

# **PART I**

## **PREQUALIFICATION FOR CONSULTANCY SERVICES FOR OLKARIA VII GEOTHERMAL POWER PROJECT**

**24 September 2024**

KGN-BDD-016-2024

# Preface

The Kenya Electricity Generating Company PLC (KenGen, referred hereafter as “Employer”) and The European Investment Bank (EIB), the financier for the Consultancy Services Contract for the Olkaria VII Geothermal Power Project have agreed to use EIB procurement guidelines and adapt the format of The KfW Standard Procurement Document “Standard Bidding Documents for Consulting Services”, customized to suit the Olkaria VII Geothermal Power Project procurement process.

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## SECTION I – GENERAL PROVISIONS (GP)

### I. General

#### I.1 SCOPE OF APPLICATIONS AND DEFINITIONS

I.1.1 In connection with the Invitation for Prequalification indicated in Section II, Specific Provisions (**SP**), the Employer, as defined in the **SP**, issues this Prequalification Document (“Prequalification Document”) to prospective applicants (“Applicants”) interested in submitting applications (“Applications”) for prequalification to bid for the assignment described in SP 1.4.1.

I.1.2 The Employer as indicated in the **SP** has applied for or received financing (hereinafter called “funds”) from European Investment Bank (hereinafter called “EIB”) towards the cost of the project named in the **SP**. The Employer intends to apply a portion of the funds to eligible payments under the Contract(s) resulting from the procurement process.

I.1.3 The following definitions apply:

“Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant

“Applicable Law” means the laws and any other instruments having the force of law in the Employer’s country, or in such other country as may be specified in the **SP**, as they may be issued and in force from time to time.

“Applicant(s)” means an entity or an association of entities (JV) that submits a set of documents as specified hereunder for being prequalified to submit a Proposal.

“Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer under this Contract and are registered with Engineers Board of Kenya (EBK) in the case of local Engineering firms participating either as a single entity or in a JV. The term “Consultant” and “Applicant” are used in this document interchangeably.

“Contract” means a legally binding written agreement signed between the Employer and the Consultant.

“Day” means a calendar day.

“Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant notwithstanding the representation by EIB in case of an agency Contract<sup>1</sup>.

“Government” means the government of the Employer’s country.

<sup>1</sup> The term Employer in this document shall have the same meaning as the terms Client and Project Executing Agency (PEA) in the Guidelines.

“Guidelines” means Guidelines for the Procurement for projects financed by EIB available at <https://www.eib.org/>.

“Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Employer for the performance of the Contract

“Services” means the work to be performed by the Consultant pursuant to the Contract.

“Sub-Consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer as contracting party during the performance of the Contract.

“Special Provisions (SP)” means an integral part of this Prequalification Document that is used to reflect specific country and project conditions to supplement the General Provisions. In case of conflict between the GP and the SP, the SP shall prevail.

## **I.2 Selection of the consultant and Prequalification Procedure**

I.2.1 To execute the project, the Employer intends to select one or several Consultants in accordance with the Guidelines. The evaluation commission of the Employer may be assisted by a tender agent or in exceptional cases a tender agent may conduct the entire tender procedure on behalf of the Employer. EIB’s monitoring and no-objection is not affected. The details are outlined in the **SP**.

I.2.2 This Prequalification Document sets out the prequalification procedure, including but not limited to the minimum requirements towards the experience and capabilities of the Applicants and the evaluation method. The Applicants who demonstrate to the Employer’s satisfaction that they have the experience and the capabilities to execute the project shall be shortlisted in accordance with GP 4.2.5 to participate in the subsequent tendering procedure.

I.2.3 The procurement process is the responsibility of the Employer. EIB shall verify that the procurement process is fair, transparent, economical, free of discrimination and according to the provisions in this document. EIB exercises its monitoring function on the basis of the contractual arrangements with the Employer and the Guidelines containing details for EIB’s approval and no objection to individual steps during the procurement process. No contractual relationship between EIB and any third party shall be deemed to exist other than with the Employer.

### **I.3 Prohibited Conduct**

I.3.1 EIB requires compliance with its policy in regard to Prohibited Conduct as defined and set forth in Section V.

I.3.2 In further pursuance of this policy, Applicants shall permit and shall cause its agents to grant the Employer, EIB and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.

### **I.4 Eligible Applicants**

I.4.1 An Applicant may be a firm that is a private entity, a government-owned entity — subject to Section IV – or a combination of such entities in the form of a Joint Venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by Declarations of Association. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. For an association where a member has a scope equivalent or more than 15% of the Contract Amount, the member shall form part of the JV.

An Application may include Sub-Consultants, whose relationship with the Applicant is contractual, and who are not held jointly and severally liable for the execution of the Contract. The Applicant shall provide in his application an Association agreement with the Sub-Consultant. The structure of the Association shall be retained and binding to all members throughout the tender process and the Contract execution period. The Applicant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Applicant and any and all its members, if the Applicant is a JV, during the prequalification process, procurement process (in the event the Applicant submits a Proposal) and during Contract execution (in the event the Applicant is awarded the Contract). Unless specified in the **SP**, there is no limit on the number of members in a JV. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

I.4.2 Applicants including their Affiliates and, in case of JVs and Sub-Consultants, any of their members, may participate in only one Application. Sub-Consultants whose qualifications are used in the evaluation of at least one Application, pursuant to the Applicant’s request made in accordance with Form 2 (Declaration on Conflict of Interest and of Submitting a Proposal), may only participate in the respective Application. Sub-Consultants, whose qualifications are not used in the evaluation of any Application, may participate in more than one Application. Applications submitted in violation of this procedure will be rejected.

1.4.3 It is the Consultant's responsibility to ensure that its staff, Joint Venture members, Sub-Consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements on eligibility and conflict of interest as established hereunder.

1.4.4 EIB's eligibility criteria for prequalification are described in Section IV, Eligibility Criteria.

1.4.5 An Applicant shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

1.4.6 The materials, equipment and Services to be supplied under the Contract and financed by EIB may have their origin in any country subject to the restrictions specified in Section IV Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions.

## **1.5 Conflict of interest**

1.5.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Employer's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

1.5.2 Applicants shall be disqualified if they:

are an Affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of EIB and has been fully resolved to the satisfaction of EIB;

have a business or a family relationship with a PEA's staff involved in the tender process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of EIB and resolved to its satisfaction;

are controlled by or do control another Applicant or are under common control with another Applicant, receive from or grant subsidies directly or indirectly to another Applicant, have the same legal representative as another Applicant, maintain direct or indirect contacts with another Applicant which allow them to have or give access to information contained in the respective Applications, to influence them or influence the decisions of the PEA;

are engaged in a Services activity which, by its nature, may be in conflict with the assignment that they would carry out for the PEA;

were directly involved in drawing up the terms of reference or other relevant information for the tender process. This shall not apply to Consultants who have produced preparatory studies for the project or who were involved in a preceding project phase, insofar as the information they prepared, especially feasibility studies, was made available to all Applicants and the preparation of the terms of reference was not part of the activity;

were during the last 12 months prior to publication of the tender process indirectly or directly linked to the project in question through employment as a staff member or advisor to the PEA, and are or were able in this connection to influence the Award of Contract.

I.5.3 The Consultant has an obligation to disclose to the Employer any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Employer. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

## **I.6 Requested Services**

I.6.1 A brief description of the requested consulting Services is presented in the **SP**.



## 2. CONTENTS AND PREPARATION OF THE APPLICATION

### 2.1 PREQUALIFICATION ON DOCUMENT and communication

2.1.1 These Prequalification Documents consist of the sections indicated below, which should be read in conjunction with any Addendum issued in accordance with clause 2.6.

Section I - General Provisions (GP);

Section II - Special Provisions (SP);

Section III - Application Forms:

Form 1: Declaration of Undertaking;

Form 2: Sample Declaration on Conflict of Interest and of Submitting a Proposal;

Form 3: Sample Declaration of Association;

Form 4: Financial Capacity Statement;

Form 5: Project Experience;

Section IV -Eligibility Criteria;

Section V – Covenant of Integrity

2.1.2 Unless obtained directly from the Employer, the Employer accepts no responsibility for the completeness of the Prequalification Documents, responses to requests for clarification, or Addenda in accordance with GP 2.6. In case of any discrepancies, documents issued directly by the Employer shall prevail.

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

2.1.4 The Application, as well as all correspondence and documents relating to the Application exchanged between the Applicant and the Employer shall be in the language of this document. Any official documents

presented in a different language shall be accompanied by a certified translation into the language of this document. The Employer reserves the right to verify the translation. In case of discrepancies the original document shall prevail.

2.1.5 All communication between the Employer and Applicants shall take place in writing. For the purposes of the Prequalification Document in writing shall mean communicated in written form (for example by post, e-mail or facsimile) and delivered with proof of receipt.

2.1.6 Applicants should alert the Employer in writing, with a copy to the European Investment Bank (to [procurementcomplaints@eib.org](mailto:procurementcomplaints@eib.org)), in case they should consider that certain clauses or provisions of these Prequalification documents might limit international competition or introduce an unfair advantage to some Applicants.

## **2.2 Documents Comprising the Application**

2.2.1 The Application submitted by the Applicant shall comprise the following:

- (a) Application Letter, indicating the Applicant's name, address, telephone and email. If the Applicant is a JV, the Application Letter shall also describe the form of association and list the JV member. If the Applicant has an Engineering firm as a Sub-Consultant, the Applicant shall list the Sub-Consultant.
- (b) Association Agreement in case of a JV and/or Engineering firm as a Sub-Consultant,.
- (c) A Power of Attorney authorizing the representative of the Applicant, designated in accordance with GP 1.4.1 to submit the Application on behalf of the Applicant. If the Applicant is a Joint Venture, the Power of Attorney shall be provided by the Lead Consultant nominated in the JV agreement or in the Declarations of Association, submitted in accordance with GP 2.2.1(d)(II). If the representative of the Applicant is the owner, member or director of the Applicant or the Applicant's Lead Consultant, if so nominated in accordance with GP 2.2.1(d)(II), a Power of Attorney shall not be necessary.
- (d) Presentation of the Applicant (maximum 10 pages, no brochures). If the Applicant is a single entity, the presentation shall describe the Applicant's type of entity, ownership structure and organisation chart, as well as its main business areas as they apply to the project. If the Applicant is a JV, the presentation shall provide this information about each JV member as well as a description of the intended form of collaboration of the members within the JV.

(e) Statements and Declarations:

- I. Declaration of Undertaking in the format provided in Section III.
  - II. Declaration on Conflict of Interest and of Submitting a Proposal in the format provided in Section III.
  - III. If the Applicant is an existing JV, the Applicant shall submit a proof of the existing JV Agreement, indicating the Lead Consultant. If the Applicant is a JV, which the members intend to form for the purpose of executing the Contract, each member of the JV shall submit a Declaration of Association, indicating the Lead Consultant, in the format provided in Section III.
  - IV. Statement on conflict of interest as per GP 1.5 is part of the declaration as per (e) ii. above. If the Applicant is a JV, separate statements shall be provided by each member of the JV.
  - V. Financial Capacity Statement in the format provided in Section III and supported by the Applicant's balance sheets and profit and loss Statements. If the Applicant is a JV, separate statements, including the supporting Balance Sheets and Profit and Loss Statements, shall be provided by each member of the JV. All balance sheets and profit and loss statements shall be certified by a reputable auditor.
  - VI. List of project references in the format provided in Section III. The number and timing requirements towards the project references shall be specified in the **SP**. The Employer reserves the right to contact the clients indicated in the references to ascertain the information provided by the Applicant.
- (f) Any other documentation required in the **SP**.

2.2.2 Applicants shall submit concise and clear, but substantial documents and adhere to the above structure. Any interlineations, erasures or overwriting shall be valid only if initialled by the Applicant's representative designated in accordance with GP 1.4.1.

**2.3  
COST  
Application**

**of** 2.3.1 All cost relating to the preparation of the Application, including but not limited to site visits, obtaining information, preparation and submission of the Application, shall be borne by the Applicant.

**2.4  
Signing of the**

2.4.1 The Applicant shall prepare one original Application as described in GP 2.2 and clearly mark it "ORIGINAL". All documents comprising the original Application shall be typed or written in indelible ink and shall be

- application and the number of copies** signed by the Applicant’s representative designated in accordance with GP 1.4.1. If the Applicant is a JV, the statements and declarations submitted by the members of the JV in accordance with GP 2.2.1(d)(II) – (VI) shall be signed by duly authorized officials, such as owners or directors of the respective members and countersigned by the Applicant’s Representative designated in accordance with GP 1.4.1
- 2.4.2 The Applicant shall prepare copies of the signed original Application and clearly mark each of them “COPY”. The number and type of copies of the Application shall be in accordance with the **SP**. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 2.4.3. If electronic copies of the Proposal are required in accordance with GP 2.4.2, they shall be presented as unalterable and printable PDF files on flash disks, marked accordingly.
- 2.5 Clarification of Prequalification document** 2.5.1 Applicants may request a clarification of the Prequalification Document until the deadline indicated in the SP. Any request for clarification shall be sent in writing or by standard electronic means to the address indicated in the **SP**, clearly marked (in the subject matter) “**PQ Request for Clarification**”. Responses shall be in writing or by standard electronic means and shall be sent 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, not later than ten (10) Days prior to the deadline for the submission of Applications in accordance with GP 3.2.1.
- 2.5.2 If necessary, All responses to requests for clarification will be posted on the KenGen website, not later than Five (5) Days prior to the deadline for the submission of Application in accordance with GP 3.2.1.
- 2.6 Amendment of Prequalification Document** 2.6.1 At any time prior to the deadline for the submission of Applications but not later than Fifteen (15) Days before the submission date the Employer may amend the Prequalification Document by issuing an Addendum.
- 2.6.2 Any Amendment issued shall be part of the Prequalification Document and shall be posted on the KenGen website.
- 2.6.3 To give Applicants reasonable time to take an Amendment into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for the submission of Applications in accordance with GP 3.2.2.

### 3. SUBMISSION OF APPLICATIONS

#### 3.1 Sealing Identification Applications

3.1.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall be clearly marked **“PREQUALIFICATION FOR OLKARIA VII CONSULTANCY SERVICES”**.

This sealed envelope shall be placed inside one main envelope which shall also contain the other sealed Submissions (a sealed and labelled submission for the Technical Proposal and a sealed and labelled submission for the Financial Proposal) as described in Part 2 (Request For Proposals)

The main envelope with the three sealed submissions shall be clearly labelled as follows;

- (a) name and address of the Applicant;
- (b) addressed to the Employer, in accordance with GP 3.2 below;
- (c) the project title and tender number;
- (d) bear the following words clearly visible **“NOT TO BE OPENED IN TRANSIT”**

3.1.2 The Employer shall not be responsible for misplacement, losing or premature opening of the Application if the envelope is not sealed or marked in accordance with GP 3.1.1. The disposal of original late Applications shall be obligatorily documented in a late Applications protocol, which shall be provided to EIB as part of the opening protocol prepared in accordance with GP 3.2.7 and to the entity, which has submitted the late Application.

#### 3.2 Deadline Submission applications, OPENING

3.2.1 Applicants shall submit their Applications physically. Applications shall be submitted by the Applicants at the address and no later than the deadline indicated in the **SP**. Any Application received by the Employer after the deadline shall be declared late and rejected, and promptly disposed of.

3.2.2 The Employer may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with GP 2.6, 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.

3.2.3 The preparation and the submission of the Applications is the responsibility of the Applicant and no relief or consideration can be given for errors and omissions.

3.2.4 The Application shall be sent to the single addresses in accordance with GP 3.2.1.

3.2.5 The Employer's evaluation commission as detailed in **SP** 1.2.1 shall proceed with the opening of the Applications shortly after the submission deadline as indicated in the **SP** and establish and sign an opening protocol as per GP 3.2.7.

3.2.6 Unless otherwise agreed the Employer's evaluation commission shall be composed of at least three members.

3.2.7 At the opening of the Applications the following shall be recorded in the opening protocol: the name and business address of the Applicant or, in case of a Joint Venture, the name and business address of the Joint Venture, the name and business address of the lead member and the names and business addresses of all members; the presence or absence of the Declaration of Undertaking whether they have been received on time and sealed as per GP 3.1.1. and any other information deemed appropriate or as indicated in the **SP**.

## 4. EVALUATION-PROCESS OF THE PREQUALIFICATION DOCUMENTS

### 4.1 Confidentiality

4.1.1 After the opening of the Applications and until the completion of the Technical Proposal evaluation process, no communication in relation to the Prequalification of any type between the Applicants and the Employer, its staff or any other person involved in the evaluation is permitted except as specified under GP 4.3.

4.1.2 Information relating to the Applications, their evaluation and result shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification procedure until the Employer notifies the Applicants of the Technical Proposal evaluation results.

### 4.2 Evaluation

4.2.1 The Employer shall reject an Application that is not substantially responsive to the requirements of this Prequalification Document. In particular, an Application failing to demonstrate that the Applicant fulfils the financial capability requirements set out in the **SP** or lacking the documents listed in GP 2.2.1 shall be considered not substantially responsive:

4.2.2 The Employer shall further evaluate the responsive Applications in terms of the prequalification criteria indicated in the **SP**.

4.2.3 The Applications will be scored using a PASS/FAIL criteria. An application shall be Rejected if it is scored with a FAIL in any one of the listed items in the qualification criteria in SP 4.2.2.

4.2.4. The Employer shall reject an Application if,

(a) it has determined that the Application is nonresponsive in accordance with GP 4.2.1;

(b) it is scored with a FAIL in any one of the listed items in the qualification criteria in SP 4.2.2.

4.2.5 Applications that pass this prequalification step shall be subjected to the next step of Technical Proposal evaluation.

**4.3  
Employer’s Right  
to Accept or Reject  
Applications**

4.3.1 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.

4.3.2 The Employer is not bound to select any Application.

**4.4  
NOTIFICATION**

4.4.1 The Employer shall notify all Applicants in writing on the outcome of both the prequalification and technical proposal evaluation after the finalisation of the Technical Proposal evaluation. Applicants who have passed the technical proposal evaluation shall be invited to the opening of their respective Financial proposals.

**4.5  
EVALUATION OF  
FINANCIAL  
PROPOSAL**

4.5.1 Promptly after opening of the Financial Proposals, the Employer shall proceed to evaluate the Financial Proposals.



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## **SECTION II – SPECIAL PROVISIONS (SP)**

*(the references refer to the respective figures in the General Provisions)*

### **I.1.1 EMPLOYER**

The Employer is Kenya Electricity Generating Company PLC.

The project name and reference number are Olkaria VII Geothermal Power Project. Ref Number **KGN-BDD-016-2024**

### **I.1.2 FUNDS**

The Employer has applied for financing from the European Investment Bank (EIB) towards the cost of the Project. The Employer intends to apply a portion of the funds to eligible payments under the Contract(s) resulting from the procurement process.

The prerequisites for disbursements for this assignment are not yet finalised. Any contractual commitment related to this tender procedure is subject to the readiness of disbursement of funds for this assignment.

### **I.2.1 SELECTION OF THE CONSULTANT**

Selection of the Consultant shall be conducted wholly by the Employer.

### **I.4.2 APPLICANTS**

Local Engineering firms as a single entity or in association either as JV members or Sub-Consultants must be registered Engineering/Consulting Firms with the Engineers Board of Kenya (EBK).

### **I.6.1 REQUESTED SERVICES**

KenGen has adequate steam capacity in the Olkaria East field for the Olkaria VII Geothermal Power Project and intends to construct and commission at least 1x80MW Geothermal Steam Turbine Unit.

The project will be packaged into four (4) Contract Lots; as detailed in Table I.

Table 1: Contract Lots

Lot No.	Lot Description	Description of Scope
0	Consultancy Services	Consulting services for Design, Management and Supervision of the Olkaria VII Geothermal Power Project.
1	Steamfield Development	Supply and installation of the Steam-gathering system
2	Power Plant Construction	Plant Design, Supply and Installation Contract for at least 1x80MW Power Plant.
3	Substation and Transmission Line Construction	Plant Design, Supply and Installation for 220kV Substations and transmission Line.

The services of the consultant shall include but not limited to:

- a. Review of the Project Documentation,
- b. Assistance in initial Selection (Pre-qualification) of Contractors,
- c. Preparation of Tender specifications and documentation,
- d. Assistance through the process of Bidding, Evaluation, Pre-Contract discussion up to award for EPC Contractors,
- e. Carry out Concept and Detailed Design, Design Review and approval of EPC Contractor's Design documentation and construction drawings.
- f. Supervision of Construction and Commissioning up to Warranty Period
- g. Contracts management and site administration,
- h. Assistance in management, resolution and closure of Contractors' claims and disputes,
- i. Participation in Factory Acceptance Tests (FAT) for Equipment,
- j. Transfer of knowledge for Employer's personnel,
- k. Carry out project closure activities.

## 2.2.1 DOCUMENTS COMPRISING THE APPLICATION

2.2.1(f) Additional Documentation:

- i. Certificate of incorporation (and any certificate change of name), certified by an authorized representative of the firm.

In case of JV, or subconsultant, each member of the association shall submit a Certificate of Incorporation.

Local Engineering Sub-Consultants/JV members shall submit a Certificate of Registration confirming Registration as Engineering/Consulting Firms by the Engineers Board of Kenya (EBK).

## **2.4 SIGNING OF THE APPLICATION AND THE NUMBER OF COPIES**

2.4.2 In addition to the original Application document, two (2) hard copies and one (1) digital/electronic copy (flash disk) shall be submitted.

All the documents (original, copies and digital) shall be placed in one envelope and clearly marked as

### **“PREQUALIFICATION FOR OLKARIA VII CONSULTANCY SERVICES”**

#### **2.5.1 CLARIFICATION OF PREQUALIFICATION DOCUMENT**

The address for any clarifications regarding this application is as follows:

[tenders@kengen.co.ke](mailto:tenders@kengen.co.ke), [imaina@kengen.co.ke](mailto:imaina@kengen.co.ke), [tkwoba@kengen.co.ke](mailto:tkwoba@kengen.co.ke),  
[rmuhia@kengen.co.ke](mailto:rmuhia@kengen.co.ke), [rklangat@kengen.co.ke](mailto:rklangat@kengen.co.ke)

#### **3.2.1 DEADLINE FOR SUBMISSION OF APPLICATIONS**

Applications shall be submitted physically to the address below no later than **27<sup>th</sup> November 2024** at **1000 hours EAT**.

The General Manager, Supply Chain

Kenya Electricity Generating Company PLC,

Stima Plaza Phase III, Kolobot Road, Parklands

P O Box 47936, 00100 Nairobi, Kenya

Tel: +254 71 1036000

## 4.2 EVALUATION

### 4.2.1 Responsiveness

#### 4.2.1.1. Submission of Required Documents inline with GP 2.2

Applicants who do not submit all documentation listed in GP 2.2 and SP2.2.1(f) will be considered unresponsive and their applications rejected.

#### 4.2.1.2 Legal Validity of Applicant

The Company Registration documents requested in SP2.2.1(f) should align with the Company's declared experience in GP2.2 e(VI).

In case of JV, all members shall be required to pass legal validity.

Applicants who do not meet the legal validity will be considered unresponsive and their application shall be rejected.

#### 4.2.1.3 Financial capabilities

The Applicant shall demonstrate the following financial capabilities:

Table 2: Financial capabilities

Criterion	Requirement	Single Entity	Joint Venture			Submission Requirements
			All Parties Combined	Lead Consultant	One Party	
Turnover annually	<i>Minimum turn-over –Euro 5,000,000.00 _____ (minimum turn-over for the last three years)</i>	Must meet req.	Must meet req.	Must meet req.		GP 2.2.1. e) V / Form 4
Current Ratio	<i>Current ratio _____ / _____ (minimum current ratio)</i>	Must meet req.	Must meet req.	Must meet req.		GP 2.2.1. e) V / Form 4
Other criterion	<i>Add additional or equivalent criterion</i>					

*[A minimum annual turn-over by the Applicant shall be defined in relation to the volume and nature of the Contract. It should be three times the estimated annual revenues from the estimated Contract amount; the minimal annual turn-over may be reduced for short term assignments or increased for long-term assignments.*

*Especially for high volume and long term Contracts, the current ratio should be applied; it should be > 1 and calculated as the average of the last three years. The Applicant could demonstrate its liquidity through access to a credit line.]*

Applications that fail in any of the items 4.2.1.1 to 4.2.1.3 above will be considered unresponsive and will not be subject to further evaluation in 4.2.2.

4.2.2 Responsive Application as per GP 4.2.1 will be evaluated in accordance with the following PASS/FAIL criteria

Table 3: Application experience\*\*\*\*

Qualification criteria*	PASS/FAIL
<b>I. Applicant's Experience**</b>	
I.1 A track record of relevant experience in consulting services for more than 15 years of practice, involving but not limited to the following areas: <ul style="list-style-type: none"> <li>• Geothermal Reservoir modelling</li> <li>• Geothermal scientific studies (both geochemistry and geophysics)</li> <li>• Full Feasibility studies for Geothermal Power plants, including associated above ground Steam systems and Electrical works.</li> </ul>	
I.2 Demonstrated experience in the design and engineering of geothermal Power Plants of similar nature, either as a subcontractor or a joint venture member for Power Plant Design within an EPC Contractor's scope in the last 20 years. At least two (2) Separate completed Projects for Geothermal Power Plants of capacity 80MW or more.	
I.3 Demonstrated experience in the design and engineering of a geothermal Steam gathering System of a similar nature and complexity, either as a design subcontractor/Sub-Consultant or Owner's Engineer in the last 20 years. At least two (2) separate completed Projects for a steam gathering System, each supplying steam to a Geothermal Power Plant of capacity 80MW or more.	
I.4 Demonstrated experience in the design and engineering of Electrical substation and Transmission lines of similar nature in the last 20 years. At least 2 separate completed Projects each with a substation and Transmission line of similar nature or more.	
I.5 Contract management, site administration, Design Review, Supervision of construction, commissioning and management of warranty period for at least two separate completed Projects involving a Geothermal steam gathering system, Geothermal Power plant and substation/Transmission works, each for of a capacity 80MW or more in the last 20 years.	
<b>Overall Remark (PASS OR FAIL) ***</b>	

\*similar nature means projects of at least 80MW capacity Power Plant, corresponding steamfield and 11/220kV substation and Transmission line.

\*\* In case of a Joint Venture/Consortium:

- a. The lead Consultant, must as a minimum meet the requirements for item 1.1 together with either 1.2 or 1.3 or both, on his own (as a single entity).
- b. Each member of the consortium must as a minimum meet the requirements for item 1.2 or 1.3 or 1.4 or all, on his own (as a single entity).
- c. The combined JV/Consortium must meet minimum requirements detailed in the Qualification Criteria.

*\*\*\* An applicant will be Rejected if he is scored with a FAIL in any one of the listed items in the qualification criteria in 4.2.2. Applications that pass this prequalification step shall be subjected to the next step of Technical Proposal evaluation.*

*\*\*\*\* For the referenced projects, extracts of contracts showing name of the Project, Parties to contract, date of signature and the Signed page, shall be provided by Applicants. Evidence of project completion (Project completion certificates) shall also be provided by the Applicants. Referenced projects without this information will not be considered for evaluation.*

**SECTION III – APPLICATION FORMS**



# Form I – Declaration of Undertaking

## Declaration of Undertaking

### Olkaria VII Geothermal Power Project

#### To: Kenya Electricity Generating Company

1. We recognise and accept that EIB only finances projects of the Project Executing Agency (“PEA”)<sup>2</sup> subject to its own conditions which are set out in the Funding Agreement it has entered into with the PEA. As a matter of consequence, no legal relationship exists between EIB and our company, our Joint Venture or our Sub-Consultants under the Contract. The PEA retains exclusive responsibility for the preparation and implementation of the Tender Process and the performance of the Contract.
2. We hereby certify that neither we nor any of our board members or legal representatives nor any other member of our Joint Venture including Sub-Consultants under the Contract are in any of the following situations:
  - 2.1. being bankrupt, wound up or ceasing our activities, having our activities administered by courts, having entered into receivership, reorganisation or being in any analogous situation;
  - 2.2) having been subject, within the past five years to a Contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.3) not having fulfilled applicable fiscal obligations regarding payments of taxes either in the country where we are constituted or the PEA's country;
  - 2.4) being guilty of misrepresentation in supplying the information required as a condition of participation in the Tender.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Sub-Consultants under the Contract are in any of the following situations of conflict of interest:
  - 3.1) being an Affiliate controlled by the PEA or a shareholder controlling the PEA, unless the stemming conflict of interest has been brought to the attention of EIB and resolved to its satisfaction;
  - 3.2) having a business or family relationship with a PEA's staff involved in the Tender Process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of EIB and resolved to its satisfaction;
  - 3.3) being controlled by or controlling another Applicant or Bidder, or being under common control with another Applicant or Bidder, or receiving from or granting subsidies directly or indirectly to another Applicant or Bidder, having the same legal representative as another Applicant or Bidder, maintaining direct or indirect contacts with another Applicant or Bidder which allows us to have or give access to information contained in the respective Applications or Offers, influencing them or influencing decisions of the PEA;

<sup>2</sup> The PEA means the purchaser, the Employer, the client, as the case may be, for the procurement of Consulting Services, Works, Plant, Goods or Non-Consulting Services.

- 3.4) being engaged in a Consulting Services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the PEA;
4. If we are a state-owned entity, and compete in a Tender Process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
  5. We undertake to bring to the attention of the PEA, which will inform EIB, any change in situation with regard to points 2 to 4 here above.
  6. In the context of the Tender Process and performance of the corresponding Contract:
    - 6.1) neither we nor any of the members of our Joint Venture nor any of our Sub-Consultants under the Contract have engaged or will engage in any Prohibited Conduct during the Tender Process and in the case of being awarded a Contract will engage in any Prohibited Conduct during the performance of the Contract;
    - 6.2) neither we nor any of the members of our Joint Venture or any of our Sub-Consultants under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union ; and
    - 6.3) we commit ourselves to complying with and ensuring that our Sub-Consultants and major suppliers under the Contract comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract and the fundamental conventions of the International Labour Organisation<sup>3</sup> (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the relevant environmental and social management plans or other similar documents provided by the PEA and, in any case, implement measures to prevent sexual exploitation and abuse and gender-based violence.
  7. In the case of being awarded a Contract, we, as well as all members of our Joint Venture partners and Subcontractors under the Contract will, (i) upon request, provide information relating to the Tender Process and the performance of the Contract and (ii) permit the PEA and EIB or an agent appointed by either of them, and in the case of financing by the European Union also to European institutions having competence under European Union law, to inspect the respective accounts, records and documents, to permit on the spot checks and to ensure access to sites and the respective project.
  8. In the case of being awarded a Contract, we, as well as all our Joint Venture partners and Subcontractors under the Contract undertake to preserve above mentioned records and documents in accordance with Applicable Law, but in any case for at least six years from the date of fulfillment or termination of the Contract. Our financial transactions and financial statements shall be subject to auditing procedures in accordance with Applicable Law. Furthermore, we accept that our data (including personal data) generated in connection with the preparation and implementation of the Tender Process and the performance of the Contract are stored and processed according to the Applicable Law by the PEA and EIB.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>4</sup>: \_\_\_\_\_

Signature:

Dated:

<sup>3</sup> In case ILO conventions have not been fully ratified or implemented in the Employer's country the Applicant/Bidder/Contractor shall, to the satisfaction of the Employer and EIB, propose and implement appropriate measures in the spirit of the said ILO conventions with respect to a) workers grievances on working conditions and terms of employment, b) child labour, c) forced labour, d) worker's organisations and e) non-discrimination.

<sup>4</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, Bid or Proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.

## **Form 2 – Sample Declaration on Conflict of Interest and of Submitting a Proposal**

### **Declaration on Conflict of Interest and of Submitting a Proposal**

Project (name and country):

Tender Ref./ Project ID:

We *[insert the name of the Applicant]* hereby declare that we are an independent Consultant and we, nor any member of the JV in which we are member, nor any Sub-Consultant listed below have a conflict of interest as per GP 1.5.

We hereby declare that we have submitted a Proposal, subject to the details of the tender documents for the Employer's Evaluation.

*[Insert the following text if the Application includes one or several Sub-Consultants, whose qualifications should be considered by the Employer in the pre-qualification process:*

“We request that the qualifications of the following Sub-Consultant(s) shall be considered by the Employer in the pre-qualification process,

*[List Sub-Consultants here]*

We undertake and confirm that our Proposal as submitted includes all the above Sub-Consultants.”

*[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]*

## Form 3 – Sample Declaration of Association

### Declaration of Association

Project (name and country):

Tender Ref./ Project ID:

We hereby declare our intent to associate with the following firms for the purpose of forming a Joint Venture:

*[Insert the names of the other JV members here]*

*[Insert the name of the Lead Consultant]* shall be the Lead Consultant.

We hereby confirm that we have not associated with any other firms for the purposes of this assignment and that we will not submit an application separately from the firms listed above. Further, we understand that if a Consultant appears as an associate in more than one Application, all Applications in which the Consultant appears shall be disqualified.

In the event that this JV is awarded a Contract, we shall perform the Services in the composition and in the form of cooperation described above.

*[Signature of the authorised representative of the JV Member]*

*[Signature of the authorised representative of the Applicant, designated in accordance with GP 1.4.1]*

## Form 4 – Financial Capacity Statement

[This table is provided for illustrative purposes only. Adjust the table to reflect the financial capability requirements set out in accordance with GP 4.2.1]

Financial data	2 years before last year <sup>5</sup> 2021 EUR	Year before last year 2022 EUR	Last year 2023 EUR	Average <sup>6</sup> EUR
Annual turnover <sup>7</sup>				
Current assets <sup>8</sup>				
Current liabilities <sup>9</sup>				
Current ratio (current assets/current liabilities)				

If annual accounts are not yet available for the last year, please provide latest estimates or provisional figures. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table).

Natural persons without balance sheet shall provide appropriate information.

<sup>5</sup> Last year = last accounting year for which the entity's accounts have been closed.

<sup>6</sup> Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>7</sup> The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of Services, interest, royalties, and dividends) during the year.

<sup>8</sup> A balance sheet account, that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

<sup>9</sup> A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

## Form 5 – Project Experience

Provide the details of Project Experience in the last 20 years in the table format below:

Ref no:	Project title**							
Name of legal entity (declaring Consultant) ****	Project Country	Overall project value (EUR)*	Proportion carried out by the legal entity (%)*	Provided staff input (person months)	Name of client	Origin of funding	Dates (start/end)	Name of JV members, if any. In case of JV/associations, if declaring Consultant was the lead Consultant and the nature of scope of work given to declaring Consultant
...	...	...	...	...	...	...	...	...
Detailed description of project (background, capacity, objectives, and main activities)						Services provided by the legal entity/declaring Consultant for the project. (Specify if services were for Design, Construction Supervision or both and if the scope was for above ground steam field, Geothermal Power Plant or Substation and Transmission lines) ***		
...						...		

\* If the overall project value refers to overall project cost inclusive of Consulting Services please indicate the consulting fee separately. The portion carried out by the legal entity/declaring Consultant refers to that figure.

\*\* Applicants shall fill a separate form for each project. *For the referenced projects, extracts of contracts showing name of the Project, Parties to contract, date of signature and the Signed page, shall be provided by Applicants. Evidence of project completion (Project completion certificates) shall also be provided by the Applicants. Referenced projects without this information will not be considered for evaluation.*

\*\*\*The information requested in the minimum requirements for pre-qualification shall be clearly provided in this section

\*\*\*\* name of declaring Consultant should match the Registration Documents provided in SP2.2.1(f)(i).

## SECTION IV – ELIGIBILITY CRITERIA

### Eligibility in EIB - Financed Procurement

1. Consulting Services, Works, Goods, Plant and Non-Consulting Services are eligible for EIB financing regardless of the country of origin of the Contractors (including Subcontractors and suppliers for the execution of the Contract), except where an international embargo or sanction by the United Nations, the European Union applies.
2. Applicants/Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall not be awarded a EIB - financed Contract if, on the date of submission of their Application/Offer or on the intended date of Award of a Contract, they:
  - 2.1 are bankrupt or being wound up or ceasing their activities, are having their activities administered by courts, have entered into receivership, or are in any analogous situation;
  - 2.2 have been
    - (a) convicted by a final judgement or a final administrative decision or subject to financial sanctions by the United Nations and the European Union for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings; this criterion of exclusion is also applicable to legal Persons, whose majority of shares are held or factually controlled by natural or legal Persons which themselves are subject to such convictions or sanctions;
    - (b) convicted by a final court decision or a final administrative decision by a court, the European Union or national authorities in the Partner Country for Sanctionable Practice during any Tender Process or the performance of a Contract or for an irregularity affecting the EU's financial interests, unless they provide supporting information together with their Declaration of Undertaking (Form available as Appendix to the Application/Offer which shows that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction;
  - 2.3 have been subject within the past five years to a Contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during Contract performance, unless this termination was challenged and the dispute resolution is still pending or has not confirmed a full settlement against them;
  - 2.4 have not fulfilled applicable fiscal obligations regarding payments of taxes either in the country where they are constituted or the PEA's country;
  - 2.5 are subject to an exclusion decision of the World Bank or any other multilateral development bank and are listed in the respective table with debarred and cross-debarred firms and individual available on the World Bank's website or any other multilateral development bank unless they provide supporting information together with their Declaration of Undertaking which shows that this exclusion is not relevant in the context of this Contract or
  - 2.6 have given misrepresentation in documentation requested by the PEA as part of the Tender Process of the relevant Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to EIB's satisfaction, through all relevant documents, including its charter and other information EIB may request, that it: (i) is a legal entity separate from their state; (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia,

is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>10</sup>: \_\_\_\_\_

Signature:

Dated:

<sup>10</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, Bid or Proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.



## SECTION V – COVENANT OF INTEGRITY

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [specify the contract or tender invitation] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, 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 declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU/UN Sanctions and (ii) in connection with the execution or supply of any works, goods or services for the Contract, will act in contravention of EU/UN Sanctions. We covenant to so inform you if any instance shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [give details if necessary].

We acknowledge that if we are subject to an exclusion decision by the European Investment Bank (EIB), we will not be eligible to be awarded a contract to be financed by the EIB.

For the purpose of this Covenant, Prohibited Conduct has the meaning provided in the EIB’s Anti-Fraud Policy<sup>18</sup>.

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

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>11</sup>: \_\_\_\_\_

Signature:

Dated:

<sup>11</sup> In the case of a JV, insert the name of the JV. The person who will sign the application, Bid or Proposal on behalf of the Applicant/Bidder shall attach a power of attorney from the Applicant/Bidder.