.</p> <p>The Application as well as all correspondence shall be submitted in <i>English</i>.</p>
ITA 11.1 (d)	<p>The Applicant shall submit with its Application, the following additional documents:</p> <ul style="list-style-type: none"> • Appendix 1 - Covenant of Integrity • Appendix 2 – Environmental and Social Covenant
ITA 14.2	<p>The source for determining exchange rates is: <i>Central Bank of Kenya Selling Rate</i></p>
ITA 15.2	<p>In addition to the original, the number of copies to be submitted with the Application is: <i>Three (3) paper copies and one (1) digital copy (flashdisk)</i></p>
D. Submission of Applications	
ITA 17.1	<p>The deadline for Application submission is:</p> <p>Date: 3rd July 2025</p> <p>Time: 12:00 PM Local Time</p> <p>For Application submission purposes only, the Employer's address is:</p> <p>Attention: <i>Chief Executive Officer, Coast Water Works Development Agency</i></p> <p>Street Address: <i>Nkrumah Road off Mikindani Street</i></p> <p>City: <i>Mombasa</i></p> <p>Country: <i>Kenya</i></p> <p>Applicants <i>shall not</i> have the option of submitting their Applications electronically.</p>
ITA 18.1	<p>Late Applications will be returned unopened to the Applicants.</p>
ITA 19.1	<p>The opening of the Applications shall be at:</p> <p>Street Address: <i>Coast Water Works Development Agency, Nkrumah Road off Mikindani Street</i></p> <p>City: <i>Mombasa</i></p> <p>Country: <i>Kenya</i></p> <p>Date: 3rd July 2025</p> <p>Time: 12:05 PM Local Time</p>
ITA 19.2	<p>The electronic Application opening procedures shall be: <i>Not Applicable</i></p>

E. Procedures for Evaluation of Applications	
ITA 23.1	A margin of domestic preference <i>shall not</i> apply
ITA 24.1	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by sub-contractors selected in advance.
F. Evaluation of Applications and Prequalification of Applicants	
ITA 25.2	<p>The parts of the Works for which the Employer permits Applicants to propose Specialized Subcontractors are designated as follows:</p> <p><i>Supply and Installation of Monitoring System (SCADA System) for the North Mainland Transmission Main Pipelines and the Nguu Tatu Storage Reservoirs.</i></p> <p><i>Supply, installation and monitoring during the Defects Liability Period of a cathodic protection system for the Steel Pipelines to be constructed under the Works as described in Section VII (Scope of Works).</i></p>
ITA 29.8	The Employer intends to require Bidders to submit Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Declaration.
ITA 31.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Annex 8 to the European Investment Bank Guide to Procurement (Procurement Complaints Procedures).” If an Applicant wishes to make a Procurement-related Complaint, the Applicant shall submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="padding-left: 40px;">For the attention: <i>Hamoud M. Mguza</i></p> <p style="padding-left: 40px;">Title/position: <i>Chief Executive Officer</i></p> <p style="padding-left: 40px;">Employer: <i>Coast Water Works Development Agency</i></p> <p style="padding-left: 40px;">Email address: <i>info@cwvda.go.ke</i></p> <p>In summary, at this stage, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Prequalification Documents; and 2. the Employer’s decision not to prequalify an Applicant.

Section III - Qualification Criteria and Requirements

This section contains all the methods, criteria, and requirements that the Employer shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

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Eligibility and Qualification Criteria			Compliance Requirements				Document/ Form
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITA 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITA 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Letter
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITA 4.7 and 5.1	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Letter
1.4	State-owned Entity of the Borrower Country	Applicant required to meet conditions of ITA 4.8	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Forms ELI -1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Applicant’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITA 5.1 and 5.2 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements				Document/ Form
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of Applicant’s default in the past five (5) (since 1 st January 2020)	Must meet requirement ¹	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer	Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITA 4.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Application Submission Letter
2.3	Pending Litigation	Applicant’s financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Applicant ³ since 1 st January 2020 (<i>in the past five (5) years</i>)	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Declaration:	Declare any civil work contracts that have been	Must make the	N/A	Each must make	N/A	Form CON-3 ES

¹ Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

² This requirement also applies to contracts executed by the Applicant as JV member.

³ The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Applicant or any member of a joint venture may result in rejection of the Application.

Eligibility and Qualification Criteria			Compliance Requirements			Document/ Form	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
	Environmental, and Social (ES) past performance	suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years ⁴ .	declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration		the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration.		Performance Declaration
2.6	Bank's SEA and/or SH Disqualification	(a)..At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations (b)..If the Applicant had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Applicant shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment for another Bank financed works contract	Must meet requirement (including each subcontractor Must meet requirement (including each subcontractor)	N/A N/A	Must meet requirement (including each subcontractor proposed by the Applicant) Must meet requirement (including each subcontractor proposed by the Applicant)	N/A N/A	Application Submission Letter, Form CON-4 Application Submission Letter, Form CON-4
3. Financial Situation and Performance							

⁴ The Employer may use this information to seek further information or clarifications during the bidding stage and the associated due diligence.

Eligibility and Qualification Criteria			Compliance Requirements				Document/ Form
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
3.1	Financial Capabilities	(i) The Applicant shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as EUR € 3,800,000 (Euro Three Million, Eight Hundred Thousand) for the subject contract(s) net of the Applicants other commitments	Must meet requirement	Must meet requirement	Must meet at least 25% (twenty five percent) of the Requirement	Lead Member must meet at least 60% (sixty percent) of the Requirement	Form FIN – 3.1, with attachments
		(ii). The Applicant shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii). The audited balance sheets or, if not required by the laws of the Applicant’s country, other financial statements acceptable to the Employer, for the last Five (5) years shall be submitted and must demonstrate the current soundness of the Applicant’s financial position and indicate its prospective long-term profitability	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover of EUR € 25,000,000 [Euro Twenty Five Million] , calculated as total certified payments received for contracts in progress and/or completed within the last five years	Must meet requirement	Must meet requirement	Must meet at least 25 %, [twenty five percent] of the requirement	Lead Member must meet at least 60 %, [sixty percent] of the requirement	Form FIN – 3.2
4. Experience							

Eligibility and Qualification Criteria			Compliance Requirements			Document/ Form	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last five years, starting 1 st January 2020 .	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	A minimum number of similar contracts specified below that have been satisfactorily and substantially ⁵ completed as a prime contractor, joint venture member ⁶ , management contractor or subcontractor between 1 st January 2016 and Application submission deadline: Two (2) Contracts, each of minimum value EUR € 25,000,000 (Euro Twenty Five Million) <i>Note: Applicant to provide Legally Certified Completion Certificates for completed Contracts or Letter from the Employer for ongoing Works</i>	Must meet requirement	Must meet requirement ⁷	N/A	N/A	Form EXP 4.2(a)
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2016 and Application					

⁵ Substantial completion shall be based on 80% or more works completed under the contract.

⁶ For contracts under which the Applicant participated as a joint venture member or sub-contractor, only the Applicant's share, by value, and role and responsibilities shall be considered to meet this requirement.

⁷ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

Eligibility and Qualification Criteria			Compliance Requirements			Document/ Form	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		<p>submission deadline, a minimum construction experience in the following key activities successfully completed⁸:</p> <p>i)....Experience in Construction of Large Water Supply Pipelines: Two (2) Contracts involving Construction of large diameter Water Supply or Transmission Pipelines (Steel Pipeline with Welded Joints or Ductile Iron Pipeline with Push-on Joints) of size 800mm diameter and above and length at least 15km at a rate of at least 1.5km per month.</p> <p>ii)....Experience in Major Concrete Works for Water Retaining Structures Two (2) Contracts involving Construction of Reinforced Concrete Water Retaining Structures of capacity equal to or greater than 10,000m³ (e.g. Water Storage Tanks).</p> <p><i><u>Note: For all the above Key Activities, Applicant to give the name, address, location (country and city) and description of the area where the Works were carried out and provide a copy of Legally Certified Completion Certificate or Legally Certified Supporting Letter signed by the Employer</u></i></p> <p><i><u>For the Rate of Pipe Laying in (i) above, Applicant to provide proof of the rate of laying with site logs signed by the Engineer or Engineer’s Monthly Progress Report.</u></i></p>	<p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Must meet requirement</p> <p>Must meet requirement</p>	<p>N/A</p> <p>N/A</p>	<p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Form EXP- 4.2(b)</p> <p>Form EXP- 4.2(b)</p>
4.2 (c)	Specific Experience in managing ESHS aspects	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1 st January 2016	Must meet requirements	Must meet requirement	N/A	Lead Member must meet requirements	Form EXP – 4.2 (c)

⁸ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

Eligibility and Qualification Criteria			Compliance Requirements			Document/ Form	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirement
				All Members Combined	Each Member	One Member	
		<p>and Application submission deadline, at least Two (2) experiences in managing ESHS (Environmental, Social, Health and Safety) risks and impacts in the following aspects:</p> <ul style="list-style-type: none"> i)...Impacts on Water Resources – sedimentation, siltation and contamination with oils & fuels ii)...Impacts on Soil Resources – soil erosion and contamination with oils & fuels iii)..Impacts on Air Quality – dust, emissions from construction plant and equipment iv)..Noise and Vibrations produced by construction plant and equipment v)...Impacts on Vegetation Cover – vegetation stripping and tree cutting vi)..Health, Safety and Security of Contractor’s Workers and the Community in the Project Areas vii).Sexual Exploitation and Abuse (SEA), Gender Based Violence (GBV) and Sexual Harassment (SH) viii)Spread of Communicable Diseases including HIV/AIDS and COVID-19 <p><i>Each of the above aspects can be presented in separate experiences but each of them shall be presented in at least two (2) experiences.</i></p> <p><u><i>Note: For all the above experiences, Applicant to give the name, address, location (country and city) and provide a copy of Legally Certified Completion Certificate or Legally Certified Supporting Document signed by the Employer and which testify all of the above aspects.</i></u></p>					

Section IV - Application Forms

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Application Submission Letter

Date: *[insert day, month, and year]*

PDS No. and title: *CWWDA/EIB/W/TP/3/2025*

MWACHE WATER PROJECT

*Lot 3 – Construction of the North Mainland Transmission Main and
Nguu Tatu Storage Reservoir*

To: Chief Executive Officer
Coast Water Works Development Agency
P.O. Box 90417 – 80100
Mombasa, Kenya

We, the undersigned, apply to be prequalified for the referenced PDS and declare that:

- (a) **No reservations:** We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with ITA 8: *[insert the number and issuing date of each addendum]*.
- (b) **No conflict of interest:** We have no conflict of interest in accordance with ITA 4;
- (c) **Eligibility:** We (and our subcontractors) meet the eligibility requirements as stated ITA 4, we have not been suspended by the Employer based on execution of a Bid/Proposal-Securing Declaration in accordance with ITA 4.9;
- (d) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are in compliance with the conditions set forth in the Covenant of Integrity attached in Appendix 1 to the Application for Prequalification;
- (e) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (v) below and delete the others]*.
We *[where JV, insert: “including any of our JV members”]*, and any of our subcontractors:
 - (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
 - (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
 - (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
 - (iv) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]*
 - (v) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents*

demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

- (f) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITA 4.8];*
- (g) **Subcontractors and Specialized Subcontractors:** We, in accordance with ITA 24.2 and 25.2, plan to subcontract the following key activities and/or parts of the works:
[Insert any of the key activities identified in Section III - 4.2(a) or (b) which the Employer has permitted under the Prequalification Document and which the Applicant intends to subcontract along with complete details of the Specialized Subcontractors, their qualification and experience]
- (h) **Commissions, gratuities, fees:** We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process, the corresponding bidding process or execution of the Contract:

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
<i>[insert full name for each occurrence]</i>	<i>[insert street/number/city/country]</i>	<i>[indicate reason]</i>	<i>[specify amount currency, value, exchange rate and EUR equivalent]</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

[If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Application]

- (i) **Not bound to accept:** We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any Application that you may receive nor to invite the prequalified Applicants to bid for the contract subject of this Prequalification process, without incurring any liability to the Applicants, in accordance with ITA 26.1.
- (j) **True and correct:** All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name *[insert full name of person signing the Application]*

In the capacity of *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of:

Applicant's Name *[insert full name of Applicant or the name of the JV]*

Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month]*, *[insert year]*

[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]

[Insert Applicant's Letter Head]

Appendix 1 to Application Submission Letter – Covenant of Integrity

MWACHE WATER PROJECT; Lot 2 – Construction of the Mwache Trunk Main (Section 2), Transmission Pipelines and Storage Reservoirs in West Mainland and Changamwe (the “Contract”)

To: The Chief Executive Officer, Coast Water Works Development Agency, P.O. Box 90417-80100, Mombasa, Kenya (the “Contracting Authority”)

[Name of lead tenderer] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for [name of the contract] managed by [name of promoter] (the “Contract”), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the “Associated Entities and Persons”), nor any of our parent, subsidiary or affiliate companies,

- (i) have engaged in any Prohibited Conduct¹ in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;
- (ii) are listed or otherwise subject to EU/United Nations sanctions;²
- (iii) are the subject of a current decision of exclusion by the European Investment Bank;
- (iv) during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned³ by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or
- (v) are excluded or subject to enforcement actions or otherwise sanctioned⁴ by the EU institutions or bodies, or any multilateral development bank,⁵ on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the Contract.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to

¹ Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at <https://www.eib.org/en/publications/anti-fraud-policy> and as amended from time to time.

² EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter.

³ Including a fine or any other financial penalty, irrespective of whether paid yet or not.

⁴ Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint.

⁵ Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank.

(v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (if not applicable, please indicate not applicable in the table below):

Name of entity	Details of disclosure	Measures taken or to be taken

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract [insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee]:

Name of recipient	Address	Reasons	Amount

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will appoint and maintain in office an officer who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We grant the [name of promoter], the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case for at least 6 (six) years from the date of tender submission and, in the event we are awarded the Contract, at least 6 (six) years following the date of substantial performance of the Contract. We shall ensure that in any agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Note: This Covenant must be sent to the Bank together with the contract in the case of an international procurement procedure (as defined in section 3.3.2). In other cases, it must be kept by the promoter and be made available, upon request, to the Bank.

[Insert Applicant's Letter Head]

Appendix 2 to Application Submission Letter - Environmental and Social Covenant

MWACHE WATER PROJECT: Lot 2 – Construction of the Mwache Trunk Main (Section 2), Transmission Pipelines and Storage Reservoirs in West Mainland and Changamwe (the “Contract”)

To: The Chief Executive Officer, Coast Water Works Development Agency, P.O. Box 90417-80100, Mombasa, Kenya (the “Contracting Authority”)

We, [name of lead tenderer], shall, and shall ensure that all of our joint venture members and subcontractors, if any, for [name of the contract] managed by [name of the Contracting Authority] (the “Contract”), comply with all labour and health and safety laws and regulations applicable in the country of implementation of the Contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on the environment that are applicable, ratified and in force in the country of implementation of the Contract.

Labour standards

We commit to adhere to the principles of the Fundamental Conventions of the International Labour Organization,⁶ and, in particular, we explicitly pledge not to employ child labour or forced labour, in line with Standard 8 of the EIB's Environmental and Social Standards.⁷

We will require our subcontractors not to employ child labour or forced labour [and to cascade these requirements throughout their respective supply chains].⁸ We shall:

- (i) pay rates of wages and benefits and observe conditions of work (including working time) that are fair and not lower than those established for the trade or industry where the work is carried out and ensure that wages are paid promptly and regularly; and
- (ii) keep complete and accurate records of employment of workers at the site.

[for works contracts, insert:

“Workers relations

We shall, in line with Standard 8 of the EIB's Environmental and Social Standards, [insert “have in place”/“develop and implement”] labour management policy and procedures commensurate to the size and workforce that will be applicable to the project (including a grievance mechanism in line with good international practice to address both labour and occupational health and safety considerations). We will regularly monitor and report on implementation of the grievance mechanism to [name of the Contracting Authority], including on any corrective measures deemed necessary.”]

Occupational and public health, and safety and security

We shall:

⁶ <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang-en/index.htm>.

⁷ <https://www.eib.org/en/publications/eib-environmental-and-social-standards>.

⁸ Text between brackets to be added in case the Bank's risk assessment identifies the presence or a significant risk of child labour, forced labour or sexual exploitation or abuse at the primary supplier, or when risks are known or have been reported in lower tiers of the supply chain.

- (i) comply with all applicable occupational health and safety laws in the country of implementation of the Contract;
- (ii) develop and implement the necessary health and safety management plans and systems commensurate with the project risks and impacts, in accordance with [in the case of goods, non-consulting services and works, insert “the measures defined in the Project’s environmental and social management plans or equivalent and/or in the relevant studies and”] International Labour Organization guidelines on occupational safety and management systems;⁹
- (iii) provide workers employed in relation to the Contract access to adequate, safe and healthy facilities as well as living quarters for workers living on-site, if relevant, in line with the EIB’s Environmental and Social Standards;
- (iv) communicate all occupational health and safety rules, instructions and signage in a language understood by the workforce;
- (v) provide qualified [emergency response/]first aid arrangements at all times;
- (vi) develop and implement a code of conduct and adopt specific measures to prevent and address inter alia gender-based violence, sexual exploitation and human trafficking for all workers, including those of our subcontractors;
- (vii) use security management arrangements that are consistent with international human rights standards and principles¹⁰ where such arrangements are required for the delivery of the Contract;
- (viii) establish procedures and systems for investigating, recording and reporting any type of accident and incident (whether they happen on-site or within the Contract influence area) that occurs as a direct consequence of the implementation works or Contract activities;
- (ix) report, investigate, document and analyse any environmental and health and safety incidents, accidents or circumstances and their impact or the effect arising or likely to arise from them, including permanent disabilities, ill health or fatalities occurring in relation to the Contract, and take due actions to address and prevent any future similar event, keep the EIB informed of the ongoing implementation of these measures and, where required by national law, notify the relevant authorities of such occurrences and cooperate with them in this respect.

Protection of the environment

We shall take all reasonable steps to protect the environment, biodiversity and ecosystems on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. [in the case of goods, non-consulting services and works, insert “To this end, emissions, discharges to the surface, ground and marine environments and effluent from our activities will comply with the limits, specifications or stipulations as defined in [insert name of the relevant document]¹¹ and the international and national legislation and regulations applicable in the country of implementation of the Contract.”]

Environmental and social performance

We shall comply with the measures prescribed to us in the Contract and any corrective or preventative actions in the annual environmental and social monitoring report or other environmental and social action plan required by the Contract, if any [in the case of works, insert “and submit [insert the periodicity as indicated in the Contract, if any] environmental and social monitoring reports to [insert name of the Contracting Authority]”]. [in the case of contracts above

⁹ http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm.

¹⁰ For example, the United Nations Voluntary Principles on Security and Human Rights (<https://www.voluntaryprinciples.org/>), the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (<https://www.ohchr.org/en/professionalinterest/pages/useofforceandfirearms.aspx>), the United Nations Code of Conduct for Law Enforcement Officials (<https://www.ohchr.org/EN/ProfessionalInterest/Pages/LawEnforcementOfficials.aspx>) and the International Code of Conduct for Private Security Providers (https://www.icoca.ch/en/the_icoc).

¹¹ For instance an environmental and social impact assessment and respective permits.

the thresholds,¹² insert “To this end, we shall develop and implement an environmental and social management system commensurate to the size and complexity of the Contract and provide [insert name of the Contracting Authority] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports. We further commit to fully cooperate with the staff of the supervision consultant, where applicable.”]

Our tender price as offered for the Contract includes all costs related to our environmental and social performance obligations under the Contract. We shall:

- (i) reassess, in consultation with [insert name of the Contracting Authority], any changes that may potentially cause negative environmental or social impacts;
- (ii) provide [insert name of the Contracting Authority] with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the implementation of the Contract previously not taken into account; and
- (iii) in consultation with [insert name of the Contracting Authority], adjust environmental and social monitoring and mitigation and/or compensatory and/or remedy measures as necessary to assure compliance with our environmental and social obligations.

[in the case of goods, non-consulting services and works, insert:

“Environmental and social staff

We shall facilitate [insert name of the Contracting Authority]’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above.”]

[in the case of contracts above the thresholds for goods, non-consulting services and works, insert: “Environmental and social management team

For this purpose, we shall appoint and maintain in office until the completion of the Contract an environmental and social management team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to [insert name of the Contracting Authority] and to whom [insert name of the Contracting Authority] shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.”]

We accord [insert name of the Contracting Authority] and the EIB, and auditors appointed by either of them, the right to inspect all our accounts, records, electronic data and documents related to the environmental and social aspects of the current Contract, as well as all those of our joint venture members and subcontractors.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

¹² See section 3.4.1 of the guide for the thresholds.

Note to the promoter: This Environmental and Social Covenant must be sent to the Bank together with the contract in the case of an international procurement procedure (as defined in section 3.3.2). In other cases, it must be kept by the promoter and made available, upon request, to the Bank.

Form ELI -1.1 Applicant Information Form

Date: *[insert day, month, year]*

PDS No. and title: **CWWDA/EIB/W/TP/3/2025
MWACHE WATER PROJECT**

***Lot 3 – Construction of the North Mainland Transmission Main and
Nguu Tatu Storage Reservoir***

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Applicant's name <i>[insert full name]</i>
In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i>
Applicant's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Applicant's actual or intended year of incorporation: <i>[indicate year of Constitution]</i>
Applicant's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITA 4.5. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.2. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITA 4.8 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Applicant is not under supervision of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELI -1.2 Applicant's JV Information Form

[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member (in case the Applicant is a JV) as well as any Specialized Subcontractor proposed to be used by the Applicant for any part of the Contract resulting from this prequalification]

Date: *[insert day, month, year]*

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Applicant name: <i>[insert full name]</i>
Applicant's JV Member's name: <i>[insert full name of Applicant's JV Member]</i>
Applicant's JV Member's country of registration: <i>[indicate country of registration]</i>
Applicant JV Member's year of constitution: <i>[indicate year of constitution]</i>
Applicant JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITA 4.5. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Employer, in accordance with ITA 4.8.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant, each member of a Joint Venture and each Specialized Sub-contractor]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's Name: *[insert full name]*

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Non-Performed Contracts in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2019 specified in Section III, Qualification Criteria and Requirements, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January 2019 specified in Section III, Qualification Criteria and Requirements, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and EUR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), EUR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert amount]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate “Employer” or “Contractor”]</i> Status of dispute:	<i>[insert amount]</i>
Litigation History in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No Litigation History in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), EUR Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate “Employer” or “Contractor”]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Form CON – 3 ES Performance Declaration

[The following table shall be filled in for the Applicant, each member of a Joint Venture and each Specialized Subcontractor]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized
Subcontractor's Name: *[insert full name]*

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Environmental and Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social, (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social, (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and EUR equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate</i>	<i>[insert amount]</i>

		<i>main reason(s)</i>	
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ES performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and EUR equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>		<i>[insert amount]</i>

Form CON – 4

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Applicant, each member of a Joint Venture and each subcontractor proposed by the Applicant]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name:
[insert full name]

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SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations An arbitral award on the disqualification case has been made in our favor.</p> <p><input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p> <p><input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>
<p><i>[If (d) or (e) above are applicable, provide the following information:]</i></p>
<p>Period of disqualification: From: _____ To: _____</p>
<p>If previously provided for another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (as per (d) above)</p> <p>Name of Employer: _____</p> <p>Name of Project: _____</p> <p>Contract description: _____</p> <p>Brief summary of evidence provided: _____</p> <p>_____</p>

Contact Information: (Tel, email, name of contact person): _____

As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above**) [*attach details as appropriate*].

Form FIN – 3.1 Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

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1. Financial data

Type of Financial information in (currency)	Historic information for previous <i>five (5) years</i> , (amount in currency, currency, exchange rate*, EUR equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

2. Sources of Finance

[The following table shall be filled in for the Applicant and all parties combined in case of a Joint Venture]

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (EUR equivalent)
1		
2		
3		

3. Financial documents

The Applicant and its parties shall provide copies of financial statements for ***the previous five (5)*** years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹³ for the _____ years required above; and complying with the requirements

¹³ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Form FIN - 3.2 Average Annual Construction Turnover

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

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Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate*	EUR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Construction Turnover **	

* Refer ITA 14 for date and source of exchange rate.

** Total EUR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, 3.2.

Form EXP - 4.1 General Construction Experience

[The following table shall be filled in for the Applicant and in the case of a JV Applicant, each Member]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

PDS No. and title: **CWWDA/EIB/W/TP/3/2025**

MWACHE WATER PROJECT

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[Identify contracts that demonstrate continuous construction work over the past five (5) years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Year	Ending Year	Contract Identification	Role of Applicant
<i>[indicate year]</i>	<i>[indicate year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and EUR equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and EUR equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and EUR equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i>

* Refer ITA 14 for date and source of exchange rate.

Form EXP - 4.2(a) Specific Construction and Contract Management Experience

[The following table shall be filled in for contracts performed by the Applicant, member of a Joint Venture or Specialized Sub-contractors]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

PDS No. and title: **CWWDA/EIB/W/TP/3/2025**

MWACHE WATER PROJECT

**Lot 3 – Construction of the North Mainland Transmission Main and
Nguu Tatu Storage Reservoir**

Page *[insert page number]* of *[insert total number]* pages

Similar Contract No.: _____ of 2	Information			
Contract Identification	<i>[insert contract name and number, if applicable]</i>			
Award date	<i>[insert day, month, year, e.g., 15 June, 2015]</i>			
Completion date	<i>[insert day, month, year, e.g., 03 October, 2017]</i>			
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount	_____ <i>[insert total contract amount in local currency]</i>		_____ EUR <i>[insert Exchange rate and total contract amount in EUR equivalent]*</i>	
If member in a JV or sub- contractor, specify share in value in total Contract amount and roles and responsibilities	_____ % <i>[insert a percentage amount]</i>	_____ <i>[insert total contract amount in local currency]</i>	_____ <i>[insert exchange rate and total contract amount in EUR equivalent]*</i>	
	<i>[insert roles and responsibilities]</i>			
Employer's Name:	_____			
Address:	_____			
Telephone/fax number	_____			
E-mail	_____			

* Refer ITA 14 for date and source of exchange rate.

Form EXP - 4.2(a) (cont.) Specific Construction and Contract Management Experience (cont.)

Similar Contract No.: _____ of 2	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	_____ <i>[insert amount in local currency, exchange rate, EUR in words and in Figures]</i>
2. Physical size of required works items	_____ <i>[insert physical size of items]</i>
3. Complexity	_____ <i>[insert description of complexity]</i>
4. Methods/Technology	_____ <i>[insert specific aspects of the methods/technology involved in the contract]</i>
5. Construction rate for key activities	_____ <i>[insert rates and items]</i>
6. Other Characteristics	_____ <i>[insert other characteristics as described in Section VII, Scope of Works]</i>

Note: *The Applicant shall provide a Legally Certified Completion Certificate for each completed Contract or a Supporting Letter from the Client for an ongoing Contract indicating percentage of Works completed for each of the references.*

Form EXP - 4.2(b) Construction Experience in Key Activities

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]* Applicant's JV
Member's Name: *[insert full name]*
Sub-contractor's Name¹⁴ (as per ITA 24.2 and
24.3): *[insert full name]*

PDS No. and title: **CWWDA/EIB/W/TP/3/2025**
MWACHE WATER PROJECT
Lot 3 – Construction of the North Mainland Transmission Main and
Nguu Tatu Storage Reservoir

Page *[insert page number]* of *[insert total number]* pages

1. ___ Key Activity No. 1: *Experience in Construction of Large Water Supply Pipelines (Steel or Ductile Iron)*

Information				
Contract Identification:	<i>[insert contract name and number, if applicable]</i>			
Award Date:	<i>[insert day, month, year, i.e., 15 June, 2015]</i>			
Completion Date:	<i>[insert day, month, year, i.e., 03 October, 2017]</i>			
Role in Contract: <i>[check the appropriate box]</i>	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract Amount:	<i>[insert total contract amount in contract currency(ies)]</i>			EUR <i>[insert exchange rate]</i>
	<i>[insert total contract amount in EUR equivalent]</i>			
Quantity (length of Pipeline constructed) under the contract per year or part of the year (indicate No. of months)	Size (diameter) of Pipeline	Total Quantity in the Contract (Km) (i)	Percentage participation (%) (ii)	Actual quantity performed (Km) (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:	<i>[insert full name]</i>			
Address:	<i>[indicate street / number / town or city / country]</i>			
Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city area codes]</i>			
Email:	<i>[insert email address, if available]</i>			

Note: *The Applicant shall provide a Legally Certified Completion Certificate for each completed Contract or a Supporting Letter from the Client for an ongoing Contract indicating percentage of Works completed for each of the references.*

¹⁴ *If applicable*

**Form EXP–4.2(b) (cont.):
Construction Experience in Key Activities (cont.)**

Applicant's Name: *[insert full name]*
Joint Venture Member's Name: *[insert full name]*

Key Activity No. 1 (cont.)

Description of the key activities in accordance with criterion 4.2(b) of Section III - Evaluation and Prequalification Criteria	
Project Characteristics	<i>Applicant to insert response to inquiry indicated in left column</i>
i) Size(s)/Diameters of Pipes laid in mm	
ii) Length of Pipeline in Km (if Pipeline had sections of varying diameters, indicate length of each diameter section)	
iii) Pipe Material(s) (e.g. Steel, Ductile Iron, etc.)	
iv) Method(s) of Jointing of Pipes & Fittings (e.g. couplings, flanged joints, welded joints, etc.)	
v) Duration of Pipeline Construction Activity (if in different sections, give durations for each section)	<i>Start Date (Month/Year)</i> _____ <i>Finish Date (Month/Year)</i> _____
vi) Applicant to provide briefly (within the space provided here) any other Technical Information regarding the reference Project and Key activity to demonstrate the Applicant's relevant experience and capabilities for similar works	

2. Key Activity No. 2: Experience in Major Concrete Works for Water Retaining Structures (e.g. Water Storage Tanks) of capacity 10,000m³ and above

Information			
Contract Identification:	<i>[insert contract name and number, if applicable]</i>		
Award Date:	<i>[insert day, month, year, i.e., 15 June, 2015]</i>		
Completion Date:	<i>[insert day, month, year, i.e., 03 October, 2017]</i>		
Role in Contract: <i>[check the appropriate box]</i>	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Management Contractor
Total Contract Amount:	<i>[insert total contract amount in contract currency(ies)]</i>		EUR <i>[insert exchange rate]</i>
	<i>[insert total contract amount in EUR equivalent]</i>		
Quantity (volume of Reinforced Concrete) produced and placed under the contract per year or part of the year (indicate No. of months)	Total Quantity in the Contract (m ³) (i)	Percentage participation (%) (ii)	Actual quantity performed (m ³) (i) x (ii)
Year 1			
Year 2			
Year 3			
Year 4			
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/Fax numbers:	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
Email:	<i>[insert email address, if available]</i>		

Note: The Applicant shall provide a Legally Certified Completion Certificate for each completed Contract or a Supporting Letter from the Client for an ongoing Contract indicating percentage of Works completed for each of the references.

**Form EXP–4.2(b) (cont.):
Construction Experience in Key Activities (cont.)**

Applicant's Name: *[insert full name]*
Joint Venture Member's Name: *[insert full name]*

Key Activity No. 2 (cont.)

Description of the key activities in accordance with criterion 4.2(b) of Section III - Evaluation and Prequalification Criteria	
Project Characteristics	<i>Applicant to insert response to inquiry indicated in left column</i>
i) Type and Description of Reinforced Concrete Structures constructed e.g. Water Storage Tanks, Water/Wastewater Treatment Structures such as Sedimentation Tanks, Filters, etc. Indicate number of the structures, physical dimensions and capacities of the structures	
ii) Total Volume of concrete produced and placed for the above structures (m ³)	
iii) Total Quantity of Reinforcement Steel used (Tons)	
iv) Applicant to provide briefly (within the space provided here) any other Technical Information regarding the reference Project and Key activity to demonstrate the Applicant's relevant experience and capabilities for similar works	

Note: *If the Project did not have both Pipelines and Reservoirs, Applicant may submit separate Forms for different Projects as necessary. The same applies to type of SCADA System i.e. in case Hard Wired and GSM Systems were not installed on the same Project.*

Form EXP - 4.2(c)

Specific Experience in Managing ESHS aspects

[The following table shall be filled in for contracts performed by the Applicant, and in case of a Joint Venture, the Lead Member]

Applicant's Name: _____

Date: _____

PDS No. and title: **CWWDA/EIB/W/TP/3/2025
MWACHE WATER PROJECT**

**Lot 3 – Construction of the North Mainland Transmission Main and
Nguu Tatu Storage Reservoir**

Page _____ of _____ pages

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount	_____ <i>[insert total contract amount in local currency]</i>		_____ EUR <i>[insert Exchange rate and total contract amount in EUR equivalent]*</i>	
If member in a JV or sub-contractor, specify share in value in total Contract amount and roles and responsibilities	_____ % <i>[insert a percentage amount]</i>	_____ <i>[insert total contract amount in local currency]</i>	_____ <i>[insert exchange rate and total contract amount in EUR equivalent]*</i>	
	<i>[insert roles and responsibilities]</i>			
Employer's Name:	_____			
Address:	_____			
Telephone/fax number	_____			
E-mail	_____			

* Refer ITA 14 for date and source of exchange rate.

Form EXP - 4.2(c) (cont.):
Specific Experience in Managing ESHS aspects (cont.)

Criteria	Information
<p>Description of the ES Impacts and measures implemented under the contract:</p> <p>a) ES Risks/Impacts (as per list of Risks/Impacts in Criterion 4.2(c) of Section III – Qualification Criteria and Requirements)</p>	<p><i>[Insert description¹⁵]</i></p>
<p>b) ES implemented measures</p>	<p><i>[Insert description and provide a document supporting the implementation of ES measures, acceptable to the Employer¹⁶]</i></p>

¹⁵ Application may submit separate Forms for different Projects as necessary to cover the ES Risks/Impacts listed under Criterion 4.2(c) of Section III – Qualification Criteria and Requirements.

¹⁶ For example ES activity reports, ES final reports, ES inspection reports, supervision Engineer's reports, etc. Only documents evidencing implementation of ES measures shall be accepted.

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

In reference to ITA 5.1 and 5.2, for the information of the Applicants, at the present time firms and individuals, supply of goods, or contracting of works or services, from the following countries are excluded from this prequalification process:

Under ITA 5.1 (a): *None*

Under ITA 5.1 (b): *None*

Section VI - Fraud and Corruption

1. Purpose

1.1 The Bank’s Anti-Fraud Policy and Guide to Procurement for Projects financed by the EIB and this annex apply.

2. Requirements

2.1 The EIB requires that Borrowers (including beneficiaries of EIB financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of EIB-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the EIB:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii. “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. “obstructive practice” is:
 - (a) destroying, falsifying, altering or concealing of evidence material to the investigation, or making false statements to investigators, with the intent to impede the investigation
 - (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (c) acts intended to impede the exercise of the EIB Group’s contractual rights of audit or inspection or access to information.
- b. Rejects a proposal for award if the EIB determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the EIB determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the EIB to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the EIB's Anti-Corruption Guidelines, and in accordance with the EIB's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible: (i) to be awarded or otherwise benefit from a EIB-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a EIB-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a EIB loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the EIB to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the EIB.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the EIB or persons appointed by the EIB to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

PART 2 - Works' Requirements

Section VII - Scope of Works

Contents

1. Description of the Works	3
2. Construction Period	4
3. Site and Other Data	5
4. Environmental, Social, Health and Safety (ESHS) Requirement	7

1. Description of the Works

The Scope of Works is as follows:

- 1) Construction of DN 800 Steel or Ductile Iron Water Transmission Pipeline from an Offtake off the Mwache Trunk Main (Section 2) to the Nguu Tatu Storage Reservoirs, total length 21.8km.
- 2) Construction of 14,000m³ capacity Reinforced Concrete Nguu Tatu Storage Reservoir and Ancillary Works including Construction of New Chlorination Facilities and Administration Building.
- 3) Rehabilitation works on the existing 3Nr. Nguu Tatu Storage Reservoirs (total capacity 27,000m³)
- 4) Supply and Installation of Monitoring System (SCADA System) for the above Pipeline and Reservoir, to be integrated into the Overall Monitoring System including Components constructed under other Projects (Dam, Water Treatment Plant, Lots 1 & 2 Transmission Pipelines and Reservoirs).

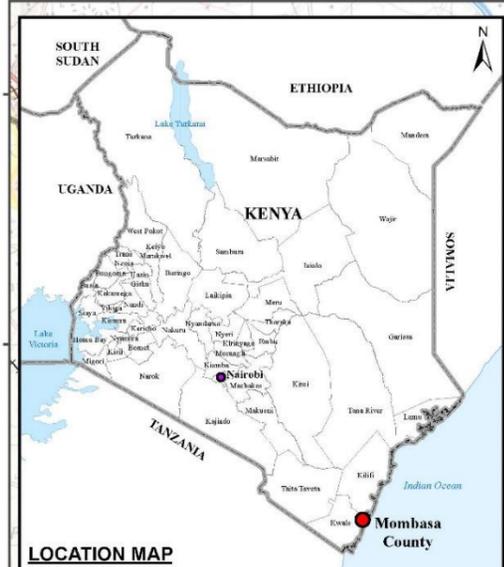
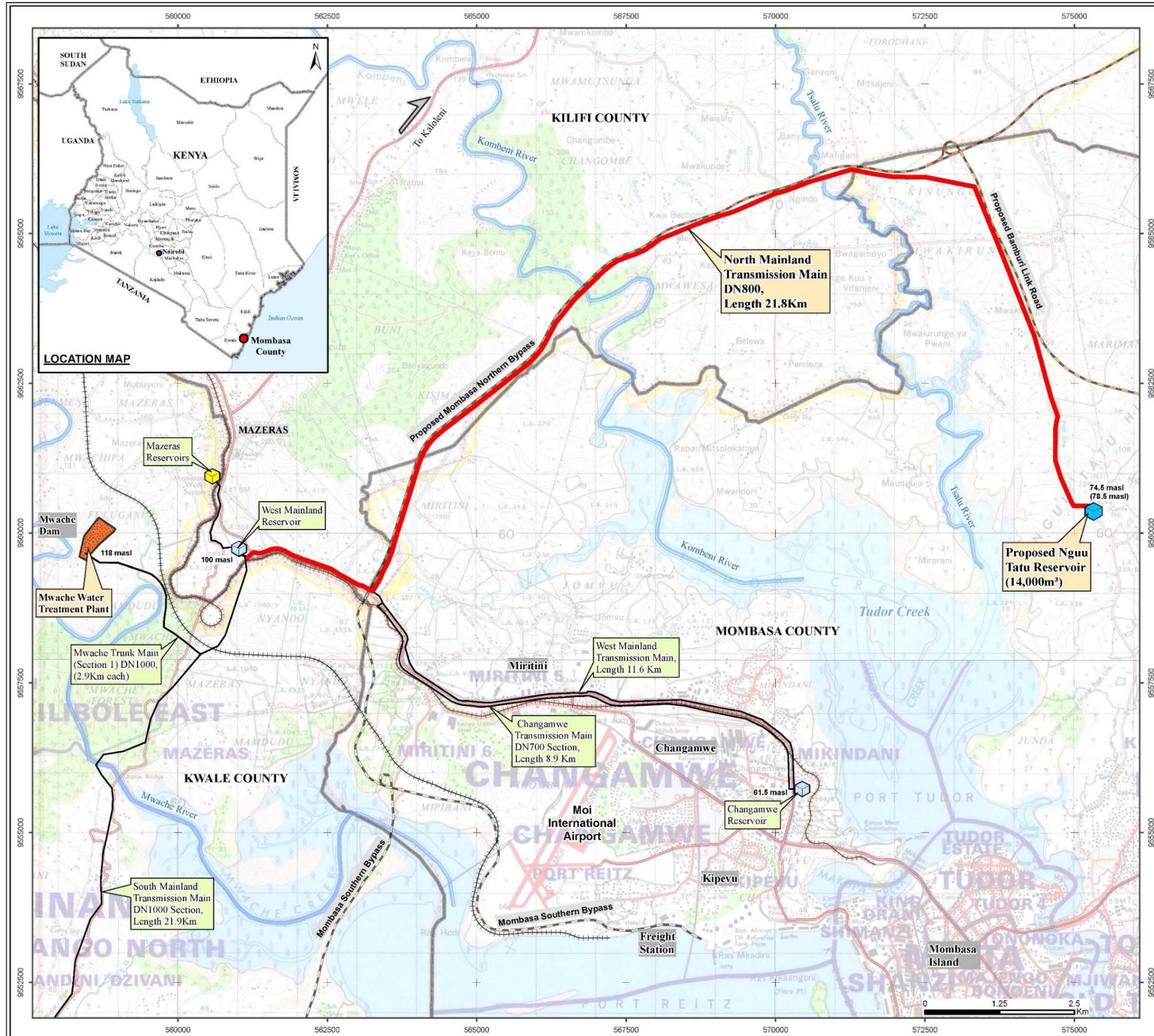
2. Construction Period

The Construction Period is **24 Months (730 days)**.

3. Site and Other Data

- The Project sites are situated in Kilifi and Mombasa Counties. The North Mainland Transmission Main traverses Miritini, Mwakirunge and Nguu Tatu areas in Mombasa County as well as Bonje and Chang’ombe areas in Kilifi County.
- The Nguu Tatu Storage Reservoir is proposed to be constructed within the existing Nguu Tatu Storage Reservoir Site in Mombasa North Mainland along the Kiembeni-Kaloleni Road.

A Project Layout Plan is given on Page 2-6.



PROJECT LAYOUT PLAN



Legend

Scope of Works under this Contract/ Lot

- Proposed Reservoir
- North Mainland Transmission Pipeline (DN700)

Works to be Constructed under other Contracts/ Lots

- Mwache WTP
- Other Transmission Pipelines

Other Features

- Existing Reservoir
- Standard Gauge Railway (SGR)
- Meter Gauge Railway
- Major Roads
- Rivers
- Proposed Mombasa Northern Bypass
- Mombasa Southern Bypass
- Proposed Bamburi Link Road
- County Boundary

REVISIONS	BY	DATE	APPROVED
	CHECKED		

CLIENT:
**THE CHIEF EXECUTIVE OFFICER,
 COAST WATER WORKS
 DEVELOPMENT AGENCY**
 P.O. BOX 90417 - 80100
 MOMBASA, KENYA

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PROJECT NAME:
**IMPROVEMENT OF DRINKING WATER AND
 SANITATION SYSTEMS IN MOMBASA:
 MWACHE CKE 1103**

BID No. CWWDA/WB/MWCEW-TM/03/2022

LOT 3: CONSTRUCTION OF NORTH MAINLAND
 TRANSMISSION MAIN AND NGUU TATU RESERVOIR

DRAWING TITLE:
PROJECT LAYOUT PLAN

Designed by: J.M.K	Drawn by: S.J.O
Checked by: E.I./M.R.S.R	Approved by: B.D
Scale: AS SHOWN	Date: JAN, 2023
DRG No. M430/MP/SM/LP/01	
REV 0	

4. Environmental, Social, Health and Safety (ESHS) Requirements

A Summary of Environmental, Social, Health and Safety (ESHS) Requirements including key Risks, Anticipated Impacts and expectations on the Contractor to manage the ESHS risks and impacts is given in the Table that follows:

ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY (ESHS) REQUIREMENTS

RISK	ANTICIPATED IMPACTS	MITIGATION MEASURES EXPECTED TO BE IMPLEMENTED BY THE CONTRACTOR	MONITORING PARAMETERS
Impacts on Water Resources	<ul style="list-style-type: none"> • Sedimentation and siltation of storm water drainage channels and seasonal Streams along the routes of the pipelines due to excavation and other construction activities. • Contamination of water resources with oils and fuels from construction plant and equipment 	<ul style="list-style-type: none"> • All wastewater which may be contaminated with oily substances must be managed in accordance with an appropriate Waste Management Plan (WMP). • No hydrocarbon-contaminated water may be discharged to the environment. • At construction stage, the contractor will prepare a Specific Construction Environment and Social Management Plan (C-ESMP) to include among other items Soil and Sedimentation Control Plan, Spoil Management Control Plan and Waste Management Plan. 	<ul style="list-style-type: none"> • State of natural storm water drainage channels • Quality of water flowing within seasonal Streams along the pipeline routes <p>The monitoring frequency shall be quarterly</p>
Impacts on Soil	<ul style="list-style-type: none"> • Soil erosion resulting from activities such as excavation and clearing of vegetation • Contamination of soil with oils and fuels from construction plant and equipment. 	<ul style="list-style-type: none"> • Vegetation clearing and topsoil disturbance to be minimized. • Use of sand bags, diversion berms, culverts, or other physical means to prevent soil erosion • Stockpiles shall not exceed 2 m height, shall be located away from drains, protected from rain and wind • Topsoil shall be evenly spread across the cleared areas when reinstated. • Mulch generated from indigenous cleared vegetation to be spread across exposed soils after construction • At construction stage, the contractor will prepare Specific Construction Environment and Social Management Plan (C-ESMP) which included among other; Soil and Sedimentation Control Plan, Spoil Management Control Plan and Waste Management Plan. 	<ul style="list-style-type: none"> • State of natural storm water drainage channels • Quality of water flowing within seasonal Streams along the pipeline routes <p>The monitoring frequency shall be quarterly</p>
Impacts on Air Quality	<ul style="list-style-type: none"> • Emissions of oxides of nitrogenous gases (NO₂ in particular) from construction plant and equipment • Dust and particulate matter generation by construction-related vehicle traffic on unpaved roads. 	<ul style="list-style-type: none"> • Develop and implement a Dust Management Plan (DMP) to be developed and inspections undertaken to ensure compliance; • Excavated materials to be removed from site as soon as possible if not being re-used. If being re-used, stockpiles to be covered; • Speed limits on haul routes and in construction sites to be observed to reduce dust generation; • Regular watering of bare soil surfaces on the construction sites to be done as set out in the Dust Management Plan • Exposed areas to be revegetated as soon as possible after construction activities 	<ul style="list-style-type: none"> • Service and Inspection Reports of plant and equipment • Air Quality Monitoring Report findings • Number of complaints from the community

RISK	ANTICIPATED IMPACTS	MITIGATION MEASURES EXPECTED TO BE IMPLEMENTED BY THE CONTRACTOR	MONITORING PARAMETERS
Noise and Vibrations Impacts	Generation of noise and vibrations by construction plant and equipment	<ul style="list-style-type: none"> ● Expose the minimum area required for the works and on a phased basis as required in the Construction Programme ● Noisy plant and equipment to be located as far away as possible from human settlement, and use of barriers e.g., site huts, acoustic sheds or partitions wherever practicable; ● Acoustic enclosures, mufflers or silencers to be fitted where practicable and in accordance with manufacturer’s specifications. ● Alternatives to diesel / petrol engines and pneumatic units such as hydraulic or electric-controlled units, to be used where practicable; ● Construction activities that generate significant noise to be restricted to daytime hours; ● Equipment and plant to be turned off when not in use; ● Equipment to be regularly inspected and maintained in good working order. 	<ul style="list-style-type: none"> ● Service and Inspection Reports of plant and equipment ● Number of complaints from the community
Impacts on vegetation cover	Stripping of vegetation cover and cutting of trees may have impacts on soil and water resources	<ul style="list-style-type: none"> ● Cutting of trees to be avoided as much as possible within the pipeline routes and reservoir sites. Where cutting of trees cannot be avoided, compensatory planting of trees to be undertaken. ● Vegetation shall only be stripped where necessary and confined to the working areas. ● Vegetation to be cleared and trees to be cut shall be agreed with the supervising engineer and demarcated before the start of the clearing operations. ● Rehabilitation of temporary work sites and contractor’s camp sites to be reinstated as soon as possible after completion of works with suitable native vegetation 	<ul style="list-style-type: none"> ● Number of trees replanted as compensatory trees ● Status of reinstatement of completed sites
Impacts on Health Safety and Security of Contractor’s Workers and the Project Area Community	Increased Project-related traffic, the construction works, change to the environment due to increased noise, decreased air quality, inappropriate waste handling or disposal, and accidental leaks and spills, and influx of the Project workforce all present potential hazards for the health, safety and security of Contractor’s Workers and of the local communities within the	<ul style="list-style-type: none"> ● To reduce the potential accidents and hazards, Contractor will develop and monitor implementation of a Community Health and Safety Management Plan (CHSMP) which will include the following measures: ● Workers to be provided with suitable Personal Protective Equipment (PPE); ● Provision of adequate and gender-segregated sanitary facilities for workers. ● All workers to be trained on Safety Health and Environment (SHE) with an aim of improving awareness; 	<ul style="list-style-type: none"> ● Number of incidents recorded on site and within communities ● Community satisfactory reports with regards to health and safety ● Reported and addressed grievances on site and from communities

RISK	ANTICIPATED IMPACTS	MITIGATION MEASURES EXPECTED TO BE IMPLEMENTED BY THE CONTRACTOR	MONITORING PARAMETERS
	Project Area	<ul style="list-style-type: none"> ● First Aid training to be provided to workers Representatives and first aid kits to be provided at all sites ● Trenches over 1.5m deep to be secured using barriers and warning tapes. ● Contractor to install appropriate safety signage along the work areas; ● Arrangements to be made with nearby health facilities to provide emergency services in case of accidents ● Where necessary, traffic control measures to be put in place where necessary including signage and control of traffic by trained flagmen. 	
Sexual Exploitation and Abuse (SEA), Gender Based Violence (GBV) and Sexual Harassment (SH)	Influx of workers into the Project Area increases risk of Sexual Exploitation and Abuse (SEA), Gender Based Violence (GBV) and Sexual Harassment (SH) amongst the Contractor’s employees and between the Project Workforce and the resident Community	<ul style="list-style-type: none"> ● Contractor to develop and implement a SEA/GBV/SH Action Plan with an Accountability and Response Framework as part of the C-ESMP. The Action Plan will be guided by the EIB Group Environmental and Social Policy (February 2022) and International Best Practice on Gender Based Violence and Sexual prevention of Sexual Exploitation and Abuse such as the World Bank’s Good Practice Note for Addressing Gender-based Violence in Investment Project Financing involving Major Civil Works (Sept. 2018) . ● Contractor to have a clear human resources policy that is aligned with national laws against SEA, GBV and SH ● Provisions related to SEA, GBV and SH to be integrated into the Code of Conduct and signed by all employees and sub-contractors ● Contractor to carry out sensitization of staff and a sub-contractors on responsibilities related to SEA, GBV and SH in the Code of Conduct and consequences of non-compliance ● Designated human resources personnel to manage reports of SEA, GBV and SH according to policy ● Contractor to implement measures to ensure that SEA, GBV and SH at the community level is not triggered by the Project, including: <ul style="list-style-type: none"> - effective and on-going community engagement and consultation, particularly with women and girls; - Review of specific project components that are known to heighten SEA, GBV and SH risk at the community level, e.g., 	<ul style="list-style-type: none"> ● SEA/GBV/SH Action Plan ● Code of Conduct ● No. of Staff Trainings ● No. of SEA/GBV/SH cases reported and actions taken

RISK	ANTICIPATED IMPACTS	MITIGATION MEASURES EXPECTED TO BE IMPLEMENTED BY THE CONTRACTOR	MONITORING PARAMETERS
		<p>compensation schemes; employment schemes for women; etc.</p> <ul style="list-style-type: none"> ● Contractor to develop specific plan for mitigating these known risks, e.g., sensitization around gender-equitable approaches to compensation and employment; etc. ● Contractor to ensure adequate referral mechanisms are in place if a case of GBV at the community level 	
Communicable Diseases	Spread of communicable diseases including HIV/AIDS	<ul style="list-style-type: none"> ● Workers and the surrounding communities to be sensitized on awareness, prevention and management of Communicable diseases including HIV/AIDS through staff training, awareness campaigns, workshops etc. ● Use existing clinics to provide VCT services and ARVs to staff ● Safety of women and girls in provision of VCT services to be ensured. ● Contractor’s Camps and all Work Sites to be kept clean, adequate sanitation facilities and clean water to be provided. 	<ul style="list-style-type: none"> ● Number of cases of diseases reported ● Rate of absenteeism due to diseases ● No of workers trained on HIV/ AIDS ● Number of gender-segregated toilets constructed
COVID 19	Spread of COVID -19 amongst workers and to resident communities	<ul style="list-style-type: none"> ● Contractor to develop Standard Operating Procedures (SOPs) for managing the spread of Covid-19 during project execution and for approval by the Supervising Engineer before mobilization. The SOPs shall be in line with the Guidance note to EIB promoters on environmental and social performance in EIB-financed operations in response to the COVID-19 outbreak crisis (May 2020); ● Mandatory provision and use of appropriate Personal Protective Equipment (PPE) shall be required for all project personnel ● For work activities requiring workers to be in close proximity, social distancing to be maintained to the extent possible. ● All workers and visitors accessing worksites or attending meetings shall be subjected to temperature checks. ● Contractor to Install handwashing facilities with adequate running water and soap or sanitizing facilities at entrance to work sites and meeting venues and ensure they are used; ● Ensure routine sanitization of shared social facilities and other communal places including workstations, door knobs, hand rails etc; 	<ul style="list-style-type: none"> ● Availability of appropriate SOPs, Training material, PPE, sanitizing facilities ● No of workers sensitized on COVID-19 ● No of hand-washing facilities installed; facemasks and temperature monitors secured, etc.

