

# **PART 2**

## **REQUEST FOR PROPOSALS (RFP) FOR CONSULTANCY SERVICES FOR OLKARIA VII GEOTHERMAL POWER PROJECT**

September 24, 2024

KGN-BDD-016-2024

# Preface

1. 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 Guide to Procurement (<https://www.eib.org/en/publications/guide-to-procurement.htm>) and adapt the format of The KfW Standard Procurement Document “Standard Bidding Documents for Consulting Services” and “Standard Contracts for Consulting Services”, customized to suit the Olkaria VII Geothermal Power Project procurement process.
2. Firms originating from all countries of the world are eligible to tender for works and services contracts. Pursuant to its Sanctions Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is 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.
3. This procurement process for the selection of consultants will be carried out in a single stage, three envelope (Prequalification, Technical and Financial), International Competitive Bidding with prequalification process (PQ) included in this process.

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**Project: OLKARIA VII GEOTHERMAL POWER PROJECT**

**Request for Proposals**

**for**

**CONSULTING SERVICES FOR OLKARIA VII GEOTHERMAL  
POWER PROJECT**

**Employer: KENYA ELECTRICITY GENERATING COMPANY PLC**

**September 24, 2024**

**KGN-BDD-016-2024**

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# **PART A – TENDERING PROCEDURES**

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# Section I. Instructions to Consultants

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## A. General Provisions

### I. Scope of Proposals and Definitions

- 1.1 The Employer named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 Throughout these Request for Proposal the following definitions apply:
- (a) “Affiliate(s)” means an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
  - (b) “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 **Data Sheet**, as they may be issued and in force from time to time.
  - (c) “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 The terms “Consultant” and “Bidder” are used in this document interchangeably.
  - (d) “Contract” means a legally binding written agreement signed between the Employer and the Consultant, which includes all the attached documents listed in its Clause I (the General Conditions (GC), the Special Conditions (SC), and the Appendices).
  - (e) “**Data Sheet**” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement the provisions of the ITC. In case of conflict between the ITC and the **Data Sheet**, the **Data Sheet** shall prevail.
  - (f) “Day” means a calendar day.
  - (g) “Employer” means the contracting party that legally concludes the Contract for the Services with the selected Consultant.
  - (h) “Experts/Specialist” means, collectively, Key Experts, other experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
  - (i) “Government” means the government of the Employer’s country.
  - (j) “Guidelines” means Guidelines for the Procurement for projects financed by EIB available at <https://www.eib.org/>.
  - (k) “ITC” (Section 2 of this RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
  - (l) “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. The terms Joint Venture and Consortium can be used interchangeably.

- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s **Proposal**.
- (n) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (o) “RFP” means the Request for Proposals to be prepared by the Employer for the selection of Consultants.
- (p) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (q) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Employer during the performance of the Contract.
- (r) “TOR” (Section VII of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

1.3 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.4 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is at the Consultants’ expense.

1.5 The Employer will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

## 2. Source of Funds, Responsibilities

2.1 The Employer as indicated in the **Data Sheet** has applied for financing (hereinafter called “funds”) from European Investment Bank (hereinafter called “EIB”) towards the cost of the project named in the **Data Sheet**. The Employer intends to apply a portion of the funds to eligible payments under the contract(s) resulting from this procurement process.

2.2 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 Applicable Guidelines detailing the requirement for EIB’s approval and no objection. No contractual relationship between EIB and any third party shall be deemed to exist other than with the Employer.



### 3. Prohibited Conduct and Environmental and Social Responsibility

3.1 The definition on Prohibited conduct as per section I.4 (Ethical conduct) of EIB Guide to Procurement shall prevail.

3.2 EIB requires compliance to the Anti-Fraud Policy (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>). EIB will further take steps as outlined in the Exclusion Policy (<https://www.eib.org/en/publications/exclusion-policy>) in addressing the incidences of Prohibited Conduct.

3.3 EIB requires bidders to execute the Covenant of Integrity Form in regard to Prohibited Conduct as defined and set forth in Section VI Form I.

**“IMPORTANT: It should be noted that, in the Covenant of Integrity, the bidder is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the bidder or its subsidiaries or to exclude the said bidder or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity and may cause the rejection of the offer for prohibited conduct.”**

3.4 In further pursuance of this policy, Consultants shall permit and shall cause its agents to provide information and permit EIB or an agent appointed by EIB to inspect on site all accounts, records and other documents relating to bid submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by EIB

3.5 EIB requires Bidders to fill in and provide an Environmental and Social Covenant in the form as set forth in Section VI Form 2

### 4. Eligible Consultants and Eligible Materials, Equipment, and Services

4.1 A Consultant may be a firm that is a private entity, a government-owned entity — subject to ITC 4.3 — 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 a Letter of Intent to execute a JV Agreement, in accordance with ITC 11.2. 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 that 15% of the Contract Amount, the member shall form part of the JV.

The Consultant shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Bidder and any and all its members, if the Consultant is a JV, during tendering and contract execution (in the event the Consultant is awarded the Contract). The authorization shall be in the form of a written power of

attorney attached to the Technical Proposal. Unless specified in the **Data Sheet**, there is no limit on the number of members in a JV.

4.2 It is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the requirements of eligibility and conflict of interest as established hereunder.

4.3 EIB's eligibility criteria to bid are described in Section V, Eligibility Criteria.

4.4 A Consultant shall provide such evidence of eligibility satisfactory to the Employer, as specified in Clause 4.3 or as the Employer shall reasonably request.

4.5 The materials, equipment and services to be supplied under the Contract and financed by the EIB may have their origin in any country subject to the restrictions specified in Section V, Eligibility Criteria, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Consultants may be required to provide evidence of the origin of materials, equipment and services.

4.6 Bidders 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 Request for Prequalification documents might limit international competition or introduce an unfair advantage to some bidders.

## 5. Conflict Interest

of

5.1 The definition on conflict of interest as per section 1.5 of EIB Guide to Procurement shall prevail.

5.2 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.

5.3 Bidders shall be disqualified if they contravene the requirements for the Conflict of Interest as defined in section 1.5 of EIB Guide to Procurement. Additionally, they shall be disqualified if they:

- (a) 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;
- (b) 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;
- (c) are controlled by or do control another Bidder or are under common control with another Bidder, receive from or grant subsidies directly or indirectly to another Bidder, have the same legal representative as another Bidder, maintain direct or indirect contacts with another Bidder 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;
- (d) 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;

- (e) 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 Bidders and the preparation of the terms of reference was not part of the activity.
- (f) 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.
- (g) are state-owned entities, which are not able to provide evidence that (a) they are legally and financially autonomous and (b) they do operate under commercial laws and regulations.

5.4 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.

## 6. Unfair Competitive Advantage

6.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question or have otherwise been involved in the preparation of this tender procedure. To that end the Employer shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultants any unfair competitive advantage over competing Consultants. Subject to aforementioned provision Consultants who have produced preparatory studies for the assignment or who were involved in the preceding phase may participate, except when they have prepared the Terms of Reference.

## B. Preparation of Proposals

## 7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail.

7.2 A substantially responsive Proposal is one that conforms to the terms, conditions, and specifications of the RFP without material deviation or reservation which are likely to jeopardize the achievement of the objective of this assignment and which by their nature are beyond the pure technical evaluation as per ITC 21.1. A material deviation or reservation is one that:

- a) affects in any substantial way the scope, quality, or performance of the Services; or

- b) limits in any substantial way, inconsistent with the RFP, the Employer's rights or the Consultant's obligations under the Contract. This shall include failure to breakdown and include all activities and cover the scope in line with the TOR and guided in TECH-5 and Form FIN-2 for lumpsum services and failure to include all the personnel in line with TOR and as guided in Form TECH-6 and Form FIN-2 for the time-based services.
- c) if rectified would unfairly affect the competitive position of other Consultants presenting substantially responsive Proposals.

Substantially non-responsive Proposals shall be rejected by the Employer.

- 8. Cost Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Employer is not bound to accept any **Proposal**, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Employer shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.  
The Consultant shall include a Declaration of Undertaking in the format provided in Form TECH-2 (Section III).
- 11. Only Proposal, Consultants, Key Experts**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture. If a Consultant, including any Joint Venture member, submits or participates in more than one **Proposal**, all such **Proposals** shall be rejected. Sub-consultants may participate in more than one Proposal unless ITC 11.2 applies and if not otherwise stipulated in the **Data Sheet**.
- 11.2 A Sub-consultant whose qualification was taken into account during the prequalification phase along with the one of a Consultant shall only participate in the Proposal of this Consultant. The latter shall integrate services from the respective Sub-Consultant into the Proposal as indicated in the prequalification.
- 11.3 Individuals<sup>1</sup> (regular staff or temporarily engaged freelance experts) shall not participate as Key Experts in more than one Proposal unless when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

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<sup>1</sup> An individual (natural person) which is not part of the regular staff ("freelancer") but engaged temporarily as Key Expert for the relevant Contract shall not be considered as Sub-Consultant (subcontractor) in this context.

- 12.2 A replacement of Key Experts in the initial Proposal validity period is acceptable only for duly justified reasons beyond the control of the Consultant (e.g. sickness or accident). The Consultant shall propose an alternative expert with an equal or better qualification. If the replacement Key Expert's qualification is not equal or better than the qualification of the initial candidate or the justification for replacement is unsubstantiated the Proposal shall be rejected.
- Extension of Validity Period 12.3 The Employer will make its best effort to complete the evaluation within the **Proposal's** validity period. However, should the need arise, the Employer may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity period.
- 12.4 If the Consultant agrees to extend the validity period of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 12.5 The Consultant has the right to refuse to extend the validity period of its Proposal in which case such Proposal will not be further evaluated.
- Substitution of Key Experts at Validity Extension 12.6 If any of the Key Experts becomes unavailable during the extended validity period, the Consultant shall provide a written substitution request to the Employer.
- 12.7 The replacement Key Expert shall have equal or better qualifications than the Key Expert being replaced. If the Consultant fails to provide a replacement Key Expert with equal or better qualification, such a Proposal will be rejected.
- 12.8 Substitution requests shall not delay the evaluation process.
- Sub-Contracting 12.9 The Consultant shall not subcontract the whole of the Services to one or more Sub-Consultants. The structure of the Consultant that is submitted in this Bid shall be retained throughout the Bidding process and during contract execution.
- 13. Clarification and Amendment of RFP** 13.1 The Consultant may request a clarification of any part of the RFP until the deadline indicated in the **Data Sheet**. Any request for clarification must be sent in writing, by standard electronic means, to the Employer's address indicated in the **Data Sheet** and clearly indicated (in the subject matter) "**RFP Request for Clarification**". 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 Proposals. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time, but not later than Fifteen (15) days before the **Proposal** submission deadline, the Employer may amend the RFP by issuing an amendment in writing and posting on the KenGen website and will be binding on the Bidders.
- 13.1.2 If the amendment is substantial, the Employer may extend the **Proposal** submission deadline to give the Bidders reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

#### 14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 Deleted

14.1.2 The Bidding structure of the Consultant or JV including their Sub-Consultant shall be retained as submitted in the prequalification document.

14.1.3 The Employer may indicate in the **Data Sheet** the estimated Key Experts' time-input or the Employer's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates.

14.1.4 If so required in the **Data Sheet**, the Consultant shall include in its Proposal time-input (in the same units) required for its Experts for the Time-Based assignments. If the Consultant includes a time input different from the Employer's estimate, the Employer shall adjust the respective Financial Proposal to make it comparable with the other Proposals in accordance with the method in the **Data Sheet**.

14.1.5 If the evaluation method as stipulated in the **Data Sheet** is not standard quality – cost based evaluation but fixed budget selection, the estimated time-input of the Key Experts shall not be disclosed, but the **Data Sheet** shall provide the total available budget for the assignment with an indication of whether taxes are included or are not included in this amount.

#### 15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 The Consultant shall not propose Key Experts inconsistent with the Key Experts profiles described in the TOR (Section VII). Only one CV shall be submitted for each Key Expert position.

15.3 The Technical Proposal shall be prepared using the Standard Forms provided in Section III of this RFP.

#### 16. Financial Proposal

16.1 The Consultant shall submit a Financial Proposal based on the requirement as described in the TOR (Section VII). If a contract period is provided in the **Data Sheet** the Consultant shall assume this contract period in the preparation of the Financial Proposal. The Financial Proposal shall contain the information and be structured as detailed in Section IV. The **Data Sheet** may request the Consultant to provide services either by delivering or producing one or more deliverables for a fixed amount (Lump Sum Contract) or for a certain duration with remuneration according to time spend at fixed unit rates (Time-Based Contract) or a combination of both.

##### Price Adjustment

16.2 For assignments with a duration exceeding 24 months, a price adjustment provision for foreign and/or local inflation for remuneration rates shall apply in line with the provisions stated in the **Data Sheet**.

Taxes	16.3 The Consultant, its Sub-consultants and Experts are responsible for meeting all tax liabilities and public duties in connection with the Contract according to Applicable Law in the Employer’s country, unless they are exempted from such payments. The details of the applicable regime are indicated in the <b>Data Sheet</b> . In any case taxes, duties, levies and fees payable by the Consultant, its Sub-consultants and Experts outside the Employer’s country shall be considered to be included in the Consultants Rates.
Currency of Proposal	16.4 The Consultant may express the price for its Services in Euro unless otherwise stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
Currency of Payment and Payment Conditions	16.5 Payments under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.  16.6 The Consultant shall calculate the Financial Proposal on the basis of the general payment conditions as per model Contract for consulting services attached under Section VIII if not otherwise stated in the <b>Data Sheet</b> .
Contributions by the Employer	16.7 The Consultant shall assume in the financial Proposal that the Employer shall make the following contributions:  16.7.1 assist the Consultant where necessary to obtain statutory permits. The consultant will provide in his proposal the cost for obtaining the permits.  16.7.2 assist the Consultant in obtaining all the necessary working permits. The consultant will provide in his proposal the cost for obtaining the permits.  16.7.3 provide other contributions as stipulated in the <b>Data Sheet</b> .

## C. Submission, Opening and Evaluation

### 17. Submission, Sealing, Marking and of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal) and in line with the **Data sheet**. The submission shall be done **physically**.
- 17.2 The authorized representative of the Consultant according to ITC 4.1. shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or shall be signed by the authorized representative according to ITC 4.1 who has a written power of attorney from each member signed by the member’s authorized representative and attached to the Technical Proposal.
- 17.4 Any modifications, revisions, interlineations, erasures or overwriting shall be valid only if they are signed by the persons signing the Proposal.
- 17.5 The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies and recipients are indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.6 If the envelopes and packages with the Proposal are not sealed and marked as required, the Employer will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.7 The original of the Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received after the deadline shall be declared late and rejected, and promptly returned unopened. The timely receipt of the original of the Proposal at the address and date indicated in the **Data Sheet** is decisive for the timely submission of the Proposal.

## 18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact the Employer on any matter related to its Prequalification, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Contract is awarded.

18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Employer in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

## 19. Opening of Technical Proposals

19.1 The Employer's evaluation committee shall proceed with the opening of the Proposals shortly after the submission deadline as indicated in the **Data Sheet** and establish and sign an opening protocol as per ITC 19.2.

19.2 The Bid Proposal shall be opened in line with the procedure detailed in the **Data Sheet**.

19.3 The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with ITC 22.

19.4 At the opening of the Prequalification documents, the following shall be recorded in the opening protocol:

(a) the presence or absence of a signed Application letter and the name and business address of the Consultant 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 of the JV and the names and addresses of Engineering Sub-Consultants if any.

(b) the presence or absence of a Power of Attorney

(c) the presence or absence of the Declaration of Undertaking and

19.5 any other information deemed appropriate at the time of opening

## 20. Proposals Evaluation

20.1 Technical evaluation shall be conducted for the proposals that will have passed the prequalification evaluation.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted in accordance with ITC 12.6.



While evaluating the Proposals, the Employer will conduct the evaluation only on the basis of the submitted Technical and Financial Proposals.

20.3 Services or items that the Consultant is required to offer as an option as per the TOR shall not be included in the technical and financial evaluation, unless otherwise explicitly stated in the **Data Sheet**.

20.4 Alternative offers will not be taken into consideration unless permitted in the **Data Sheet**.

## 21. Evaluation of Technical Proposals

21.1 The Employer shall evaluate the Technical Proposals on the basis of the criteria and point system set out in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it is determined to be non-responsive in accordance with ITC 7.2 or if it fails to achieve the minimum technical score of 70 % of the maximum score in accordance with ITC 22.1.

21.2 For the purposes of scoring individual sub-criteria the following qualitative approach may be applied;

### **Evaluation of criterion N°1: Project Experience**

The number of points to be assigned on each Sub-criterion shall be based on the actual number of projects the Bidder has provided which qualify for evaluation criteria under project experience. The Bidder with the highest number of project provided that meets sub criterion requirements will score the highest mark. Other Bidders will be scored proportionately in comparison to the Bidder with the highest mark.

### **Evaluation of criterion N°2: Key Staff Competence**

- i. General qualifications (General education, Specialized Training relevant to services, Professional registration) (15%)
- ii. General Professional Experience (Adequacy for the Services, Number of years of experience of the Expert in the industry/sector/similar service) (25%)
- iii. Specific Relevant Professional experience (number of relevant projects undertaken and similarity to the assignment/role assigned marching role proposed) (60%)

### **Evaluation of criterion N°3:Adequacy of TOR**

#### **3.1 Technical Approach and Work Methodology**

- i. Clear understanding and explanation of the objectives as outlined in the TOR **(25%)**
- ii. Provision of a detailed work breakdown structure in line with the tasks and sub tasks identified to deliver the expected output (the more the degree of the detail, the higher the mark) **(70%)**
- iii. Relevant comments and improvements/suggestions provided by the Consultant/Bidder to the TOR **(5%)**

#### **3.2 Quality of Workplan**

- i. The work plan is detailed, realistic and in line with the TORs and proposed methodology (70%)
- ii. Inclusion of interim and final deliverables(20%)
- iii. Consistency with the Technical Approach and the work methodology(10%)

### **3.3 Organization and Staffing**

- i. Structure and team composition (40%)
- ii. Provision of Back-up services including technical and administrative services(30%)
- iii. Provision of quality control and management in line with Tech 4 form (20%)
- iv. Provision of logistics in line with Tech 4 form (10%)

### **Evaluation of criterion N°4: Suitability of the transfer of knowledge (training) program**

- i. Training methodology is clear and complete (30%)
- ii. Training resources to be mobilized (20%)
- iii. Qualification of proposed Trainers (30%)
- iv. Relevance of proposed trainings (30%)

## **22. Opening and Evaluation of Financial Proposals**

22.1 The Financial Proposals of those Consultants which have achieved the minimum score in accordance with ITC 21.1 shall be opened. The Financial Proposals of those Consultants below the minimum score shall not be opened and returned unopened after completing the selection process and Contract signing.

22.2 The opening of the Financial Proposals shall be done in accordance with ITC 19.2 and ITC 19.4.

## **23. Evaluation of Financial Proposals**

23.1 The Financial Proposals shall be assessed using the total price after correcting any arithmetical errors

23.2 For Lump Sum portion of the Contract, the evaluation will be in line with ITC 14.1.4 **Data sheet (part B)**.

23.3 If a Time Based Contract form is included in the RFP, the Employer's evaluation committee will (a) correct any computational or arithmetical errors, (b) adjust the prices if they fail to reflect the duration of the contract in accordance with ITC 14.1.3, and (c) adjust the prices if they fail to reflect all inputs, which, in accordance with the RFP have to be indicated and priced separately, using the highest rates for the corresponding items indicated in the Financial Proposals of competing Bids, determined to be responsive in accordance with ITC 7.2. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, in each case the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the

Employer's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

23.4 Notwithstanding the above, if the Consultant is required to separately offer equipment or miscellaneous items (collectively "Other Cost") not included in the lump sum or time based cost items as per Form FIN-2 the Financial Offer may be adjusted for such items to allow for comparison, but only for such items explicitly requested to be offered in the RFP. The financial evaluation will be inclusive of the total, possibly adjusted amount for Other Cost items.

23.5 In case of a mixed contract containing parts with Lump Sum remuneration (i.e. for project design) and Time Based remuneration (i.e. project supervision) corrections to the respective parts of the Proposal shall be applied according to the applicable provisions in ITC 23.2 and ITC 23.3.

## 24. Taxes

24.1 The Employer's evaluation of the Consultant's Financial Proposal shall exclude customs and excise duties, taxes and levies in the Employer's country, directly attributable to the Contract, if not otherwise specified in the **Data Sheet**.

## 25. Conversion to Single Currency

25.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

## 26. Combined Evaluation of Technical and Financial Proposals

26.1 The Proposal Score shall be calculated by weighting the Technical Score with 80% and the Financial Score with 20% and adding them as per the formula and instructions in the **Data Sheet**.

26.2 A final evaluation report shall be established by the Evaluation committee with the result of the combined evaluation and including the verification of the qualification as per ITC 27. The Consultant with the highest Proposal Score shall be declared the winner and invited for negotiations.

## 27. Qualification of the Consultant

27.1 The Overall Score shall be calculated by weighting the Technical Score with 80% and the Financial Score with 20% and adding them as per the formula and instructions in the **Data Sheet**.

27.2 The Consultant with the highest Overall Score shall be declared the winner and invited for negotiations

**28. Employer’s  
Right to Reject  
All Proposals**

28.1 The Employer reserves the right to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Consultants.

**D. Negotiations and Award**

**29. Negotiations**

29.1 The Employer shall conduct contract negotiations with the Consultant who has attained the highest Proposal Score in accordance with ITC 26.

29.2 The Employer shall prepare minutes of negotiations, which shall be signed by the Employer and the Consultant’s authorized representative.

Availability of Key  
Experts

29.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability shall result in the rejection of the Consultant’s Proposal, in which case the Employer shall proceed to negotiate the Contract with the next-ranked Consultant.

29.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

Technical  
Negotiations

29.5 The scope of the contract negotiations shall be limited to the following points:

- a) clarifying the work and the methods to be used, where necessary adjusting the staffing schedule;
- b) clarifying any counterpart services to be provided by the Employer

Such negotiations shall be limited to items identified in the evaluation report and shall not be subject to material changes.

Financial  
Negotiations

29.6 Fees and unit prices for incidental costs and for all services that were to be offered on a lump-sum basis pursuant to the invitation to tender are in principle not subject to negotiation, as they were already taken into account during the evaluation of the Financial Proposal.

29.7 All terms and conditions of the Contract, including the payment schedule, shall be strictly in accordance with the terms and conditions set

out in the contract form provided in Section VIII. For the avoidance of doubt, the Contract terms and conditions shall not be subject to any material changes in the course of negotiations.

### **30. Conclusion of Negotiations**

**of** 30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Employer and the Consultant's authorized representative.

30.2 If the negotiations fail, the Employer shall inform the Consultant immediately in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Employer shall terminate the negotiations informing the Consultant of the reasons for doing so and invite the next-ranked Consultant to negotiate the Contract. Once the Employer commences negotiations with the next-ranked Consultant, the Employer shall not reopen the earlier negotiations.

### **31. Award of Contract, Information of Consultants**

**of** 31.1 After completing the negotiations with the Consultant the Employer shall promptly inform all Consultants that were invited for Financial opening, on the outcome of the selection procedure. The information sent to the Consultants shall contain the name and the contract amount of the winning Consultant, the combined Proposal Score of the winner and the respective Consultant. Additional requirements for the publication of the results of the selection procedure are indicated in the **Data Sheet**, if any.

31.2 In case a Consultant requests additional information on the result of the evaluation in writing to the Employer, the Employer shall promptly provide a debriefing to the Consultant informing on the weaknesses of the Proposal in relation to the winning Consultant. No additional information shall be disclosed. Any bidder who is not satisfied with the evaluation may seek administrative Review from the Public Procurement Administrative Review Board within 14 days of notification of award. The administrative Review and Judicial Review processes shall follow the guidelines in the existing Public Procurement and Asset Disposal Act of Kenya.

31.3 Subject to EIB's no-objection to the draft Contract and not less than fourteen days from the date of notification of award, the Employer shall sign the Contract. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

## Section II. Data Sheet

*["Notes to Employer" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they shall be deleted from the final RFP to be sent to the shortlisted Consultants]*

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>I.1</b>	<p>The name of the Employer is <b>Kenya Electricity Generating Company PLC (KenGen)</b>, hereinafter called the Employer.</p> <p>The method of selection is <b>Quality and Cost Based Selection</b>.</p>
<b>I.3</b>	<p>The name of the assignment is <b>Consultancy Services for Olkaria VII Geothermal Power Project</b></p> <p>The prerequisites for disbursements for this assignment are not yet finalized. Any contractual commitment related to this tender procedure is subject to the readiness of disbursement of funds for this assignment.</p>
<b>I.4</b>	<p>A pre-proposal conference will be held during the pre-proposal site visit. The Pre-proposal site visit shall be <b>mandatory</b>. Only proposals from Bidders who attend the site visit shall be considered for evaluation.</p> <p>Bidders are advised to send representatives who are familiar with the subject matter for the pre-proposal site visit and conference.</p> <p>The Pre-proposal site visit shall be held in <b>Olkaria Geothermal Project Site, Hells Gate national Park Naivasha on <b>Wednesday 23 October 2024 at 1000hrs EAT.</b></b></p> <p>Bidders shall arrange for their own gate entry into Hell's Gate National Park.</p>
<b>I.5</b>	<p>The Employer will provide the following inputs to facilitate the preparation of the Proposals:</p> <ul style="list-style-type: none"> <li>a) <b>list of wells to be connected for the steam gathering system and respective well data</b></li> <li>b) <b>A Topographical map showing the location of the wells and the proposed power plant site.</b></li> <li>c) <b>Initial Topographic Survey (lidar data) for the Olkaria VII Geothermal area</b></li> </ul>

	These inputs shall be provided in digital/electronic format to Bidders during the pre-proposal site visit.
6.	The Employer will be able to determine this matter at the time of the pre-proposal conference.
<b>B. Preparation of Proposals</b>	
9.1	Proposals shall be accepted in the <b>English</b> language, which shall be the governing language of the Contract.  All correspondence exchange shall be in <b>English</b> language.
10.1	The Proposal shall comprise the following documents;  Sealed Technical Proposal Envelope: (1) Power of Attorney to sign the Proposal (2) TECH-1 Technical Proposal Submission Form (3) TECH-2 Declaration of Undertaking (4) TECH-3 Comments or Suggestions on the TOR and Counterpart Staff (5) TECH-4 Description of the Approach, Methodology, and Work Plan (6) TECH-5 Work Schedule (7) TECH-6 Personnel Schedule and CVs (8) TECH-7 Firm's Experience  Sealed Financial Proposal Envelope: (1) FIN-1 Financial Proposal Submission Form (2) FIN-2 Financial Proposal – Cost Breakdown  The sealed Technical Proposal envelope shall be clearly marked <b>“TECHNICAL PROPOSAL FOR OLKARIA VII CONSULTANCY SERVICES- DO NOT OPEN WITH THE PREQUALIFICATION DOCUMENTS”</b> .  The sealed Financial Proposal envelope shall be clearly marked <b>“FINANCIAL PROPOSAL FOR OLKARIA VII CONSULTANCY SERVICES-DO NOT OPEN WITH THE TECHNICAL PROPOSAL”</b> .
11.3	Individuals <i>shall not</i> participate in more than one Proposal.  It is the responsibility of the Consultant and/or JV to ensure that their Key Experts are not participating in any other proposal within this Tender.
12.1	Proposals shall remain valid for 180 days after the Proposal submission deadline.

13.1	<p>The deadline for clarifications by Consultants is ten (10) days prior to the submission date as per Clause 17.9</p> <p>Clarifications requests shall be addressed to:  <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a>, <a href="mailto:imaina@kengen.co.ke">imaina@kengen.co.ke</a>, <a href="mailto:tkwoba@kengen.co.ke">tkwoba@kengen.co.ke</a>;  <a href="mailto:rmuhia@kengen.co.ke">rmuhia@kengen.co.ke</a>, <a href="mailto:rlangat@kengen.co.ke">rlangat@kengen.co.ke</a></p>
14.1.3	<p>The Employer estimates a ceiling for Time-based portion of the services as follows to be distributed in line with the proposed Key Experts</p> <p style="margin-left: 40px;">A. Phase IVa: 90 Person Months  B. Phase IVb: 240 Person Months  C. Phase V: 120 Person Months</p> <p><b>Total : 450 Person-Months</b></p>
14.1.4	<p>“The Consultant’s Proposal shall include the Experts’ time-input of <i>[Total person-months]</i>.”</p> <p><b>A. Time- Based Portion</b>  For the evaluation and comparison of the <b>Time-based</b> portion of the Financial Proposals only: if a Financial Proposal is based on a different time-input than the Employer’s time-input indicated above, the total amount indicated in the Financial Proposal shall be adjusted as follows:</p> $F_2 = F_1 + (T_0 - T_1) * R_{\max}$ <p>where,  F<sub>2</sub> is the adjusted amount of the Financial Proposal;  F<sub>1</sub> is the original amount of the Financial Proposal (after correction of any computational or arithmetical errors in line with ITC 23) ;  T<sub>0</sub> is the time-input indicated in ITC 14.1.3;  T<sub>1</sub> is the time-input offered in the Technical Proposal;  R<sub>max</sub> is the highest remuneration rate for a Key Expert offered in the Financial Proposal.</p> <p><b>B. Lump Sum Portion</b>  For the evaluation and comparison of the Lump Sum portion of the Financial Proposals only: The financial proposals will be adjusted as per TECH-5 forms. For purposes of evaluation, an arbitrary length of large bore wellpad and cross-country pipeline of 30km is selected as a baseline.</p> <p>The total amount indicated in the Financial Proposal for the Lump sum portion shall be adjusted as follows:</p> $F_2 = F_1 * (L_0 / L_1)$ <p>where,  F<sub>2</sub> is the adjusted amount of the Financial Proposal;  F<sub>1</sub> is the original amount of the Financial Proposal;  L<sub>0</sub> is the arbitrary length selected above</p>



	<p><math>L_1</math> is the length offered in the Technical Proposal;</p> <p><b>The total evaluated price shall be A + B</b></p>
<b>14.1.5</b>	Not Applicable
<b>16.1</b>	<p>The contract period shall be 60 calendar Months The Financial Proposal shall be calculated on the following assumptions:</p> <p><b>Package A</b> will be remunerated on a lump sum basis as follows:</p> <p><b>Phase I:</b> PQ documents, Concept design, technical specifications &amp; Bid Document Preparation for all lots (Lot 1, 2 and 3).</p> <p><b>Phase II:</b> Detailed design for steam gathering system and Issue For Construction drawings (IFC)</p> <p><b>Phase IIIa:</b> Assistance in Pre-qualification process</p> <p><b>Phase IIIb:</b> Assistance in the Bidding Process</p> <p><b>Phase IIIc:</b> Assistance in Bid Evaluation</p> <p><b>Phase IIId:</b> Assistance in Contract Negotiation up to Contract Signature</p> <p>and</p> <p><b>Package B</b> will be remunerated on a time-based basis <i>as follows</i>:</p> <p><b>Phase IVa:</b> Design Review</p> <p><b>Phase IVb:</b> Supervision of Construction &amp; Commissioning</p> <p><b>Phase V:</b> Management of Defects Liability Period including project closure The Consultant's working hours shall be 8:00am to 5:00pm Monday to Friday, allowing for 1 hour lunch break and 8:00am to 1:00pm on Saturdays. For purposes of the Financial Bid, the standard person-month will be considered as follows:</p> <ol style="list-style-type: none"> <li>a. Offshore services: - one (1) person-month equals 169 person hours</li> <li>b. Onshore services: - one (1) person-month equals 176 person hours</li> </ol>
<b>16.2</b>	<p>"The following method shall apply to the adjustment of unit prices in [choose "foreign currency" or "local currency"]. The rates shall be fixed for the contract period for a period of 24 months from commencement. Adjustment shall be applied starting the 25<sup>th</sup> month after commencement as follows:</p> $P_n = P_o * (0.5 + 0.5 * I_n / I_o) \quad \text{where,}$

	<p> <math>P_n</math> = Revised price  <math>P_o</math> = Base Price  <math>I_n</math> = Revised index  <math>I_o</math> = Base Index </p> <p>I is the labor index from the Country of Origin.  <i>[insert the source of the adjustment index for foreign rates and For local rates as applicable.]</i></p> <p>The Bidder shall submit the source of the price index. The source shall be reputable organization, verifiable and freely accessible.</p> <p>Source of index _____ [Bidder to fill]</p> <p>Website _____ - [Bidder to fill]</p>
<p><b>16.3</b></p>	<p><u>1. Local Taxation</u></p> <p>a) Nothing in the Contract shall relieve the Consultant and/or his Sub-Consultant from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract.</p> <p>b) The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.</p> <p>c) Any Tax exemptions granted under this Contract shall be for an official aid funded project and shall be as provided under the applicable tax laws in Kenya.</p> <p>d) The Consultant shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract. This shall include applicable local or foreign withholding tax, excise duty, Value Added Tax (VAT), importation duties, Local government taxes, and any other taxes not mentioned herein.</p> <p>e) In instances where discussions are held between the Employer and the Consultant regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Consultant of their responsibility in relation to due diligence on the tax issue as per (a).</p> <p><u>2. Tax Deduction</u></p> <p>a) If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Consultant and paid directly to the relevant tax authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Consultant with the relevant tax deduction certificates.</p> <p>b) Where payments for the Contract Price are made directly by the financiers to the Consultant, the Consultant and the financiers shall make the necessary arrangements with Employer to ensure that withholding income tax is remitted to the relevant tax authority.</p> <p><u>3. Tax Indemnity</u></p>

	<p>a) The Consultant shall indemnify and hold the Employer harmless from and against any and all tax liabilities, which the Employer may incur for any reason of failure by the Consultant to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.</p> <p>b) The Consultant warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Consultant's Tax liability arising from the Contract.</p> <p>Where the amount in (b) above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.</p>
<b>16.4</b>	The financial Proposal shall be stated in Euro
<b>16.7.3</b>	Not applicable.
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<p>In addition to document in ITC 10, Bidders shall also include the prequalification documents in the submission.</p> <p>Bidders shall enclose the original and copies of the three sealed envelopes;</p> <p>(1) <b>“PREQUALIFICATION FOR OLKARIA VII CONSULTANCY SERVICES”</b> envelope,</p> <p>(2) <b>“TECHNICAL PROPOSAL FOR OLKARIA VII CONSULTANCY SERVICES- DO NOT OPEN WITH THE PREQUALIFICATION DOCUMENTS”</b> envelope and</p> <p>(3) <b>“FINANCIAL PROPOSAL FOR OLKARIA VII CONSULTANCY SERVICES- DO NOT OPEN WITH THE TECHNICAL PROPOSAL”</b></p> <p>in one outer sealed envelope clearly marked as follows;</p> <p><b>"CONFIDENTIAL, KGN-BDD-016-2024 CONSULTANCY SERVICES FOR OLKARIA VII GEOTHERMAL POWER PROJECT- DO NOT OPEN BEFORE (bidder to fill date and time for submission)"</b></p> <p>And addressed to:</p> <p>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 711036000</p>
<b>17.5</b>	The Consultant shall submit the Proposal as follows:

	<p>(a) Technical Proposal: one (1) original, two (2) copies, each as hard copy and one (1) digital/electronic copy (flash disk)</p> <p>(b) Financial Proposal: one (1) original and two (2) copies, each as hard copy and one (1) digital/electronic copy (flash disk)</p> <p><b>The digital copy of the Technical Proposal shall not include the Financial Proposal.</b></p> <p><b>The digital copy of the Financial Proposal shall include the pricing tables in spreadsheet format.</b></p>
<p><b>17.7</b></p>	<p>The deadline for the submission of Proposals shall be <b>Wednesday 27 November 2024 at 1000hrs EAT</b></p> <p>The address for submission is:</p> <p>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 711036000</p>
<p><b>19.1</b></p>	<p>The opening of the Proposals will take place on <b>Wednesday 27 November 2024 at 1030hrs EAT</b> at the address below;</p> <p>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 711036000</p>
<p><b>19.2</b></p>	<p>The opening committee shall proceed to open the Bid in the presence of the Bidders representatives present as follows:</p> <ol style="list-style-type: none"> <li>1. The outer envelope shall be opened and the contents therein noted.</li> <li>2. The prequalification proposal shall be opened in the presence of Bidder's representative and confirmed in line with ITC 19.4.</li> <li>3. The technical proposal shall remain sealed for onward processing.</li> <li>4. The financial bid shall remain sealed and in the safe custody of the Employer until the date of the financial proposal opening in the presence of the Bidders Representatives who will have been invited for the opening.</li> </ol>

	5. any modifications to the Proposal submitted prior to the Proposal submission deadline.		
21.1	The technical evaluation shall be carried based on the following criteria and point system. No additional criteria or sub-criterion than those indicated in the RFP shall be used for the evaluation of the Technical Proposal.		
	<b>Qualification Criteria***</b>		<b>Scoring</b>
	<b>Score</b>	<b>Overall Score</b>	
	<b>I. Project Experience**</b>		<b>30</b>
I.1 A track record of relevant experience in consulting services of at least 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>	4		
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. Completed Projects for Geothermal Power Plants of capacity atleast 80MW.	8		
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. Completed Projects for a steam gathering System, each supplying steam to a Geothermal Power Plant of capacity atleast 80MW.	10		
I.4 Demonstrated experience in the design and engineering of Electrical substation and Transmission lines of similar nature in the last 20 years. Completed Projects each with a 220kV substation and 220kV Transmission line of similar nature.	4		

1.5 Contract management, site administration, Design Review, Supervision of construction, commissioning and management of warranty period for completed Projects involving a Geothermal steam gathering system, Geothermal Power plant and substation/Transmission works, each for of a capacity of at least 80MW in the last 20 years.	4	
<b>2. Key Staff Competence</b>		<b>50</b>
2.1. Project Manager	<b>5</b>	
2.2. Design Team		
2.2.1. Process Design Lead	<b>3</b>	
2.2.2. Mechanical Design Lead	<b>3</b>	
2.2.3. Electrical Design lead,	<b>3</b>	
2.2.4. Control & Instrumentation Design Lead	<b>2</b>	
2.2.5. Civil & Structural Design lead	<b>2</b>	
2.2.6. Contract/Commercial Lead	<b>2</b>	
2.2.7. Quality Assurance and Quality Control Lead	<b>1</b>	
2.3. Site Team		
2.3.1. Site Manager/Engineer to Contract	<b>5</b>	
2.3.2. Site Power Plant Lead/Commissioning Engineer	<b>3</b>	
2.3.3. Site Steamfield/Steamfield Commissioning lead	<b>3</b>	
2.3.4. Site Civil & Structural lead	<b>3</b>	
2.3.5. Site Electrical, Control and Instrumentation team lead	<b>3</b>	
2.3.6. Site HV Substation and Transmission Line lead	<b>3</b>	
2.3.7. Site Contract/Commercial Lead	<b>2</b>	
2.3.8. Site Environment, Social, Health & safety (ESHS) Lead	<b>2</b>	
2.4. Proportion of proposed key expert with Experience on the specific Projects listed/evaluated in Data Sheet 21.1 item I-Project Experience (% Proportionality)	<b>3</b>	
2.5. Proportion of Permanent staff among proposed key expert (% Proportionality)	<b>2</b>	
<b>3. Adequacy to TOR</b>		<b>15</b>
3.1. Technical Approach and Methodology	<b>5</b>	

	3.2. Quality of Workplan	5	
	3.3. Organization and Staffing	5	
	<b>4. Suitability of the transfer of knowledge (training) program:</b>		<b>5</b>
	<b>Total Points</b>		<b>100</b>
	<p><i>*similar nature mean projects of at least 80MW capacity Geothermal Power Plant, corresponding steamfield and 11/220kV substation and 220kV Transmission line.</i></p> <p><i>** In case of a Joint Venture/Consortium:</i></p> <ol style="list-style-type: none"> <li><i>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).</i></li> <li><i>The following Key staff must be Employees of the Lead Consultant: item 2.1 (Project Manager), item 2.3.1 (Site Manager/Engineer to Contract) and majority of staff within item 2.2 (Design Team), as a minimum requirement.</i></li> <li><i>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).</i></li> <li><i>The combined JV/Consortium must meet minimum requirements detailed in the Qualification Criteria.</i></li> </ol> <p><i>*** 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.</i></p>		
<b>25.1</b>	<p>The single currency for the conversion of prices expressed in other currencies into a single one shall be Euro</p> <p>The official source of the selling (exchange) rate is the Central Bank of Kenya.</p> <p>The date of the exchange rate (<b>base date</b>) shall be 28 days prior to the date of submission of proposals.</p>		
<b>26.1</b>	<p>The weights given to the Technical (T) and Financial (F) Proposals are as follows:  <math>W_T = 80\%</math>, and  <math>W_F = 20\%</math></p> <p>The weighted technical score is calculated as follows:  <math>P_T = W_T * T</math>, with</p> <p><math>P_T</math> = weighted technical score (points) of a technical Proposal,  <math>T</math> = technical score (points) as per technical evaluation,  <math>W_T</math> = weight of the technical Proposal (in percent)</p>		

	<p>The weighted financial score is calculated as follows</p> $P_F = W_F * C_o/C,$ <p>with</p> <ul style="list-style-type: none"> <li><math>P_F</math> = weighted financial score (points) of a financial Proposal,</li> <li><math>C</math> = evaluated price of the Proposal under consideration as per ITC 14.1.4,</li> <li><math>C_o</math> = lowest evaluated priced financial Proposals as per ITC 14.1.4,</li> <li><math>W_F</math> = weight of the financial Proposal (in percent)</li> </ul> <p>and the overall score is calculated as: <math>P = P_F + P_T</math>.</p> <p>The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
	<p><b>D. Negotiations and Award</b></p>
<p><b>30.1.</b></p>	<p>Not applicable.</p>
<p><b>30.3.</b></p>	<p>The expected commencement date shall be indicated in the signed Contract.</p>



## Section III. Technical Proposal – Standard Forms

### CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.
TECH-1	Technical Proposal Submission Form. If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.
TECH-2	Declaration of Undertaking
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Employer.
TECH-3A	A. On the Terms of Reference
TECH-3B	B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-5	Work Schedule (Tasks and Activities Bar Chart)
TECH-6	Personnel Schedule (Bar Chart) and attached Curriculum Vitae (CV)
TECH-7	Firm's Experience

## **POWER OF ATTORNEY**

**FORM TECH-I****TECHNICAL PROPOSAL SUBMISSION FORM**

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[Date]

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To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

[If the Consultant is a joint venture, insert the following: “We are submitting our Proposal in a joint venture between: [Insert a list with full name and the legal address of each member, and indicate the lead member]. We have attached a copy [insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “the relevant information of the existing JV agreement”] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.”

or

If the Consultant’s Proposal includes Sub-consultants, insert the following: “We are submitting our Proposal with the following firms as Sub-consultants: [Insert a list with full name and address of each Sub-consultant.”]

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) Except as stated in ITC 12, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 28.4 may lead to the termination of Contract negotiations.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 30.3.

We understand that the Employer is not bound to accept any Proposal that the Employer receives.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name): \_\_\_\_\_

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

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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

## FORM TECH-2

### Declaration of Undertaking

Reference name of the Application/Offer/Contract:

#### **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, reorganization or being in any analogous situation;
  - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country for prohibited conduct in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);

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<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.

- 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
- 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex I countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix I to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity;*
- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors 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;
- 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;
- 3.5) in the case of procurement of Works, Plant or Goods:
- i. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;

- ii. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and 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 Subcontractors under the Contract have engaged or will engage in any prohibited conduct, or violate the Guidelines 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 Subcontractors under the Contract shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or Germany; and
  - 6.3) we commit ourselves to complying with and ensuring that our Subcontractors 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 auditor 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

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<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.

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>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.



**Appendix I**

**Declaration of tax conformity – binding confirmation for legal persons**

**Name of company**

I hereby confirm with my signature that:

1. I am authorised to make this declaration on behalf of the above company;
2. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
3. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
4. the company will duly pay taxes that may arise from the provision of contracted services;
5. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....  
(Place)

.....  
(Date)

.....  
(Name of the consultant)

.....  
(Signature(s))

**Appendix I**

**Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

- 1. I make this declaration in my name/on my own account;
- 2. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
- 3. I am not currently involved in tax law court proceedings, nor have I been in the past;
- 4. I will duly pay taxes that may arise from the provision of contracted services;
- 5. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....  
(Place)

.....  
(Date)

.....  
(Name of the person)

.....  
(Signature)

## FORM TECH-3

### COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

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*[Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Employer, including: administrative support, office space, local transportation, equipment, data, etc.]*

#### **A - On the Terms of Reference**

*[The Consultant is explicitly encouraged to present a detailed critical analysis and the Consultant's interpretation of the project's objectives and the TOR. This might encompass critical comments and doubts about the suitability, consistency and feasibility of individual aspects and the concept as a whole, if any. The methodology suggested must take constructive account of these.]*

#### **B - On Counterpart Staff and Facilities**

*[Comments on counterpart staff and facilities to be provided by the Employer. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any.]*

## FORM TECH-4

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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*[Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The texts and information should be compiled and presented in a way that is related to the project. Consultants shall refrain from long explanations in the style of a textbook. The presentation of diagrams, tables and graphics is preferred. Suggested structure of the Technical Proposal:*

- a) *Technical Approach and Methodology*
- b) *Work Plan*
- c) *Organization and Staffing*
- d) *Back-up Services*
- e) *Quality Control and Management*
- f) *Logistics]*

- a) **Technical Approach and Methodology** *[Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. The Consultant is explicitly encouraged not to repeat the TOR in here but to show the suitability of his concept in regard to the TOR and his comments made on these.]*
- b) **Work Plan** *[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]*
- c) **Organization and Staffing** *[Please describe the structure and composition of your team, including the list of the Key Experts, other experts and relevant technical and administrative support staff. Responsibilities within the project team have to be defined. Please include an organisation chart showing the Consultant's internal organisation as well as the interactions with the Employer as well as with other stakeholders. The Consultant is encouraged to include junior staff in his team subject to available guidance within a team headed by senior professional staff and application of adequate rates. If certain tasks are not exclusively performed at site, the Consultant has to describe how the execution and co-operation between site and home office staff is assured.]*
- d) **Back-up Services** *[Please describe the envisaged backstopping by the home office for the team working locally on technical and administrative questions that could arise during project implementation as well as for the controlling and monitoring of the work.]*

- e) **Quality Control and Management** *[Please outline the procedures for quality control management of services (reports, documents, drawings), including those prepared by associates, sub-consultants and local partners, before submission to the Employer. Plain reference to ISO 9001 is not considered to be adequate.]*
  
- f) **Logistics** *[Please describe the planned logistics and facilities for the execution of the services.]*

### FORM TECH-5 (INDICATIVE FORMAT)

#### WORK SCHEDULE (TASKS AND ACTIVITIES BAR CHART)- LUMP SUM ACTIVITIES (PHASE I,II,III)

The Employer has provided the well data that includes the well locations and fluid characteristics. The Employer has also provided the general arrangement of the Site which includes the power plant. It is expected that Bidders will generate and include in their technical proposal a preliminary layout based on the information provided by the Employer. Bidder will use the generated layout to scope the parameters/determinants of the Steamfield design e.g number of wellpads, length of large bore wellpad and cross country pipelines, Separator stations, etc. For purposes of evaluation (Both Technical and Financial), Bidders will be required to indicate the estimated Length of cross country pipelines generated from the Preliminary layout.

Estimated Length of large bore wellpad and cross country pipeline [ \_\_\_\_\_ km] [Bidder to Fill estimated length] [Actual design quantities will be determined during the design process]

Phase				Months <sup>2 3</sup>												
				1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
I	Concept design, technical specifications & Bid Document Preparation and PQ documents preparation for all lots (Lot I, II and III).															
	<b>No.</b>	<b>Task<sup>1</sup></b>	<b>[Activities]</b>													
	1	Preparatory Studies and Data collection	1) Information gathering and compilation													
			2) Geotechnical investigations													
			3) Topographical surveys													
			4) .....													
	2	Concept Design	1) Review of existing information e.g feasibility study													
			2) design criteria													
			3).....													
			4)													
3	.....	1).....														
		2).....														
II	Detailed design of steam gathering system and issue of construction drawings and instructions (IFCs).															

	<b>No.</b>	<b>Task</b>	<b>[Activities]</b>														
	1	.....	1).....														
	2	.....	1) 2)														

- 1 List the tasks with the breakdown for activities, deliverables and other benchmarks such as the Employer’s review and approvals, site review workshops with the Employer, reports, etc. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.
- 4 The example task descriptions given in the table above are indicative and guide the bidders to formulate their respective actual tasks that reflect the work methodology and in line with the TOR. Bidders are encouraged to further breakdown to the lowest possible levels they plan to undertake the tasks, to make it easy in understanding how the assignment will be carried out.

**FORM TECH-6**

**PERSONNEL SCHEDULE (BAR CHART) AS PER TOR<sup>4</sup>-TIME BASED ACTIVITIES (PHASE IV,V)**

(THE EMPLOYER ESTIMATES A CEILING FOR TIME-BASED PORTION OF THE SERVICES AS FOLLOWS TO BE DISTRIBUTED IN LINE WITH THE PROPOSED EXPERTS)

- A. Phase IVa: 90 Person Months
- B. Phase IVb: 240 Person Months
- C. Phase V: 120 Person Months

Bidders are required to schedule their person-months in line with the Employer’s estimated ceiling in item a-c above. Actual mobilization and scheduling will be agreed upon during Contract execution and actual payment will be based on actual person-month spent.

N°	Name	Position		Months <sup>1 2</sup>												Total time-input <sup>3</sup> (in person-months)			
				1	2	3	4	5	6	7	8	9	.....	n	Foreign	Local	Total		
<b>Phase IVa Design Review</b>																			
<b>KEY EXPERTS (Lead)</b>																			
<i>(Bidders to Fill in all the Key experts as Per TOR. Bidders who exclude experts listed in the TOR will be considered non-responsive in line with ITC 7.2).</i>																			
<b>K-I</b>	[e.g., Mr/Mrs. A]	[e.g., Project Manager]	Home																
<b>K-n</b>		[e.g., Process Lead]	Home																
																<b>Subtotal:</b>			
<b>EXPERTS/Specialists</b>																			
<i>(Bidders to Fill in all the Key experts as Per TOR. Bidders who exclude experts listed in the TOR will be considered non-responsive in line with ITC 7.2).</i>																			
<b>E-I</b>			[Home]																
<b>E-n</b>			[Home]																
																<b>Subtotal:</b>			
																<b>Total:</b>			
<b>Phase IVb Site Supervision &amp; Commissioning</b>																			



<b>KEY EXPERTS (Lead)</b>																
<i>(Bidders to Fill in all the Key experts as Per TOR. Bidders who exclude experts listed in the TOR will be considered non-responsive in line with ITC 7.2).</i>																
<b>K-I</b>	[e.g., Mr/Mrs. A]	[e.g., Site Manager]	Site													
<b>K-n</b>			Site													
														<b>Subtotal:</b>		
<b>Phase V Management of Defects Liability/Notification Period</b>																
<b>KEY EXPERTS (Lead)</b>																
<i>(Bidders to Fill in all the Key experts as Per TOR. Bidders who exclude experts listed in the TOR will be considered non-responsive in line with ITC 7.2).</i>																
<b>K-I</b>	[e.g., Mr/Mrs. A]	[e.g., Site Manager]	Site													
<b>K-n</b>			Site													
														<b>Subtotal:</b>		

- 1 Months are counted from the start of the assignment/mobilization.
- 2 “Home” means work in the office in the expert’s country of residence. “Site” means work carried out in the Employer’s country or any other country outside the expert’s country of residence.
- 3 The assignment of foreign and local staff shall be treated separately.
- 4 This form is indicative to guide the Bidders. Bidders shall fill for the full scope as per the TOR.



**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

<b>Proposed Position Title and No.</b>	[e.g., K-1, PROJECT MANAGER]
<b>Name of Expert:</b>	[Insert full name]
<b>Date of Birth:</b>	[day/month/year]
<b>Country of Citizenship/Residence</b>	
<b>Contact of the Expert</b>	[Telephone and Email]

**Education:** [List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) and Certificates obtained]. Give emphasis to specialized trainings relevant to the proposed assignment role.

\_\_\_\_\_

\_\_\_\_\_

**Employment record relevant to the assignment:** [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, project name worked on e.g. Olkaria I and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.]

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../ e-mail.....; Mr/Mrs B, deputy minister]	Name of Project involved... (e.g. Olkaria I)	

**Registration with relevant Professional Bodies (attach copies of registration certificates):**

\_\_\_\_\_

**Language Skills (Proficiency in English- written and spoken):**

\_\_\_\_\_

\_\_\_\_\_

**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks (include specific project name)</b>
<i>[List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)</i>	

**FORM TECH-7 (FIRM'S REFERENCES)**  
**RELEVANT SERVICES CARRIED OUT IN THE LAST TWENTY (20) YEARS**  
**THAT BEST ILLUSTRATE BIDDER'S QUALIFICATIONS**

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

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. Reference projects lacking this information shall not be considered for evaluation.

Name of legal entity (declaring Consultant):	Project Country
Project Title:	Overall Project value
Name of Bank/Funding Agency:	
Name of Client:	Clients contact person for the assignment.
Address:	No of Staff-Months;  Duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):
Approx. Value of Services	
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	No of Months of Professional  Staff provided by Associated Consultants
Names of key Staff (Project Manager/Coordinator, Site Manager/Engineer to Contract, Team Leader/discipline experts/specialists, commercial/QS Expert) Involved and Functions Performed*	
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)	

--

\*Highlight if the cited professional is among the proposed Key Expert

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

## **Section IV. Financial Proposal - Standard Forms**

*[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section II.]*

FIN-1      Financial Proposal - Submission Form

FIN-2      Financial Proposal - Cost Breakdown

**FORM FIN-1**  
**FINANCIAL PROPOSAL - SUBMISSION FORM**

---

[Date]

To: [Name and address of Employer]

---

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [Indicate the corresponding amount(s) currency(ies)] [Insert amount(s) in words and figures], “including” of all applicable taxes in accordance with Clause 16.3 and 23.1 in the **Data Sheet**. The estimated amount of applicable taxes is [Insert currency] [Insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in Form FIN-2].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the **Data Sheet**.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

*[For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached]*



**FIN-2 FORM A**  
**FINANCIAL PROPOSAL – COST BREAKDOWN**

*[The cost breakdown forms hereafter contain provisions for services under lump sum and time based assignment. In case the assignment includes only one form of assignment the forms for the other assignment form should be deleted.]*

**Model for Financial Proposal – Overall Cost Breakdown**

	Sum in EUR	Sum in KES
<b>Total Package A - Lump sum services without options</b>		
<b>Total Package B – Time based services without options</b>		
<b>Grand total</b>		

Duties and Taxes

<b>Taxes and duties</b>	
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**FIN-2 FORM B**  
**Summary Overview-Package A - Lump Sum Services**  
 (as per **Data Sheet** clause 16.1.and TOR)

*[The summary overview to be presented by the Consultant may be adjusted and shall follow the structure as requested in the detailed cost calculation sheet on the following page.]*

Item	Cost	
	<i>[Insert foreign currency]</i>	<i>[Insert local currency]</i>
<b>Lump Sum Cost of the Financial Proposal (excluding taxes):</b>		
Phase I		
Phase II		
Phase III		
<b><u>Total Cost of the Financial Proposal (excluding taxes):</u></b> <i>[this amount must be the same as in the Form FIN2 Total Package A]</i>		
<b>Tax Estimates<sup>6</sup> in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded</b>		
– Value Added Tax (VAT) or equivalent		
– Withholding tax <sup>7</sup>		
– .....		
– .....		
<b><u>Total Estimate for taxes, duties and fees in the Client's country:</u></b>		

<sup>5</sup> Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub Clause 16.3 of the ITC.

<sup>6</sup> List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

<sup>7</sup> On the invoices from the Consultant based outside the Client's country.

**FIN-2 FORM C**  
**Summary Overview-Package B – Time Based Services**

\_(as per **Data Sheet** clause 16.1 and TOR)

Item	Cost	
	<i>[Insert foreign currency]</i>	<i>[Insert local currency]</i>
<b>Cost of the Financial Proposal (excluding taxes)<sup>8</sup>:</b>		
<b>Remuneration</b>		
Phase IVa		
Phase IVb		
Phase V		
<b>Reimbursable</b>		
Phase IVa		
Phase IVb		
Phase V		
<b>Total Cost of the Financial Proposal (excluding taxes):</b> <i>[this amount must be the same as in the Form FIN-2 Task B]</i>		
<b>Taxes Estimates<sup>9</sup> in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded</b>		
– Value Added Tax (VAT) or equivalent		
– Withholding tax <sup>10</sup>		
– .....		
– .....		
<b>Total Estimate for taxes, duties and fees in the Client's country:</b>		

<sup>8</sup> Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub-Clause 16.3 of the ITC.

<sup>9</sup> List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

<sup>10</sup> On the invoices from the Consultant based outside the Client's country.

**FIN-3 FORM A**  
**Cost Calculation [EUR preferably]**  
**Package A – Lump Sum Services Phase I**

[The table below may be adjusted as appropriate by adding cost items to be included in lump sum services and / or by reducing the degree of detail. The Bidder shall fill the activities in line with Form TECH 5. The Bidder shall price against the activities. Bidders who do not price for the full scope will be deemed non responsive in line with ITC 7.2.]  
 The Financial Proposal shall contain a cost calculation as indicated below for information only, whereas remuneration will be in fixed tranches.

<b>Phase I</b> <b>PQ documents, Concept design, technical specifications &amp; Bid Document Preparation for all lots (Lot 1, 2 and 3)</b>	<b>Cost</b>	
	[Insert foreign currency]	[Insert local currency]
<b>Lump Sum Cost of the Financial Proposal (excluding taxes)<sup>11</sup>:</b>		
<b>Activity 1</b>		
<b>Activity 2</b>		
.....		
.....		
<b>Lump Sum Cost of the Financial Proposal (excluding taxes):</b>		
<b>Tax Estimates<sup>12</sup> in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded</b>		
– Value Added Tax (VAT) or equivalent		
– Withholding tax <sup>13</sup>		
.....		
<b>Total Estimate for taxes, duties and fees in the Client's country:</b>		

<sup>11</sup> Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub Clause 16.3 of the ITC.

<sup>12</sup> List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

<sup>13</sup> On the invoices from the Consultant based outside the Client's country.

**FIN-3 FORM B**  
**Cost Calculation [EUR preferably]**  
**Package A – Lump Sum Services Phase II**

Phase II Detailed design for Steam Gathering System and Issue For Construction drawings (IFC)	Cost	
	[Insert foreign currency]	[Insert local currency]
<b>Lump Sum Cost of the Financial Proposal (excluding taxes)<sup>14</sup>:</b>		
<b>Activity 1</b>		
<b>Activity 2</b>		
.....		
.....		
<b>Lump Sum Cost of the Financial Proposal (excluding taxes):</b>		
<b>Tax Estimates<sup>15</sup> in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded</b>		
– Value Added Tax (VAT) or equivalent		
– Withholding tax <sup>16</sup>		
– .....		
<b>Total Estimate for taxes, duties and fees in the Client's country:</b>		

<sup>14</sup> Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub Clause 16.3 of the ITC.

<sup>15</sup> List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

<sup>16</sup> On the invoices from the Consultant based outside the Client's country.

**FIN-3 FORM C**  
**Cost Calculation [EUR preferably]**  
**Package A – Lump Sum Services Phase IIIa**

Phase IIIa Assistance in Pre-qualification process	Cost	
	[Insert foreign currency]	[Insert local currency]
<b>Lump Sum Cost of the Financial Proposal (excluding taxes)<sup>17</sup>:</b>		
<b>Activity 1</b>		
<b>Activity 2</b>		
.....		
.....		
<b>Lump Sum Cost of the Financial Proposal (excluding taxes):</b>		
<b>Tax Estimates<sup>18</sup> in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded</b>		
– Value Added Tax (VAT) or equivalent		
– Withholding tax <sup>19</sup>		
– .....		
<b>Total Estimate for taxes, duties and fees in the Client's country:</b>		

<sup>17</sup> Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub Clause 16.3 of the ITC.

<sup>18</sup> List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

<sup>19</sup> On the invoices from the Consultant based outside the Client's country.

**FIN-3 FORM D**  
**Cost Calculation [EUR preferably]**  
**Package A – Lump Sum Services Phase IIIb**

Phase IIIb Assistance in Bidding Process	Cost	
	[Insert foreign currency]	[Insert local currency]
<b>Lump Sum Cost of the Financial Proposal (excluding taxes)<sup>20</sup>:</b>		
<b>Activity 1</b>		
<b>Activity 2</b>		
.....		
.....		
<b>Lump Sum Cost of the Financial Proposal (excluding taxes):</b>		
<b>Tax Estimates<sup>21</sup> in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded</b>		
– Value Added Tax (VAT) or equivalent		
– Withholding tax <sup>22</sup>		
– .....		
<b>Total Estimate for taxes, duties and fees in the Client's country:</b>		

<sup>20</sup> Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub Clause 16.3 of the ITC.

<sup>21</sup> List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

<sup>22</sup> On the invoices from the Consultant based outside the Client's country.

**FIN-3 FORM E**  
**Cost Calculation [EUR preferably]**  
**Package A – Lump Sum Services Phase IIIc**

Phase IIIc Assistance in Bid Evaluation	Cost	
	[Insert foreign currency]	[Insert local currency]
<b>Lump Sum Cost of the Financial Proposal (excluding taxes)<sup>23</sup>:</b>		
<b>Activity 1</b>		
<b>Activity 2</b>		
.....		
.....		
<b>Lump Sum Cost of the Financial Proposal (excluding taxes):</b>		
<b>Tax Estimates<sup>24</sup> in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded</b>		
– Value Added Tax (VAT) or equivalent		
– Withholding tax <sup>25</sup>		
– ....		
<b>Total Estimate for taxes, duties and fees in the Client's country:</b>		

<sup>23</sup> Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub Clause 16.3 of the ITC.

<sup>24</sup> List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

<sup>25</sup> On the invoices from the Consultant based outside the Client's country.



**FIN-3 FORM F**  
**Cost Calculation [EUR preferably]**  
**Package A – Lump Sum Services Phase III d**

Phase III d Assistance in Contract Negotiation up to Contract Signature	Cost	
	[Insert foreign currency]	[Insert local currency]
<b>Lump Sum Cost of the Financial Proposal (excluding taxes)<sup>26</sup>:</b>		
<b>Activity 1</b>		
<b>Activity 2</b>		
.....		
.....		
<b>Lump Sum Cost of the Financial Proposal (excluding taxes):</b>		
<b>Tax Estimates<sup>27</sup> in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded</b>		
– Value Added Tax (VAT) or equivalent		
– Withholding tax <sup>28</sup>		
– ....		
<b>Total Estimate for taxes, duties and fees in the Client's country:</b>		

<sup>26</sup> Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub Clause 16.3 of the ITC.

<sup>27</sup> List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

<sup>28</sup> On the invoices from the Consultant based outside the Client's country.

**FIN-3 FORM G**  
**Cost Calculation [EUR preferably]**  
**Package B – Time Based Services (Phase IVa) per Form TECH-6**

<b>A. Remuneration</b>						
<b>No.</b>	<b>Name</b>	<b>Position</b>	<b>Person/Month Remuneration Rate (excluding taxes)[a]</b>	<b>Time Input in Person/Month [b]</b>	<b>[Foreign currency] [a*b]</b>	<b>[Local currency] [a*b]</b>
<b>Phase IVa: Design Review</b>						
<b>KEY EXPERTS (Lead)</b>						
<i>(Bidders who exclude experts listed in Form TECH-6 will be considered non-responsive in line with ITC 7.2).</i>						
K-1						
K-n						
<b>Total Costs Key Experts (excluding taxes)</b>						
<b>EXPERTS/Specialists</b>						
<i>(Bidders who exclude experts listed in Form TECH-6 will be considered non-responsive in line with ITC 7.2).</i>						
E-1						
E-n						
<b>Total Costs Experts (excluding taxes)</b>						
<b>Grand Total Phase IVa (Excluding Taxes)</b>						

**FIN-3 FORM H**  
**Cost Calculation [EUR preferably]**  
**Package B – Time Based Services (Phase IVb) per Form TECH-6**

<b>A. Remuneration</b>						
<b>No.</b>	<b>Name</b>	<b>Position</b>	<b>Person/Month Remuneration Rate* (excluding taxes)[a]</b>	<b>Time Input in Person/Month [b]</b>	<b>[Foreign currency]</b>	<b>[Local currency]</b>
<b>Phase IVb Site Supervision &amp; Commissioning</b>						
<b>KEY EXPERTS (Lead)</b>						
<i>(Bidders who exclude experts listed in Form TECH-6 will be considered non-responsive in line with ITC 7.2).</i>						
K-1					<b>[a*b]</b>	<b>[a*b]</b>
K-n						
<b>Total Costs Phase IVb (excluding taxes)[y]</b>						
<b>Back-Up Services ( __%) (Bidders to fill the percentage in line with the requirements in TOR Team Sub clause 4 item B)[z]</b>						
<b>Cost of Back-Up Services excluding taxes [k]</b>					<b>[z*y]</b>	<b>[z*y]</b>
<b>Grand Total Phase IVb (Excluding Taxes)</b>					<b>[y+k]</b>	<b>[y+k]</b>

\*The rate shall be include all payable emoluments, statutory compliance, accommodation etc.,.

**FIN-3 FORM I**  
**Cost Calculation [EUR preferably]**  
**Package B – Time Based Services (Phase V) per Form TECH-6**

<b>A. Remuneration</b>						
<b>No.</b>	<b>Name</b>	<b>Position</b>	<b>Person/Month Remuneration Rate* (excluding taxes)[a]</b>	<b>Time Input in Person/Month [b]</b>	<b>[Foreign currency]</b>	<b>[Local currency]</b>
<b>Phase V Management of Defects Liability/Notification Period</b>						
<b>KEY EXPERTS (Lead)</b>						
<i>(Bidders who exclude experts listed in Form TECH-6 will be considered non-responsive in line with ITC 7.2).</i>						
K-1					<b>[a*b]</b>	<b>[a*b]</b>
K-n						
<b>Total Costs Phase V (excluding taxes)[y]</b>						
<b>Back-Up Services (___%) (Bidders to fill the percentage in line with the requirements in TOR Team Composition Sub clause 4 item B)[z]</b>						
<b>Cost of Back-Up Services excluding taxes [k]</b>					<b>[z*y]</b>	<b>[z*y]</b>
<b>Grand Total Phase V (Excluding Taxes)</b>					<b>[y+k]</b>	<b>[y+k]</b>

\*The rate shall include all payable emoluments, statutory compliance, accommodation etc.,

**FIN-4**  
**REIMBURSABLES**  
**Cost Calculation [EUR preferably]**

(The reimbursable cost shall only be applied on the time-based phases, Phase IV and V).

No	Type of Other Expenses <sup>29</sup>	Unit	Unit Cost (excluding taxes)	Quantity	<i>[Foreign currency – as in FIN-2]Euro</i>
<b>Phase IVa, IVb and V</b>					
1)	Per diem allowances expatriate <sup>30</sup> personnel				
	Kenya	Day		400	
	Africa	Day		40	
	Europe	Day		200	
	Asia	Day		400	
	North America	Day		40	
	Middle East	Day		200	
	Oceania	Day		200	
2)	Per diem allowances for Consultant's Site Key Experts <sup>31</sup> within Employer's Country	Day		300	
	International flights <sup>32</sup>				
	Europe - Kenya	Return Trip		20	

<sup>29</sup> Delete any item not relevant to the Services.

<sup>30</sup> Per diem allowance shall be paid for each day a home office staff has travelled for this project related activity away from home office country. The per diem shall cater for local transportation, full board hotel stay, visa, permits, vaccinations etc. Any project related travel shall be subject to the Employer's approval.

<sup>31</sup> Per diem allowance shall be paid for each day a site staff has travelled to towns/cities away from the site (site city/town) on this project related activity. The per diem shall cater for full board hotel stay, local transportation, etc. Any project related travel shall be subject to the Employer's approval.

<sup>32</sup> Consultant shall list all international flight rates for site Key Experts' country of residence, home office and any other rate that the Consultant may consider relevant for travel for the Design Review Workshop and Factory Acceptance Tests

	North America- Kenya	Return Trip		20	
	Oceania - Kenya	Return Trip		20	
	Europe - Asia	Return Trip		50	
	North America to Asia	Return Trip		20	
	Oceania- Asia	Return Trip		20	
	Kenya - Asia	Return Trip		20	
	Europe – Middle East	Return Trip		20	
	North America- Middle East	Return Trip		20	
	Oceania – Middle East	Return Trip		20	
	Kenya – Middle East	Return Trip		20	
<b>Phase IVb and V</b>					
3)	Communication costs <sup>33</sup>	Month		60	
4)	Production of reports <sup>34</sup>	Lump Sum		1	
5)	Local vehicular transport costs for all site staff <sup>35</sup>	Month		60	
6)	Office Administration costs <sup>36</sup>	Month		60	
7)	Site Office equipment costs <sup>37</sup>	Lump Sum		1	

<sup>33</sup>Includes telephony services, wifi, IT equipment and related services for all his staff, necessary work softwares for his staff, etc.)

<sup>34</sup>Includes printing, binding, scanning and submission of documentation (Including contract documents, as built, O&M manuals etc as per TOR) for all Lots. The Consultant shall suggest a payment schedule for this item.

<sup>35</sup>The Consultant shall cater for the day-to-day transport arrangements for the site staff to and from the site office, to all areas within the project site and to other locations within the Employer's country as shall be required when undertaking the project.

<sup>36</sup>Office Administration costs shall include cost of the Temporary Registration of Site Key Experts with EBK, work permits, cost of compliance with statutory requirements, office administrator, maintenance of the office/office facilities which shall include but not limited to security services, custodial services, grounds maintenance, utilities (electricity and water), office repairs, consumables (printing, kitchen operations, toiletries, stationary, potable water, etc.) and any other sundries. This will include any Miscellaneous expenditure arising within Contract tenure.

<sup>37</sup>Shall include printers, projector, projector screen, kitchen equipment (coffee machine, frigde, microwave, toaster, water dispenser, cooker and gas, utensils etc.)

8)	Site inspectors <sup>38</sup>	Month		60	
9)	Engineering Interns (Five) <sup>39</sup>	Month		36	
10)	Provisional Sums <sup>40</sup>	Lump Sum		1	500,000.00
11)	Insurances	Lump Sum		1	
12)	Medical cover for Consultant's Site Personnel	Lum Sum		1	
<b>Total Cost (exclusive of tax)</b>					

<sup>38</sup>As per specifications in TOR, Team composition item B,15. The amount includes payment for salaries, statutory requirements and levies, emoluments, accommodation, allowances etc. for all the Inspectors.

<sup>39</sup> The Consultant shall pay the Engineering Interns a monthly gross allowance of KES 35,000 per intern. The Consultant shall provide for them transport services to and from site and workers' compensation insurance. The consultant shall provide for this item in his financial proposal.

<sup>40</sup> The amount may be expended only upon a written instruction from the Employer. A 5% profits and overheads on the payments invoiced shall apply.

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**Cost Calculation [EUR preferably]  
Other Cost**

The Financial Proposal shall contain Other Cost items as per table FIN-4 (Provisional sums), considering the calculation mode preselected by the Employer below. The total amount for Other Cost will be taken into account for the financial evaluation: Consultant to include in its offer the provisional amount indicated by the Employer in the table FIN-4 (Provisional sums) (no quantities provided/offered). This item may be utilized during Contract execution upon instruction from the Employer.

Information as to invoicing and payment to be agreed upon in full detail during contract negotiation.



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## Explanation regarding the information contained in the Financial Proposal Form FIN 2

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### Additional Notes

#### Package B (Time based) - Staff Cost

The rates in these items shall include international and local/regional staff monthly rate at headquarter, including salary, social charges and overhead cost, bonus, home office cost, all medical examinations, internal professional training, back-up services from home office (professional, personal and administrative), cost of IT equipment, company's professional insurance, risk and profit. In addition, staff rates for local staff shall include accommodation and allowance for occasional local travel within the Employer's country unless the assignment foresees extensive travel in the Employer's country. In such case, perdiems allowances will be considered.

Absence for vacation of staff as applicable in the Consultant's headquarter for foreign staff and in the Employer's country for local staff shall be deemed to be included in the unit staff rates, as well as sick leave up to the same amount. Backstopping services from the headquarter are deemed to be included in the back-up % provided in FIN3-Form H and FIN3-Form I .

#### International Travel Cost/International Flights

This item shall include:

- international air fares, including complementary travel cost (e.g. transfer cost to and from airports, visa, airport tax, excess baggage and / or air freight, insurance, medical expenses, visa, etc.) per return trip.
- air fares for inspection flights (including cost elements as above), if any

#### Local Travel/Local Transport Cost

This item shall include:

- lease or rent of project vehicles or depreciation cost of vehicles owned by the Consultant as lump sum item per month of operation.
- running cost of own or leased/rented vehicles as a monthly lump sum item per car including gasoline, oil, tires and other consumables, all risk insurance, maintenance and repair costs as well as costs for driver;
- cost for local air, road and rail travel, if any
- taxi costs for local transport demand peaks, if any.

#### Cost for the Local Project Office/Office Administration Costs

This item shall include office rent, office staff cost and office operation cost (including cleaning, electricity, water, heating, air conditioning, insurance, telecommunication, international and local freight, etc. and all office consumables).

#### Production of Reports

This item shall include reports and, if applicable any other documents to be produced/purchased in the frequency, number of copies and the format as specified in the TOR and include transport cost and distribution to the addresses as specified in the TOR. The cost of photo and video documentation of the project progress, whether specifically taken and used for the reports or not, shall be deemed included in the relevant lump sum item.

**Other Cost**Equipment Cost

Unless otherwise specified all equipment purchased under this item shall be handed over to the Employer upon completion of the services taking into account normal wear and tear under the operational conditions of the project. The following examples may fall under equipment cost

- Office equipment
- Measuring and test equipment

Miscellaneous Cost

This item shall include all expenses and cost items not covered by the above categories but are considered required for the assignment. The following examples may fall under miscellaneous cost:

- cost for security measures
- acquisition of town maps, aerial photographs, satellite images
- rental of project equipment (e.g. for geophysical surveys)
- topographical and soil surveys for sites and pipeline alignments
- workshop / factory inspection cost
- study tours for counterpart personnel
- preparation and management of workshops and seminars
- training measures or any other special services executed by third parties

## Section V. 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>41</sup>: \_\_\_\_\_

Signature:

Dated:

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<sup>41</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 VI.

### Form I- 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>42</sup>: \_\_\_\_\_

Signature:

Dated:

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<sup>42</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.

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## Section VI.

### Form 2- ENVIRONMENTAL AND SOCIAL COVENANT

We, the undersigned, commit to comply with – and ensuring that all of our sub-contractors comply with – all labour 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 environment applicable in the country of implementation of the contract.

Labour standards. We further commit to the principles of the eight Core ILO standards<sup>43</sup> pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

Workers relations. We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB's Environmental and Social Handbook. We will regularly monitor and report on its application to [insert name of the Contracting Authority] as well as on any corrective measures periodically deemed necessary.

Occupational and Public Health, Safety and Security. We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project's Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems<sup>44</sup>; (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB's Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

Protection of the Environment. We commit to taking all reasonable steps to protect the environment 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. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in [insert name of the relevant document]<sup>45</sup> and the international

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<sup>43</sup> <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>.

<sup>44</sup> [http://www.ilo.org/safework/info/standards-and-instruments/WCMS\\_107727/lang--en/index.htm](http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm)

<sup>45</sup> For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).

and national legislation and regulations applicable in the country of implementation of the contract.

Environmental and social performance. We commit to (i) submitting [insert periodicity as indicated in the tender documents] environmental and social monitoring reports to [insert name of the Contracting Authority]; and (ii) complying with the measures assigned to us as set forth in the environmental permits [insert name of the relevant document if applicable] <sup>46</sup> and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will 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 hereby declare that our tender price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with [insert name of the Contracting Authority], any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing [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 execution of the contract and the implementation of the project previously not taken into account; and (iii) in consultation with [insert name of the Contracting Authority], adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

Environmental and social staff. We shall facilitate the contracting authority's ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. 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 the Contracting Authority and to whom 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 the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of 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 subcontractors.

Name

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<sup>46</sup> For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans).



In the capacity of Signed

Duly authorized to sign the contract for and on behalf of

Date

# **PART B – TERMS OF REFERENCE**

## Section VII. Terms of Reference

### I. Background

The Olkaria geothermal field is located in Hells Gate National Park in the Kenya Rift Valley about 120 km by road, north of Nairobi. The Geothermal Power Plants are supplied with steam from the Olkaria field as follows:

Table 1: Details of Power Plants within Olkaria Field

Name of Plant	Plant Rating (MW)	Field
Olkaria I U1,2&3 (under rehabilitation)	45 (3x15)	East
Olkaria II	105 (3x35)	North East
Olkaria III (Orpower IPP)	150	West
Olkaria I U4&5	140 (2X70)	East and North East
Olkaria I U6	83	East and North East
Olkaria IV	140 (2X70)	Domes
Olkaria V	150 (2X75)	Domes
Wellheads (Modular Plants)	75	Distributed

KenGen has adequate steam capacity in the Olkaria East field for implementation of 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 Contract lots, namely Lot 0 (Consultancy Contract), Lot I (Steam-field Development Contract), Lot II (Power Plant Development Contract) and Lot III (HV substation and Transmission line Contract). The scope of the contract packages are detailed hereunder:

#### 1.1. Lot 0 Contract: Consultancy Contract

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 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

#### 1.2. Lot I Contract : Steam-field Development, PC Contract

The objectives of this contract are to process steam from the drilled wells and deliver it to the power plant boundary and to dispose the separated brine and condensate to the reinjection wells.

This will be a Procure Construct contract (PC) and shall constitute supply, installation and testing of the Steam-gathering/transmission system from the wells to the new power stations and for conveying the condensate for reinjection to the reinjection wells using both hot and cold reinjection. It shall include the following:

- (i) Supply and installation of bi-phase transmission pipelines, the separator stations, the steam pipelines, manifold and vents system including the interface to the power plant.
- (ii) Supply and installation of reinjection pipelines.
- (iii) Supply and installation of the control and instrumentation system.
- (iv) Supply and installation of all associated electrical system.
- (v) The contract will include all the associated civil and structural works to be undertaken for the supply and installation.
- (vi) Testing and commissioning including Defects Liability/Notification period.

The contract will be executed as follows;

- a) The Consultant will carry out concept design including preparation of Bills of Quantities and Price Schedules for the construction firms to bid against, with reference to the feasibility study report and other information to be availed by Employer.
- b) The Consultant will carry out detailed design and Issue drawings and other documents for construction.
- c) The construction contract will be a re-measure type based on the consultants design and specifications.
- d) The Consultant will oversee the construction, commissioning, performance guarantee tests, the preparation of Operations and Maintenance manuals and any other administrative functions including management of Defects Liability/Notification Period.

Over 90% of both the production and reinjection wells have been drilled. The Employer will complete the drilling process during the execution of this Contract and therefore;

- e) The tender designs to be prepared by the consultant and included for tendering will be prepared on the basis of the existing information and information to be available as drilling is completed. Detailed tender drawings shall be submitted to the employer for tendering purposes based on the information available. The employer may provide additional information during the proposal preparation; which will include the location of wells to be drilled, timeline of their drilling and completion testing.
- f) It is expected that the Consultant will have undertaken substantial detailed design based on the information provided by the Employer at the time of engaging the PC Contractor. Most Issued for Construction (IFC) drawings will be availed by the Consultant to the PC Contractor at commencement of the works Contract (equivalent to the confirmed drilling data and information from Employer) while the remaining will be issued progressively as wells are drilled and the wells data become available.
- g) The consultant shall make an overall schedule for Steamfield Development including the interfaces between the four activities of (i) drilling for the remaining wells (ii) design (iii) steam field construction and (iv) power plant commissioning that will be taking place by different teams consecutively and simultaneously.
- h) The Consultant shall be expected to review the existing information including the feasibility study report and generate an optimized Concept design. The optimized concept design will be discussed with the Employer in a site workshop before adoption.
- i) The Consultant shall make a formal presentation to the Employer of the draft detailed design in a workshop. The Consultant shall implement and incorporate the Employer's comments in the final detail design to be approved by the Employer. This shall cover the entire scope of design, including topographical survey, geotechnical investigations, hydrological surveys, process design, structural design, breakdown of materials (bills of quantities and price schedules) and equipment for construction and works schedules.
- j) The consultant should make allowance for changes in information or additional information that may be supplied by the Employer.
- k) Design and design reviews shall be a collaborative effort by both the Consultant's home and site staff and Employer's personnel.

- l) Review of construction/fabrication drawings and necessary field changes shall be carried out by the Consultant's staff at site. These reviews and field changes shall be undertaken by a team incorporating consultant's Site Experts and Employer's personnel. As part of the Employer's efforts to ensure hands on and practical design/construction supervision knowledge is transferred to the locals, the Employer intends that the Consultant shall engage five (5) Engineering Interns personnel to the Consultant's site office.

The consultant shall scope and quote for these works on the basis of a PC (design-build) Lot 1 works contract. At the time of negotiation, the parties (Employer and winning bidder) shall discuss and agree on the final structuring/packaging of this Lot 1 Contract. If the agreed packaging is different from the PC (design-build) e.g EPC for the works, parties shall agree on the final design scope and related cost changes.

### **1.3. Lot 2 Contract: Power Plant Contract**

This is an EPC Contract for construction of the power plant and shall include all related Civil, Structural, Electrical, Mechanical, Control and Instrumentation works for at least 1x80MW geothermal unit.

The EPC works contract shall include design, supply, installation and commissioning of the following among others:

- a) Steam turbine and auxiliaries, condensing and gas extraction systems, cooling towers, cooling water systems, compressed air system, treatment systems for circulating and cooling water, blow-down re-injection system, steamfield control valves and remote connected instrumentation;
- b) main generator and exciter, generator 11kV circuit breakers, 3.3kV and 0.415kV switchboards with distribution system to the wellpads.
- c) Generator transformer for feeding generated power into the grid system. All other transformers, DC and secure AC systems, Electrical control/mimic panel, control and instrumentation;
- d) Gas extraction system, Diesel generator, fire-fighting system, turbine hall, overhead crane at the turbine hall, workshop cranes, workshop, store and lifting equipment,;
- e) Civil works for Olkaria VII – This shall include site preparation, provisions of security fencing, power plant and cooling tower piling and foundations, piping, roads within the fenced area, main and auxiliary buildings, general miscellaneous site works.
- f) Supply of the DCS system for the Steamfield and the power plant. Measurement devices for the turbine shall be connected with the DCS system with instantaneous and totalizing displays as necessary.

The objective of this contract is to receive steam at the power plant boundary (to be defined by the consultant), convert the steam energy into electricity through the generator, ready for step-up for transmission to the national grid. This contract will be executed as follows:

- i. The Consultant shall be expected to review the existing information including the feasibility study report and generate an optimized Concept design. The Concept that will start with a minimum unit sizing of 80MW will take into consideration the available steam output from the wells, consider a safe/design margin for steamfield operations and recommend a final Unit size based on the available industry technology, single unit size possibility and any other considerations. The optimized concept design will be discussed with the Employer in a workshop before adoption.
- ii. The consultant will prepare concept design and technical specifications and tender documents to the extent necessary for an EPC works contract;
- iii. The construction contract will be based on Engineer, Procure and Construct (EPC);
- iv. The Contractor will therefore also be responsible for commissioning the power plant and guaranteeing of the performance of the power plants systems including Defects Liability/Notification Period.

**Lot 3 Contract: HV substation and Transmission line, EPC contract**

This Contract shall be an EPC contract and will constitute design, supply, installation and commissioning of the 220kV HV substations complete with switchgears and 220kV HV transmission lines for at least 1x80MWe at Olkaria VII power plant. This work includes modification of the existing Olkaria IAU substation to enable the new facilities integrate with the grid.

The Consultant will be required to carry out a brief power system study for connection to the grid. The connection will be to Olkaria IAU substation. The substation shall be designed with a provision for a future unit 2, the Consultant shall ensure the provision of a spare bay within diameter 2 of the Olkaria VII substation.

The **HV substation** design, supply, installation and commissioning of;

- (i) A new 220 KV substation at Olkaria VII.
- (ii) Modification of Olkaria IAU substation to link with the Olkaria VII substation.
- (iii) Modification of Olkaria IAU protection schemes to integrate with the new 220kV line from Olkaria VII
- (iv) Bay control and Protection Panels for both substations

The **HV Transmission line** will consist of the following;

- (i) Approximately 3 km of 220kV double circuit line from the New Olkaria VII Substation to the existing Olkaria IAU Substation;
- (ii) Distance and differential Protections Panels for the double circuit line.

All civil works associated with the HV substations and transmission lines including construction and modifications of the existing lines will also be the responsibility of the EPC Contractor.

The construction contract will be based on Engineer, Procure and Construct.

The Contractor will therefore be responsible for commissioning and guaranteeing the performance of the HV substations & switchgear and HV transmission line systems including the Defects Liability/Notification Period.

## 2. Objective(s) of the Assignment

KenGen intends to engage the services of a consultant to prepare the design and design reviews as required, pre-qualification documents, bid documents and supervision of the construction works.

The Consultancy contract will be a combination of a **lumpsum** and **time-based assignment** as follows;

### 2.1. Lumpsum activities

Table 2: Phases and Time Period for Lump sum activities

Phase	Activity	Period (Month)
I	PQ documents, Concept design, technical specifications & Bid Document Preparation for all lots (Lot 1, 2 and 3).	3
II	Detailed design for steam gathering system and Issue For Construction drawings (IFC)	6 (dependent on the drilling program for the remaining wells)
III a	Assistance in Pre-qualification process	3 (In parallel with Phase I)
III b	Assistance in the Bidding Process	3
III c	Assistance in Bid Evaluation	2
III d	Assistance in Contract Negotiation up to Contract Signature	1

### 2.2. Time based activities

The time-based assignment estimated to be a ceiling of **450** person months for the following activities:

Table 3: Phases and Time period for Time based activities

Phase	Activity	Period (Months)
IV a	Design Review	(in parallel with Phase IV b)
IV b	Supervision of Construction & Commissioning	30
V	Management of Defects Liability Period including project closure	15

The Consultant shall act as the **Project Manager/Engineer** during the project implementation for contract Lots 1, 2 and 3.

The total project consultancy period will be approximately **sixty (60)** calendar months.

### 3. Scope of Services, Tasks (Components) and Expected Deliverables

As part of the preliminary activities required for subsequent design of the power plant, steamfield, Substation, Transmission lines and associated systems, the Consultant shall endeavour to collate, gather, compile, review and ascertain all information both from within and outside sources so as to be in a position for an output design that is state of the art, modern and able to deliver optimum benefits to the Employer. The Employer will provide raw data from the drilling exercise for further analysis by the Consultant. No liability shall be placed on the Employer for omissions, commissions and failure by the Consultant to verify and ascertain the accuracy and/or appropriateness of information provided by the Employer.

Over 90% of both the production and reinjection wells have been drilled. The Employer will complete the drilling of the remaining wells in the course of executing this Contract. It should therefore be understood that the wells proposed in the Feasibility study/other reports provide an initial basis for the steamfield design. However, the Employer will be continuing with the drilling programme for the wells to be connected and the actual data shall be provided progressively as the wells are drilled. Some wells proposed in the feasibility study report may be subject to consideration by the Employer and may be changed, with alternative wells being added in new locations. The consultant shall allow in his proposal for the disruptions that may cause repetitive design work occasioned by these changes.

Further, the Employer expects that the Consultant shall review the information provided by the Employer including the wells data and available steam quantity and subsequently advice on the power plant unit sizing that will appropriately be designed and installed considering the steam flow margin. The 80MW unit size proposed by the Employer will be the minimum unit size to be considered by the consultant during concept development.

The scope of services to be undertaken by the Consultant shall include the following:-

#### 3.1. Phase I: PQ documents, Concept design, technical specifications & Bid Document Preparation for all lots (Lot 1, 2 and 3).

This is a lumpsum assignment with milestones considered on either successful completion of each of the activities listed below or on delivery of final documents as is appropriate. The Consultant may suggest other modes of categorising the activities into milestones for ease of Contract management and payment. The consultant shall further breakdown the activities into sub activities to the lowest possible level (as guided in Form Tech-5).

##### The Consultant shall:

- a) Prepare an inception report with methodology and strategic approach for performing the project assignment.
- b) Identify and survey suitable sites and routes for all project works with the Employer's assistance.
- c) Carry out on his own or through a nominated subcontractor (with approval by Employer) a full Topographical survey of the project works area and Conduct the necessary geotechnical surveys to be included in the bidding documents and also to be used in subsequent designs for Lot 1, Lot 2 and Lot 3.
- d) Prepare a concept design for the steamfield gathering system including hot and cold re-injection system.
- e) Prepare the prequalification documents for the Lot 1 contract.
- f) Prepare tender documents for Lot 1 Contract. This shall also include preparation of all detailed bills of material and price schedules ready for bidding for Lot 1 contract.
- g) Prepare conceptual design for Lots 2, the EPC contract with sufficient details to allow for the bidding process.
- h) Prepare the prequalification documents for the Lot 2 contract.
- i) Prepare tender documents for the Lot 2 contract. This shall also include preparation of all detailed bills of material and price schedules ready for bidding for Lot 2 Contract. The Tender Documents



shall be based on appropriate Standard Bidding Documents to be agreed with the Employer in conformity with Financiers guidelines and conditions.

- j) Prepare conceptual design for Lots 3 EPC contract with sufficient details to allow for the bidding process.
- k) The Consultant shall prepare and conduct a concept workshop at the Project site upon completion of the Concept Designs for the three lots (Lot 1, Lot 2 and Lot 3). The Consultant shall cater for all his costs (travel, accommodation, visa etc.) and include in its Financial proposal. The Consultant's Key Experts involved in the design shall be required to attend. The Employer shall provide the venue for the workshop.
- l) Prepare the prequalification documents for the Lot 3 contract.
- m) Prepare tender documents for the Lot 3 contract. This shall also include preparation of all detailed bills of material and price schedules ready for bidding for Lot 3 contract. The Tender Documents shall be based on appropriate Standard Bidding Documents to be agreed with the Employer in conformity with Financiers guidelines and conditions.
- n) Prepare and continuously review the Project Risk management and Project Execution plans. The Consultant shall assist the Employer in identifying risks in all phases of the project cycle and defining risk mitigation measures. The Consultant shall prepare and conduct a risk workshop at the Project site within the second quarter of commencement of the Consultancy Contract. The Consultant shall cater for his costs (travel, accommodation, visa etc.) including the expert/facilitator and include in his financial proposal. The Employer shall provide the venue for the workshop.
- o) Ensure proper knowledge transfer to the Employer's personnel assigned to the Project during execution of this phase.
- p) Prepare reports and records of meetings between the parties (weekly, monthly, and ad hoc).
  
- q) Procure and maintain a central Document Management System for managing all aspects of the project. The system shall be used by the Employer, Consultant and Contractors for automated transmittance, correspondence, issuance and submission of all project documents and information between the Parties, including information storage. The system shall only be accessed by authorized personnel and shall have automatic archiving capability. The Consultant shall propose a system to be used for the Employer's approval. The system shall be live and available throughout the project and shall only cease when the Consultant has been discharged from the project. The system shall be archived (with all information therein and in archive format) and handed over to the Employer upon completion of the project and before discharge of the Consultant.

### **3.2. Phase II: Detailed design for steam gathering system and Issue For Construction drawings (IFC)**

This is a lumpsum assignment. Milestones are based on completed detailed design for tender (60% of the cost) and Issue For construction drawings as progressively completed (40% of the cost). The Consultant shall categorize the IFC based on the program/procedure/timing of design and document master list into definite milestones e.g. wellpads, separator, cross country steam line, reinjection line etc., for ease of contract management and payment.

- a) Prepare detailed design criterias for the steamfield, pipe schedules and sizes. The consultant shall submit the respective reports for Employer's review and comments. These reports shall be accompanied with the necessary design calculations that confirm the basis of selection.
- b) Carry out detailed design for the steam gathering system, hot and cold re-injection system, electrical systems, instrumentation and control system and all associated civil and structural designs. This shall also include preparation of all detailed bills of material and price schedules ready for bidding for Lot I contract.
- c) Review the steam field development designs by taking into account the results of any new wells drilled and tested and update the Concept design where necessary.
- d) Prepare construction drawing (Issue For construction – IFC) for the entire steamfield and cold reinjection systems and issue to the contractor for construction of the works.
- e) For the wells that will not have been drilled at the time of Tender for the works, the consultant shall prepare Material Take Offs (MTO) based on the information available from the Employer.
- f) Prepare and submit As-Built Drawings for the steam field development.
- g) Develop, prepare and submit Operations and Maintenance Manuals for steamfield development systems.
- h) Ensure proper knowledge transfer to the Client's personnel assigned to the Project during execution of this phase.
- i) Prepare reports and records of meetings between the parties (weekly, monthly, and ad hoc).
- j) The Consultant shall prepare and conduct a detailed design workshop for the steamfield at the Consultant's design office prior to tender for the steamfield works. The Consultant shall incorporate the Employer's comments raised in the workshop.
- k) Arrange and submit to the Employer all the IFCs (in dwg format/drafting software format). The Consultant shall procure for the Employer and maintain throughout the project period, one (1) licence of the drafting software used in design of the steamfield.
- l) Arrange and facilitate a steamfield design training for the Employer's personnel at the Consultants design office.

### **3.3. Phase IIIa: Assistance in Pre-qualification process**

This is a lumpsum assignment with milestones considered on either successful completion of each of the activities listed below or on delivery of final documents as is appropriate. The Consultant may suggest other modes of categorising the activities into milestones for ease of Contract management and payment. The consultant shall further breakdown the activities into sub activities to the lowest possible level (as guided in Form Tech-5).

The activities below shall be conducted separately for each Lot and the Bidder shall indicate the respective costs separately.

- a) Arrange and conduct prequalification evaluation workshops at the project site. The Employer shall provide the venue. The Consultant shall cater for all his costs (travel, accommodation, visa etc.) and include in its Financial proposal.
- b) Assist the Employer in the pre-qualification process through responding to bidders' request for clarification.
- c) Assist the Employer in evaluation of the pre-qualification documents and preparation of a pre-qualification evaluation report to the Employer and Financier. This task shall be carried out jointly with the Employer's team.
- d) Assist in responding to queries from project stakeholders on the bidding and evaluation process.
- e) Ensure proper knowledge transfer to the Client's personnel assigned to the Project during execution of this phase.

#### **3.4. Phase IIIb: Assistance in the Bidding Process**

This is a lumpsum assignment with milestones considered on either successful completion of each of the activities listed below or on delivery of final documents as is appropriate. The Consultant may suggest other modes of categorising the activities into milestones for ease of Contract management and payment. The consultant shall further breakdown the activities into sub activities to the lowest possible level (as guided in Form Tech-5).

The activities below shall be conducted separately for each Lot and the Bidder shall indicate the respective costs separately.

- a) Assist the Employer on issuance of the tender documentation.
- b) Arrange and conduct the pre-bid conferences to be conducted at the project site (the venue to be provided by the Employer). The Consultant shall cater for all his costs (travel, accommodation, visa etc.) and include in its Financial proposal.
- c) Assist the Employer in responding to bidders' request for clarifications, recommending, formulating and issuance of addenda in consultation with the Employer and as may be needed.
- d) Ensure proper knowledge transfer to the Client's personnel assigned to the Project during execution of this phase.

#### **3.5. Phase IIIc: Assistance in Bid Evaluation**

This is a lumpsum assignment with milestones considered on either successful completion of each of the activities listed below or on delivery of final documents as is appropriate. The Consultant may suggest other modes of categorising the activities into milestones for ease of Contract management and payment. The consultant shall further breakdown the activities into sub activities to the lowest possible level (as guided in Form Tech-5).

The bid evaluation shall be conducted in two steps (Technical Bid evaluation and Financial Bid evaluation).

The activities below shall be conducted separately for each Lot and the Bidder shall indicate the respective costs separately.

- a) Assist the Employer to evaluate technical bids and prepare Technical bid-evaluation reports with recommendation to the Employer and Financiers for contracts award.
- b) Assist the Employer in communication to the Bidders for Financial bids opening.
- c) Arrange and conduct Technical Bid evaluation workshops at the Consultants home office.

- d) Arrange and conduct Financial Bid evaluation workshops at the Employer's office (the venue to be provided by the Employer). The Consultant shall cater for all his costs (travel, accommodation, visa etc.) and include in its Financial proposal.
- e) Assist the Employer to evaluate financial bids and prepare combined Financial/technical bid-evaluation reports with recommendation to the Employer and Financiers for contracts award.
- f) Prepare letters of award and debrief for other bidders. This task shall be carried out jointly with the Employer.
- g) Assist the Employer in Preparation of various reports as may be required by Financiers and other stakeholders during this phase.
- h) Assist in responding to queries from project stakeholders on the bidding and evaluation process.
- i) Provide support to the Employer by attending and participating in the administrative review proceedings, should any be lodged with the Public Procurement Oversight Authority (PPOA) by a dissatisfied bidder after notification of award.
- j) Ensure proper knowledge transfer to the Client's personnel assigned to the Project during execution of this phase.

### **3.6. Phase IIIId: Assistance in Contract Negotiation up to Contract Signature**

This is a lumpsum assignment with milestones considered on either successful completion of each of the activities listed below or on delivery of final documents as is appropriate. The Consultant may suggest other modes of categorising the activities into milestones for ease of Contract management and payment. The consultant shall further breakdown the activities into sub activities to the lowest possible level (as guided in Form Tech-5).

The activities below shall be conducted separately for each Lot and the Bidder shall indicate the respective costs separately.

- a) Attend and provide technical, commercial and contractual support during post tender Contract negotiations with successful bidders and prepare minutes of meetings.
- b) Prepare two (2) hard cover and bound colour copies of the Contract documents.
- c) Arrange and ensure Contract document initialization of item (b) by the Employer and the Contractor in preparation for contract signing.
- d) Prepare and compile three (3) hard cover and bound copies of the signed Contract documents for submission to the Employer.
- e) Assist the Employer in Preparation of various reports as may be required by Financiers and other stakeholders during this phase.
- f) Ensure proper knowledge transfer to the Client's personnel assigned to the Project during execution of this phase.

### **3.7. Phase IVa: Design Review**

This is a time-based assignment.

The activities below shall be conducted separately for Lot 2 and Lot 3 and the Bidder shall indicate the respective costs separately.

The Consultant shall;

- a) Review all submissions made by the works Contractors in consultation with the Employer in a timely manner and as guided by the Works contract.
- b) Review the works Contractors Master Document List to ensure completeness.
- c) Review and approve the Contractors' Implementation Programme in consultation with the Employer.
- d) Review and approve Contractors' design information, drawings, field changes, calculations, and reports for compliance with relevant specifications, Codes and Standards.
- e) Review and approve the Contractors' design documentation in compliance with the requirements of the Contract. The review procedure shall include input from the Employer. All Approved for

construction drawings shall be stamped by the Consultant prior to any Construction Works commencement.

- f) The Consultant's design review team shall collaborate with the Consultant's site personnel and the Employer in reviewing and approving site fabrication drawings and field changes.
- g) Check and approve all submissions on Quality Assurance, Quality Control plan and delivery schedule prepared by the works Contractors.
- h) Review the Contractors' detailed project control programme based on Critical Path Method (CPM) together with bar charts, S-curves and detailed reports of critical activities, percentage completion and interface points related to design of the civil, mechanical, and electrical works.
- i) Regularly review the works Contractors' design schedule to ensure timeliness.
- j) Attend together with the Employer, a Design Review Workshop at the Contractors' designer head office. The Consultant shall cater for its own costs for the workshop and include it in his financial proposal.
- k) Arrange and attend weekly update meetings with the Employer as shall be determined.
- l) Arrange and attend weekly design review meetings with the Contractors to resolve outstanding design issues.
- m) Prepare and conduct a HAZOP (Hazard and Operability) Workshop at the project site for Lot 1. The Employer will provide for the venue. The Consultant's key experts involved in the design shall attend the workshop. The Consultant shall cater for his own costs and include in his Financial proposal.
- n) Ensure the Contractor carries out a HAZOP (Hazard and Operability) Workshop at the project site for Lot 2 and Lot 3. The respective Works Contractors shall arrange for the venue. The Consultant's key experts involved in the design review for the respective lots shall attend the workshop. The Consultant shall cater for his own costs and include in his Financial proposal.
- o) Ensure proper knowledge transfer to the Employer's personnel assigned to the Project during execution of this phase.
- p) Review Factory Acceptance Test (FAT) procedures submitted by the Contractors.
- q) Inspect and witness, together with the Employer, factory acceptance testing of the key equipment during manufacture and prepare necessary FAT reports. The Consultant shall cater for his own costs and include in his financial proposal. The key equipment to be considered for FAT shall include but not limited to the following in the table below;

Table 4: Proposed FATs

Lot	Expected FATs
Lot 1	Pressure vessels, valves, DCS system, transformers, switchgear etc.
Lot 2	Turbine, Turbine auxiliaries, Generator, Main Transformer, auxiliary transformer, structural steel, DCS system, Electrical low voltage and medium voltage switchgears, pumps, valves, protection and control cabinets, motors, EDG, pressure vessels etc.
Lot 3	Circuit breakers, isolators, Current Transformers (CTs) and Voltage Transformers (VTs), protection and control cabinets etc

- r) Prepare reports and records of meetings (weekly, monthly and ad hoc).

### 3.8. Phase IVb: Supervision of Construction & Commissioning

This is a time-based assignment.

The activities below shall be undertaken for all the Lots based on the construction schedules for the Works contracts.

The Consultant shall;

- a) Arrange and conduct the kick-off meeting for the works Contracts at the Employer's offices.
- b) Review and approve the Contractors' detailed project schedule in line with the Contract execution period.
- c) Continuously review and update the Project Risk management and Project Execution plans.
- d) Coordinate work on activities to be undertaken by KenGen including approval of all engineering and design related construction. This includes review of Site fabrication drawings and related field changes for all Contract Lots.
- e) Review and approve Contractor's site fabrication drawings for all Lots, facilitate site discussions with Contractors on the IFC drawings as submitted and make appropriate changes where necessary to suit site construction.
- f) Assist, support, co-ordinate, supervise, make decisions and issue instructions for all engineering and design related to the construction activities to ensure compliance to required specifications, quality assurance and safety of the project.
- g) Supervise site construction, installation, testing and commissioning of the works.
- h) Review and approve the Contractors' commissioning procedures and oversee all commissioning activities in consultation with the Employer.
- i) Review and approve the Contractors' performance and commissioning reports.
- j) Participation in all the performance testing for equipment at site.
- k) Review and approve in liaison with the Employer, the Contractors' change proposals for compliance with various contracts specifications and requirements.
- l) Review, coordinate, plan and manage the interfaces between the contracts Lots for proper alignment and to meet scheduled interface milestones and contract completion dates.
- m) the Consultant site staff shall undertake site design reviews on approved construction drawings and make necessary field changes to suit site construction conditions for all the Contracts
- n) provide suitably qualified locally sourced site staff to act as Inspectors for each discipline and to support the Key experts in supervision of works for compliance to Standards, good workmanship, performance and conformance to design and Employer's Requirements, including record keeping as highlighted in the table below;

Table 5: Site Inspectors

Lot	Discipline	No. of Inspectors
Lot 1	Mechanical	1
	Electrical & Instrumentation	1
	Civil & Structural	1
Lot 2	Mechanical	1
	Electrical & Instrumentation	1
	Civil & Structural	1
Lot 3	Electrical & Instrumentation	1
	Civil & Structural	1
All Lots	ESHS	1
All Lots	Quantity Surveyor	1

- o) shall develop, implement and periodically update an Environmental and Social Management System in line with the Environmental and Social Covenant.
- p) Review and monitor the Contractor's Environmental Social Health and Safety (ESHS) management plan.
- q) Review and monitor the Contractor's compliance to Occupational Health and Safety Act (OSHA) requirements.
- r) undertake energy efficiency studies and audits in line with Statutory Requirements and submit all necessary reports to the Employer as required. Examine and approve the contractor's energy efficiency strategy including proposed specifications, codes and standards to ensure it conforms to best engineering practice.
- s) Issue instructions to the Contractors. For instructions that are likely to increase the cost or delay completion of works, the Consultant shall seek prior approval from the Employer.
- t) Monitor the progress of the project and update implementation schedules thereof. Update costs, project cash flow requirements and prepare reports to the Employer at regular intervals in agreed formats (monthly, quarterly and annual or other regular reports) as required by the Employer, Financiers and other stakeholders.
- u) Hold regular meetings (weekly, monthly and ad hoc) with the Employer and Contractors to review the implementation progress. Prepare and distribute minutes of such meetings.
- v) Upon evidence of possible or impeding negative impact on project schedule, cost, integrity, quality and progress, inform and propose remedial measures to the Employer as necessary. The Consultant shall promptly notify the Contractors on these negative impacts as guided by the works Contract and ensure that the agreed mitigation measures are implemented by the Contractors.
- w) Identify opportunities for contractor's claims against the Employer and take immediate remedial action to forestall such claims. Promptly notify the Employer.
- x) Offer support to the Employer in resolution of disputes related to the project. The Consultant shall provide technical, commercial and any Contractual support to the Employer in the event disputes are referred to the Dispute Board/Arbitration. This shall include preparation of necessary submissions to the Dispute Board/Arbitration, presentations, defense and representation as will be required.
- y) Receive and verify Contractors' payment applications, undertake work valuations, receive and verify Contractors' invoices, certify and issue certificates for payment according to the conditions of the contract for works, and advising the Employer when payments are due.

- z) Prepare scope change orders/variational proposals in liaison with the Employer and process them in accordance with the provisions of the contract.
- aa) At completion of the works, issue Takeover Certificates for all the three Lots.
- bb) Review Contractors' change orders/variational proposals in liaison with the Employer, and process them where necessary in accordance with the provisions of the contract.
- cc) Review Contractual claims in accordance with the works contracts and make decisions and determinations in liaison with the Employer.
- dd) Prepare, review and deliver to the Employer, the Lot 1 As-built drawings and O & M manuals. Provide two (2) digital copies (hard drive) and four (4) hard cover bound copies of the As- Built and two (2) digital copies (hard drive) and four (4) hard cover bound copies O & M manuals to the Employer.
- ee) Review and arrange for delivery to the Employer the Lot 2 and Lot 3 As-built drawings and O & M manuals. Ensure that each Contractor (Lot 2 and Lot 3) Provide two (2) digital copies (hard drive) and four (4) hard cover bound copies of the As-built drawings and two (2) digital copies (hard drive) and four (4) hard cover bound copies of O & M manuals to the Employer.
- ff) Provide KenGen with relevant technical and financial reports, which may be required from time to time.
- gg) Assess and advice on the adequacy of spares and consumables provided by the Contractors to support the project operation of the steam fields, the power plants, the substations and the transmission systems.  
  
Assess and advice the adequacy of training and training materials proposed by the Contractors to enable the operations and maintenance staff to take over and safely operate the Steam-fields, Power plants, substation and HV transmission line. Ensure relevant and adequate operation and maintenance training programs for the Employer's staff are carried out.
- hh) Arrange for orderly and timely transfer of all intellectual property accruing from the project to the Employer who remain the owner of the same and retain the right to use it at will without further reference to any party except where specifically agreed. This will include design data, calculations and reports; drawings and their basis; etc.
- ii) Coordinate and ensure smooth and formal takeover of the project by the Operations and Maintenance staff.
- jj) Ensure proper knowledge transfer to the Employer's personnel assigned to the Project during execution of this phase.
- kk) Assist the Employer in Preparation of various reports as may be required by stakeholders during all phases of the Project.

The Consultant shall ensure availability of the Back-Up services throughout this phase and the payment provided within the backup services line item. No additional cost shall be provided for backup services outside the line item provided within the Financial Proposal.



### **3.9. Phase V: Management of Defects Liability Period including project closure**

This is a time-based assignment.

The activities below shall be undertaken for all the Lots based on the construction schedules for the Works contracts.

- a) Supervision of the works during the Defects Liability/Notification Periods for Lot 1, Lot 2 and Lot 3 works contracts to ensure all the snag list items and identified defects are resolved and closed.
- b) At completion of the project, issue completion Certificates for all the three Lots.
- c) Put in place tools for capturing defects during the defects liability period and communicating the same to the contractor for action.
- d) Ensure that all defects are addressed to the satisfaction of the Employer as per the contracts. The Consultant shall develop, maintain and continuously update a defects register throughout the DLP/DNP period
- e) Supervise and manage any additional work related to the Contract that may arise during the DLP/DNP.
- f) Ensure proper knowledge transfer to the Employer's personnel assigned to the Project during execution of this phase.
- g) Handover to the Employer of the archived Document Management System (in archive format) upon completion of the project and before discharge of the Consultant. In addition to this, the Consultant shall handover to the Employer all project information contained in the Document Management System in a hard drive.
- h) Prepare and submit the project closure report and any other reports as may be required by stakeholders.

The Consultant shall ensure availability of the Back-Up services throughout this phase and the payment provided within the backup services line item. No additional cost shall be provided for backup services outside the line item provided within the Financial Proposal.

### 3.10. Summary of Trainings

This is a lump-sum assignment with milestones considered on successful completion of the activities listed below. This phase will be undertaken concurrently with all the other phases.

Table 6: Summary of Trainings

No.	Training	Phase	Number of Employer's Personnel	Location	Duration (Weeks)
1.	Steamfield Design	II	10	Consultant's Designer/home office	4
2.	Electrical Design		5	Consultant's Designer/home office	3
3.	Structural design	II	5	Consultant's Designer/home office	3
4.	Contract Management	V	5	Consultant's Home office	3
5.	Claims- Time Impact analysis	V	10	Consultant's Home office	2

The Consultant shall propose the training syllabus and materials for Employer's approval. The proposed trainings shall include, but not be limited to the following topics:

#### **Steamfield Design (Process & Mechanical) Training**

- Process, Mechanical, Electrical and Structural design fundamentals and practices
- Design standards and codes
- Design lifecycle
- Sizing calculations
- System layouts
- Pipe routing
- Chemistry and properties of Geothermal fluid
- Modeling of geothermal fluid and heat flows – Develop actual Fluid Flow Model for Olkaria VII Plant
- Measurement of geothermal
- Design optimization for economy, safety, constructability and operability
- Hazard and Operability (HAZOP) studies
- Symbols and drawing techniques using design software
- Mechanical and internal stress and flexibility analysis
- Isometric and Material Take-Off

#### **Steamfield Electrical Design Training**

- Electrical protection schemes for Steamfield system
- Cable sizing and Termination
- Transformer sizing and Maintenance
- PLC & SCADA for Steamfield Control
- Switchgear Sizing and Installation
- Electrical switching and Safety

#### **Civil & Structural Design Training**

- Civil Engineering features of Geothermal power plants and steamfield designs
- Detailed description of Technical considerations for geothermal power plant and steamfield designs

- Design standards and codes
- Structural analysis and modelling using appropriate softwares

**Contract Management Training**

- Contract management
- Project planning and programming
- Claims management
- Time Impact analysis
- Delay and Quantum claim analysis
- Prolongation
- Dispute resolution

The Consultant shall also submit qualifications/CVs for the respective trainers for Employer's approval. The qualification of the trainer shall include but not be limited to the following;

- i. University Degree in relevant field.
- ii. Total relevant professional experience of at least 10 years in the relevant field.
- iii. At least 5 years' experience as a Trainer in the specific areas for the proposed training.
- iv. Fluency in English (oral and written).

The Consultant shall cater for the expenses of the Employer's personnel and include in its financial proposal. This shall include overseas travel expenses (economy class Air return ticket, travel insurance, hotel accommodation, local transportation, stationary, daily miscellaneous expenses estimated at 150 EUR/day per person and meals) for the period of the training.

### 3.1.1. Summary of Workshops

Table 7: Summary of the Workshops

No	Workshop	Phase	Lot	Number of Employer Personnel	Location	Duration
1.	Risk Assessment	I	Combined	30	Project Site	3 days
2.	Concept Design	I	Combined	30	Project Site	2 weeks
3.	Prequalification Evaluation	IIIa	Lot 1	10	Project Site	1 week
			Lot 2	10		1 week
			Lot 3	10		1 week
4.	Pre-Bid Workshops	IIIb	Lot 1	10	Project Site	2 days
			Lot 2	10		2 days
			Lot 3	10		2 days
5.	Bid Evaluation (Technical)	IIIc	Lot 1	10	Consultant's home office	2 weeks
			Lot 2	10	Consultant's home office	2 weeks
			Lot 3	10	Consultant's home office	2 weeks
6.	Bid Evaluation (Financial)	IIIc	Lot 1	10	Project Site	1 week
			Lot 2	10	Project Site	1 week
			Lot 3	10	Project Site	1 week
7.	Detailed Design	IVa	Lot 1	20	Consultant's Designer/home office	2 weeks
			Design Review	IVa		
				Lot 3	15	Contractor's home country
8.	HAZOP	IVa	Lot 1	30	Project Site	1 week
			Lot 2	30	Project Site	1 week
			Lot 3	20	Project Site	1 week

For workshops that shall be held at the Project Site and Contractor's Home Country, the Consultant shall cater for his expenses and include in his financial proposal. This shall include but not limited to travel, full board accommodation, visa and vaccination, local transportation.

For workshops that shall be held at the Consultant's office (home and designer), the Consultant shall cater for the expenses of the Employer's personnel and include in its financial proposal. This shall include overseas travel expenses (economy class Air return ticket, travel insurance, hotel accommodation, local transportation, stationary, daily miscellaneous expenses estimated at 150 EUR/day per person and meals) for the period of the workshop.

#### 4. Team Composition & Qualification Requirements for the Key Experts

For references to specific Projects, the CV to clearly indicate the Project name/details and contact persons/references. The Employer may conduct due diligence during evaluation on provided references.

##### I. Project Manager (All phases)

###### General Qualifications

- i. Engineering University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

###### General Professional Experience.

- iv. Total professional experience of at least 15 years
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).
- vii. Good communicator

###### Specific Relevant Professional Experience.

- viii. At least 10 years experience as a project manager in Geothermal power projects including power plant, steam field, HV substation and transmission lines management, design and supervision, within which the staff has undertaken assignments as project lead in the scope of works in all phases of the project of similar nature and complexity.
- ix. Experience as a team lead in Preparation and administration of FIDIC Contracts and other multilaterally financed Standard Contract documents for Power Projects of similar nature and complexity.

#### A. Home Office

##### Phase I, II, III and IVa

##### 2. Mechanical

###### a. Mechanical Design Lead

###### General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

###### General Professional Experience.

- iv. Total professional experience of at least 15 years
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).

###### Specific Relevant Professional Experience.

- vii. At least 10 years experience in Geothermal power projects including steam field design and Power Plant Design within which the staff has undertaken assignments as mechanical lead in

the scope of works in phase I, II, III and IVa of TOR for works of similar nature and complexity.

**b. Mechanical experts/specialists**

General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

General Professional Experience.

- iv. Total professional experience of at least 10 years
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).

Specific Relevant Professional Experience.

- vii. At least 5 years experience in Geothermal power projects including steam field and Power Plant design, within which the staff has undertaken assignments as mechanical expert/specialist in the scope of works in phase I, II, III and IVa of TOR for works of similar nature and complexity.

**3. Process**

**a. Process Design Lead**

General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

General Professional Experience.

- iv. Total professional experience of at least 15 years
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).

Specific Relevant Professional Experience.

- vii. At least 10 years experience in Geothermal power projects including steam field & Power Plant design, within which the staff has undertaken assignments as process design lead in the scope of works in phase I, II, III and IVa of TOR for works of similar nature and complexity.

**b. Process experts/specialists**

General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

General Professional Experience.

- iv. Total professional experience of at least 10 years
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).

Specific Relevant Professional Experience.

- vii. At least 5 years experience in Geothermal power projects including steamfield & Power Plant design within which the staff has undertaken assignments as process design expert/specialist in the scope of works in phase I, II, III and IVa of TOR for works of similar nature and complexity.

**4. Electrical****a. Electrical Design Lead**General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

General Professional Experience.

- iv. Total professional experience of at least 15 years
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).

Specific Relevant Professional Experience.

- vii. At least 10 years experience in Electrical power systems protection, Geothermal power projects including substations and transmission lines within which the staff has undertaken assignments as Electrical power system protection and control design lead in the scope of works in phase I, II, III and IVa of TOR for works of similar nature and complexity.

**b. Electrical Experts/specialists**General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

General Professional Experience.

- iv. Total professional experience of at least 10 years
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).

Specific Relevant Professional Experience.



- vii. At least 5 years experience in Geothermal power projects including substations and transmission lines within which the staff has undertaken assignments as Electrical power system protection and control design expert/specialist in the scope of works in phase I, II, III and IVa of TOR for works of similar nature and complexity.

## 5. Control and Instrumentation

### a. Control & Instrumentation Design lead

#### General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

#### General Professional Experience.

- iv. Total professional experience of at least 15 years
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).

#### Specific Relevant Professional Experience.

- vii. At least 10 years experience in Geothermal power projects including Control and Instrumentation design in steamfield, power plants, substations and transmission lines, within which the staff has taken assignments as Control & Instrumentation design lead in the scope of works in phase I, II, III and IVa of TOR for works of similar nature and complexity.

### b. Control & Instrumentation experts/specialists

#### General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

#### General Professional Experience.

- iv. Total professional experience of at least 10 years
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).

#### Specific Relevant Professional Experience.

- vii. At least 5 years experience in Geothermal power projects including Control and Instrumentation design, testing and installation in steamfield, power plants, substations and transmission lines within which the staff has undertaken assignments as Control and instrumentation design expert/specialist in the scope of works in phase I, II, III and IVa of TOR for works of similar nature and complexity.

## 6. Civil and Structural

### a. Civil and Structural Design lead

#### General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country

- iii. Specialized training relevant to the services to be offered.

General Professional Experience.

- iv. Total professional experience of at least 15 years
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).

Specific Relevant Professional Experience.

- vii. At least 10 years experience in power projects including design of civil and structural foundations for power project facilities including substations and transmission lines within which the staff has undertaken assignments as civil & structural design lead in the scope of works in phase I, II, III and IVa of TOR for works of similar nature and complexity.

**b. Civil & Structural experts/specialists**

General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

General Professional Experience.

- iv. Total professional experience of at least 10 years
- v. Adequacy of the professional experience to the proposed role

Specific Relevant Professional Experience.

- vi. At least 5 years experience in power plant projects including design of civil and structural foundations for power project facilities including substations and transmission lines within which the staff has undertaken assignments as civil & structural design expert/specialist in the scope of works in phase I, II, III and IVa of TOR for works of similar nature and complexity.

**7. Contract/commercial Lead**

General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional Engineer with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

General Professional Experience.

- iv. Total professional experience of at least 15 years in preparation and administration of power project contracts.
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).

Specific Relevant Professional Experience.

- vii. At least 10 years experience as team lead in preparation and administration of FIDIC, MDB (Multilateral Development Bank) and other multilateral financing power project contracts with experience on similar projects in developing countries

## Quality Assurance and Quality Control expert

### General Qualifications

- i. University Degree in relevant field
- ii. A registered Professional with a professional body in home country
- iii. Specialized training relevant to the services to be offered.

### General Professional Experience.

- iv. Total professional experience of at least 10 years in identification and management of risk and quality assurance for power projects.
- v. Adequacy of the professional experience to the proposed role
- vi. Fluency in English (oral and written).

## B. Site Office

### Phase IVa and V

#### 8. Site Project Manager/Engineer to the Contract

##### General Qualifications

- i. University Degree in relevant field
- ii. Be a registered Professional Engineer in home country and meet registration requirements by Engineers Board of Kenya (for foreign Key Expert).
- iii. Specialized training relevant to the services to be offered.

##### General Professional Experience.

- iv. Total professional experience of at least 15 years
- v. Adequacy of the professional experience to the proposed role
- vi. Proven leadership, managing teams on large, complex, and multidisciplinary Project sites.
- vii. Good communicator, able to make independent decisions and effectively manage varying stakeholder interests within a complex Project environment.
- viii. Fluency in English (oral and written).

##### Specific Professional Experience and Skills

- ix. At least 10 years experience in site supervision and construction of Geothermal power projects including substations and transmission lines, within which the staff has undertaken assignments as site project manager/Engineer to the contract in the scope of works in phase IV and V of TOR for works of similar nature and complexity.
- x. Experience as team lead in preparation and administration of FIDIC contracts and other multilaterally financed Power Projects of similar nature and complexity.
- xi. Demonstrated experience in making Contractual determinations & Decisions as the Engineer to the Contract.
- xii. Demonstrated experience in management and resolution of Contractual claims.
- xiii. Demonstrated experience in Dispute Boards and Arbitration proceedings.
- xiv. Candidates with experience in Design of Geothermal system will have an added advantage.

## 9. Lead Steamfield /Steamfield Commissioning Engineer

### Qualification and Skills

- i. University Degree in relevant field
- ii. Be a registered Professional Engineer in home country and meet registration requirements by Engineers Board of Kenya (for foreign Key Expert).
- iii. Specialized training relevant to the services to be offered.

### General Professional Experience and Skills

- iv. Total professional experience of at least 15 years
- v. Adequacy of the professional experience to the proposed role
- vi. Good communicator, with demonstrated ability for managing large and multidisciplinary teams on works of similar nature and complexity. Demonstrated ability to make independent decisions and able to deal with varying stakeholders within a complex Project Environment.
- vii. Fluency in English (oral and written).

### Specific Professional Experience and Skills

- viii. At least 10 years experience in site supervision, construction, and management of a design build and EPC contracts for a geothermal steamfield development project, within which the staff has undertaken assignments as site steamfield team lead in the scope of works in phase IVb and V of TOR for works of similar nature and complexity.
- ix. Demonstrated experience in designing of steam gathering systems with practical hands-on experience on the industry applicable codes and relevant design software/s.
- x. Demonstrated experience as commissioning Engineer on Geothermal Aboveground Steamfield Systems.

## 10. Power Plant Lead/Commissioning Engineer

### Qualification and Skills

- i. University Degree in relevant field
- ii. Be a registered Professional Engineer in home country and meet registration requirements by Engineers Board of Kenya (for foreign Key Expert).
- iii. Specialized training relevant to the services to be offered.

### General Professional Experience and Skills

- i. Total professional experience of at least 15 years
- ii. Adequacy of the professional experience to the proposed role
- iii. Good communicator, with demonstrated ability for managing large and multidisciplinary teams on works of similar nature and complexity. Demonstrated ability to make independent decisions and able to deal with varying stakeholders within a complex Project Environment.
- iv. Fluency in English (oral and written).

### Specific Professional Experience and Skills

- v. At least 10 years experience in site supervision, construction, and management of a geothermal Power development project, within which the staff has undertaken assignments as site Mechanical/Power Plant team lead in the scope of works in phase IVb and V of TOR for works of similar nature and complexity.

- vi. Demonstrated experience in Designing of Geothermal Power plant systems with practical hands-on experience on the industry applicable codes and relevant design software/s.
- vii. Demonstrated experience as commissioning Engineer on Geothermal Power Plants.

## **II. Electrical**

### **a. Electrical, Control & Instrumentation lead**

#### Qualification and Skills

- i. University Degree in relevant field
- ii. Be a registered Professional Engineer in home country and meet registration requirements by Engineers Board of Kenya (for foreign Key Expert).
- iii. Specialized training relevant to the services to be offered.

#### General Professional Experience and Skills

- iv. Total professional experience of at least 15 years
- v. Adequacy of the professional experience to the proposed role
- vi. Good communicator, with demonstrated ability for managing large and multidisciplinary teams on works of similar nature and complexity. Demonstrated ability to make independent decisions and able to deal with varying stakeholders within a complex Project Environment.
- vii. Fluency in English (oral and written).

#### Specific Professional Experience and Skills

- viii. At least 10 years' experience in Electrical power systems protection and control systems including supervision of construction of Power Plant Electrical & Control systems, Steamfield Electrical & Control Systems, HV substations and transmission lines within which the staff has undertaken assignments as site Lead on Electrical power system protection and control for scope of works in phase IVb and V of TOR for works of similar nature and complexity.
- ix. Demonstrated experience in commissioning Electrical and Control systems on Power Plant Project.

### **b. HV Substation and Transmission Line Lead (Substation commissioning Engineer)**

#### Qualification and Skills

- i. University Degree in relevant field
- ii. Be a registered Professional Engineer with the Engineers Board of Kenya.
- iii. Specialized training relevant to the services to be offered.

#### General Professional Experience and Skills

- i. Total professional experience of at least 10 years
- ii. Adequacy of the professional experience to the proposed role
- iii. Good communicator, with demonstrated ability for managing large and multidisciplinary teams on works of similar nature and complexity. Demonstrated ability to make independent decisions and able to deal with varying stakeholders (i.e. Kenya Power & KETRACO etc.) within a complex Project Environment.
- iv. Fluency in English (oral and written).

#### Specific Professional Experience and Skills

- v. At least 8 years experience in site supervision of substation & Transmission Line construction within which the staff has undertaken assignments in HV substation construction, HV switchgear installations and site tests, with protection skills and control systems for HV substation in the scope of works in phase IVb and V of TOR for works of similar nature and complexity.
- vi. Demonstrated experience in commissioning of Substations and Transmission lines.

## 12. Civil and Structural Lead

### Qualification and Skills

- i. University Degree in relevant field
- ii. Be a registered Professional Engineer in home country and meet registration requirements by Engineers Board of Kenya (for foreign Key Expert).
- iii. Specialized training relevant to the services to be offered.

### General Professional Experience and Skills

- iv. Total professional experience of at least 15 years
- v. Adequacy of the professional experience to the proposed role
- vi. Good communicator, with demonstrated ability for managing large and multidisciplinary teams on works of similar nature and complexity. Demonstrated ability to make independent decisions and able to deal with varying stakeholders within a complex Project Environment.
- vii. Fluency in English (oral and written).

### Specific Professional Experience and Skills

- viii. At least 10 years' experience in power plant projects including design of Civil and Structural foundations for power plant facilities, including substations and transmission lines, within which the staff has undertaken assignments as site civil & structural team lead in the scope of works in phase IVb and V of TOR for works of similar nature and complexity.

## 13. Contract/Commercial Lead

### Qualification and Skills

- i. University Degree in relevant field
- ii. Be a registered Professional with relevant professional body.
- iii. Specialized training relevant to the services to be offered.

### General Professional Experience and Skills

- iv. Total professional experience of at least 15 years
- v. Adequacy of the professional experience to the proposed role
- vi. Good communicator
- vii. Fluency in English (oral and written).

### Specific Professional Experience and Skills

- viii. At least 10 years' experience as a Contract/commercial expert on design-build (PC) and EPC contracts.
- ix. Experience as Contract/commercial expert in preparation and administration of FIDIC contracts and other multilaterally financed Projects of similar nature and complexity.
- x. Demonstrated experience in Contractual resolutions and communications (both written and physical engagements), making Contractual determinations & Decisions as the Commercial/Contractual expert to the Contract/s.
- xi. Demonstrated experience in management and resolution of Contractual claims.

- xii. Demonstrated experience in management of Disputes (Dispute Boards and Arbitration).
- xiii. Demonstrated experience in work measurements and management of multi-Contractors' payments for infrastructure projects of similar nature and complexity.
- xiv. Demonstrated experience in scheduling, planning and interpretation of construction activities.

#### **14. Environment, Social, Health and Safety (ESHS)**

##### Qualification and Skills

- i. University Degree in relevant field
- ii. Registered Professional with relevant Professional body.
- iii. Specialized training relevant to the services to be offered.

##### General Professional Experience and Skills

- iv. Total professional experience of at least 12 years
- v. Adequacy of the professional experience to the proposed role
- vi. Good communicator
- vii. Proven leadership, managing ESHS on complex, and multidisciplinary Project sites. Able to effectively manage varying stakeholder interests including neighboring/local communities within a complex Project environment.
- viii. Fluency in English (oral and written).

##### Specific Professional Experience and Skills

- ix. At least 10 years' experience as ESHS expert in power projects within which the staff has undertaken assignments as site ESHS team lead in the area of expertise for the respective scope of works in phase IVb and V of TOR for works of similar nature and complexity.
- x. Experience in planning, implementing, and monitoring of environmental and social safeguards in line with international standards (e.g. World Bank Environmental and social Framework, IFC Performance Standards) for projects of similar nature and complexity.
- xi. Demonstrated experience in managing and resolving volatile community related project issues.

#### **15. Site Inspectors (Local)- Civil, Mechanical, Electrical, Control & Instrumentation, Quantity Surveyor and ESHS. (The Bidder shall quote for this item under FIN-4 Reimbursables).**

- i. University Degree in relevant field
- ii. Total professional experience of at least 5 years
- iii. At least 3 years experience in projects within which the staff has undertaken assignments in the area of expertise for the respective scope of works in phase IVb & V of TOR.

#### **C. Back-Up Services**

The Employer envisages that all the services offered by the Consultant's Site staff shall be back stopped/supported from the Home Office. This backstopping shall also include internal meetings between the Consultant Site and Home office. The Consultant shall quote for these services as a percentage of the total site remuneration in his Financial Proposal (FIN-3 Form H and FIN-3 Form I). Actual Payment shall be based on the declared percentage of the invoiced remuneration for site services. It will be understood that no additional cost shall be allowed throughout the Contract period for Home Office Support to the Consultant's Site personnel above the declared rate, whatsoever the level/magnitude of support encountered/delivered.

## 5. Reporting Requirements and Time Schedule for Deliverables

The Consultant shall prepare and submit to the Employer the following documents and reports through the Document Management System and one (1) hard copy:

- i) Inception Report to be submitted within one (1) month after the commencement of the Consultancy Contract.
- ii) Monthly Progress Reports to be prepared in a format to be agreed with the lending institutions and Employer and also availed in soft copy and one (1) hard copy.
- iii) Prepare and maintain a Combined plan of works schedule (in Ms project or other equivalent software) for all the contracts based on critical activities and interfaces. (hard copy and soft copy). The Consultant shall prepare and submit the first of this schedule before going to tender for the works contracts. The consultant shall update and submit the second (first revision) of this schedule upon completion of the tendering process and before commencement of the works contract. The consultant shall update and submit the third (second revision) of this schedule upon effectivity of all the works contracts and approval of the respective baseline schedules for all the Lots. Subsequently, the Consultant shall continuously update the schedule to reflect the actual performance of the works.
- iv) Geotechnical, Topographical Reports including raw data in the respective suitable softwares.
- v) Engineering Design reports that shall include but not limited to Design criteria, concept design and drawings.
- vi) Bid Evaluation Reports.
- vii) Minutes of meeting for all weekly, monthly, and ad hoc project meetings.
- viii) Monthly Report (plus 2 in hard copy) to be prepared in a format to be agreed with the employer.
- ix) Quarterly Reports (plus 2 in hard copy)
- x) Project Completion Report (plus 2 in hard copy)
- xi) Any other report that shall be deemed necessary or as requested by other Stakeholders.



## **6. Employer's Input and Counterpart Personnel**

### **6.1. Services, facilities and property to be made available to the Consultant by the Employer:**

The following office facilities will be provided near the Project Site;

- (i) Four furnished container offices.
- (ii) One container with a fixed shelving unit for document storage.

The Consultant shall be responsible for maintenance of these facilities including security and cleanliness in and around the facilities occupied by his staff and the entire office compound.

In addition, the Consultant is made aware that the Contractor and the Employer is not obliged to provide any recreational facilities at the Olkaria Site for his own personnel. In the event that no such facilities are provided, or should the Contractor choose not to allow the Consultant to make use of his facilities, the Consultant will need to make his own arrangements in this regard.

### **6.2. Professional and support counterpart personnel to be assigned by the Employer to the Consultant's team**

The Consultant shall engage, via a hiring methodology to be provided by the Employer, batches of five (5) No. Engineering Interns to be trained on a yearly basis for the three year estimated construction period. The Interns will be hired in Civil, Mechanical, Process, Electrical/Controls & Instrumentation disciplines.

The Consultant shall implement a hands on one year training program at site/on the project with quarterly reporting on the training progress. At the lapse of one year, the batch of trained Engineering Interns will be discharged a new batch engaged for similar training. It is envisaged that three batches of Five (5) Engineering Interns will be trained within the project period (Total Fifteen (15) Engineering Interns).

The Consultant will cause Contractors to undertake a similar training program for both Engineering and technician interns within the works Contract.

## **7. Improvement to the TOR**

Bidders may propose or offer suggestions for improvement of Terms of Reference, which he considers would result in better implementation of the project. Such proposals if accepted will form part of the Terms of Reference of the Consultant's scope of services and the effect on time and cost shall be clearly identified and will be considered during negotiations. Bidders who propose improvements that are likely to have a positive impact to the project on effectivity of time and cost may be considered positively during evaluation on the work methodology

# **PART C – CONTRACT FORM**

## **Section VIII. Contract for Consulting Services**

Between the Employer and successful Consultant a Contract will be signed as per the attached Model Contract for Consulting Services.

## **CONSULTING CONTRACT**

**Date....**

**between**

**KENYA ELECTRICITY GENERATING COMPANY PLC  
“Employer”**

**and**

**[Name of Consultant]  
“Consultant”**

**Project**

**“ CONSULTANCY SERVICES FOR OLKARIA VII GEOTHERMAL  
POWER PROJECT  
”**

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### **Preamble**

The Employer requests consulting services to be rendered for the Project (as defined below) as designated in the Special Conditions (as defined below). The Consultant has submitted a technical and a financial bid for the Services (as defined below) which has been accepted by the Employer. Therefore, the Parties agree as follows:

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## SECTION I

### General Conditions

## 1 General Provisions

### 1.1 DEFINITIONS

**Words and expressions used in this Consulting Contract (as defined below) shall have the following meaning, unless the context requires otherwise.**

**“Agreed Remuneration”** means the remuneration agreed pursuant to Paragraph 5 [*Remuneration*].

**“Commencement Date”** has the meaning given to such term in the Special Conditions.

**“Completion Period”** means the period for the completion of the Services as set out in the Special Conditions.

**“Consulting Contract”** means this contract for consulting services, including its Preamble and its Annexes<sup>47,48</sup>

**“Contract Period”** has the meaning given to such term in the Special Conditions.

**“Contract Value”** has the meaning given to such term in the Special Conditions.

**“Country”** has the meaning given to such term in the Special Conditions.

**“Day”** has the meaning of one calendar day.

**“Effective Date”** has the meaning given to such term in the Special Conditions.

**Force Majeure”** means an exceptional event or circumstance:

- (a) which is beyond a Party’s control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party

Force Majeure may include, but is not limited to, exceptional events or

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<sup>47</sup> If one or several of the Annexes should not be necessary in the actual Contract, to preserve the integrity of the references please retain the numbering of the Annexes and insert the words “not applicable” in the relevant Annexes.

<sup>48</sup> In case there are Minutes of Negotiations pursuant to the Special Conditions between the Parties these Minutes of Negotiations could be attached as an Annex. But in the interests of clear contractual stipulations, instead of including copious minutes of negotiations it is preferable to incorporate the agreed changes directly into the Special Conditions.

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circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,

(ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,

(iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,

(iv) munitions of war, explosive materials, ionising radiation or contamination by radio—activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and

(v) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity, epidemics, and plague.

Force Majeure shall not include (i) any event which is caused by the negligence or wilful action of a Party or such Party's experts, sub-contractors or their respective directors, agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Consulting Contract and avoid or overcome in the carrying out of its obligations hereunder. Furthermore, Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**“Foreign Currency”** means any currency other than the Local Currency.

**“Foreign Staff”** means the staff who do not hold the citizenship of the Country.

**“Funding Agreement”** means the *[loan agreement / financing agreement]* entered into between EIB and *[the Employer]* to wholly or partly finances the Services.

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

**“Local Currency”** has the meaning given to such term in the Special Conditions.

**“Notice”** means a notification communicated to one party by the other party.

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**“Other Costs”** means the additional costs of the Consultant to the extent agreed in the Special Conditions.

**“Parties”** means the Employer and the Consultant.

**“Remuneration for Personnel”** means compensation for time actually spent by such personnel in the performance of the services including time for necessary travel at the rates referred to.

**“Reimbursables”** means expenses incurred in performance of the services at the rates referred to.

**“Services”** means the contractual services described in **Annex 3** [*Terms of Reference plus Tender Documents*], **Annex 9** [*The Consultant’s Bid*] and Paragraph 3.1 [*Scope of Services*], including without limitation any optional services (if any) as well as the standard and special services defined in Paragraph 3.2 [*Standard and Special Services*].

**“Special Conditions”** means the terms and conditions set out under the header “Part II: Special Conditions” of this Consulting Contract.

**“Standards”** means the metric system, European EN standards, or internationally recognised standards that are at least equivalent to those published by ISO or IEC.

**“Third party”** means any other natural and legal person, according to the context.

**“Written”** or **“in writing”** means written by hand or typed by machine, and produced in a printed or electronic form, the result being a non-editable permanent record.

**“Year”** means 365 days.



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**1.2  
INTERPRETATION**

Unless a contrary indication appears, in this Consulting Contract:

- 1.2.1 Section, clause, annex and schedule headings are for ease of reference only.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 References to a "**Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Consulting Contract.
- 1.2.4 References to a "**director**" include any statutory legal representative(s) of a person pursuant to the laws of its jurisdiction of incorporation.
- 1.2.5 References to this "**Consulting Contract**" or any other agreement or instrument are references to this Consulting Contract or other agreement or instrument as amended, novated, supplemented, extended or restated.
- 1.2.6 References to a "person" shall include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality).
- 1.2.7 References to euro, EUR or € are references to the lawful currency of the participating states of the European Monetary Union. References to US dollars, USD or US\$ are references to the legal currency of the United States of America.

**1.3  
RANKING AND  
ORDER**

- 1.3.1 For the Implementation of this Contract, the parts of the Contract listed below shall take precedence in the order shown below and the Annexes shall take precedence in the order in which they are numbered:
  - i) The Contract agreement
  - ii) The Special conditions, without Annexes
  - iii) The General Conditions
  - iv) The Annexes of the Contract in the order in which they are numbered

These General Conditions and the Annexes shall remain – except where otherwise stipulated in the parts of the Contract in question – immutable.

- 1.3.2 In case of inconsistencies or ambiguities between parts of the Contract that cannot be resolved through the ranking set out in Clause 1.3.1, the Employer shall interpret the parts of the Contract in line with the intention of the parties based on the purpose and intention of the Contract as a whole, including all Annexes.

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**1.4  
COMMUNICATION  
AND LANGUAGE**

Any communication to be made under or in connection with this Consulting Contract shall (i) be made in writing and, unless otherwise stated, may be made by fax or letter, and in the language specified in the Special Conditions and (ii) to the extent not otherwise stipulated in the Special Conditions, take effect upon receipt at the addresses specified in the Special Conditions and if by way of fax, when received in legible form. Any such communication, notice, instruction or message may not be unreasonably refused or delayed.

**1.5  
GOVERNING LAW**

This Consulting Contract is governed by the laws specified in the Special Conditions.

**1.6  
ENTRY INTO FORCE  
AND EFFECT**

This Consulting Contract enters into force and effect (i) After Contract Signing by Parties, and (ii) receipt by the Employer of Acceptable Professional Indemnity Insurance Policy from the Consultant.

**1.7  
MEASUREMENTS  
AND STANDARDS**

Any drawings, plans and calculations shall be based on the Standards; moreover, the Standards shall be applied to all Services.

**1.8  
ASSIGNMENT AND  
SUB-CONTRACTING**

- 1.8.1 The Consultant shall not have the right to assign or transfer all or any of its rights under this Contract without the Prior written consent of the Employer.
- 1.8.2 The Consultant may conclude or terminate sub-contracts for the performance of any part of the Services only upon prior written consent of the Employer. None of the Consultant's obligations under this Consulting Contract shall be limited, cancelled or in any other way affected by any sub-contracting of Services.
- 1.8.3 The Consultant shall, and shall contractually oblige each subcontractor (if any), develop and implement measures for the safety of the personnel deployed, adapted to the current security situation. The Consultant undertakes to contractually oblige each subcontractor (if any) contractually to pass on a corresponding obligation to any other subcontractors (if any).
- 1.8.4 In case of a JV, the Lead Partner shall be responsible towards the Employer for all aspects relating to this Consulting Contract. In particular, payments under this Consulting Contract will be made exclusively to the Lead Partner on behalf of the entire consortium. The Lead Partner hereby represents and warrants that it is entitled to enter into this Consulting Contract on behalf of the JV and to create the joint and several liability of the members of the JV.

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**1.9  
COPYRIGHT AND  
RIGHTS OF USE**

To the extent not otherwise stated in the Special Conditions, the Consultant shall transfer to the Employer all rights to the Services performed under this Consulting Contract on the date any such rights arise, and in any event at the latest on the date they are acquired by the Consultant. Insofar as a transfer of such rights is not possible, the Consultant shall irrevocably grant the Employer an unrestricted, transferrable, licensable and exclusive right of use and exploitation that is unlimited with respect to time and place of use. Such transfer shall include the right to adapt any transferred rights. The Consultant shall ensure that no third party rights exist or will be exercised that would preclude the aforementioned transfer of rights or their exercise.

**1.10  
OWNERSHIP OF  
DOCUMENTS AND  
EQUIPMENT**

1.10.1 All studies, reports, data and documents such as diagrams, plans, statistics and annexes that are made available to the Consultant by the Employer in relation to the performance of the Services, as well as software (including the respective source codes) produced or adapted to facilitate the performance of the Services, shall remain the property of the Employer. The Consultant shall not be entitled to exercise any right of retention or similar rights with respect to these materials.

1.10.2 The Consultant shall return any equipment made available by the Employer to the Consultant to facilitate the performance of the Services, including any vehicles purchased for the performance of the Services and paid for fully by the Employer, to the Employer promptly after completion of the Services. The Consultant shall handle and maintain any such equipment with due care.

**1.11  
CONFIDENTIALITY  
AND PUBLICATION**

1.11.1 The Consultant shall, and shall ensure that its employees, agents and representatives will keep confidential all documents made available to the Consultant by the Employer, as well as all information exchanged and knowledge acquired concerning this Consulting Contract and its implementation, even if such documents, information or knowledge have not been expressly designated as confidential. This obligation of confidentiality upon the Consultant and its employees shall remain effective for a period of 24 months after Contract Period or termination (whichever occurs earlier) of the Consulting Contract.

1.11.2 The obligation of confidentiality set out in this Clause 1.11 shall not apply to information:

- (a) which is or becomes public information other than as a direct or indirect result of any breach of this Consulting Contract;

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- (b) which is known by the receiving Party before the date the information is disclosed to the receiving Party in accordance with paragraph (a) above or is lawfully obtained by the receiving Party after that date from a source which is unconnected with the Employer and EIB and which has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.
- (c) the disclosure of which is:
- i. requested or required by any court of competent jurisdiction or any competent judicial, governmental, banking, taxation, supervisory or other regulatory authority or similar body or necessary to assert or defend claims or other legal rights in court or administrative proceedings;
  - ii. required pursuant to any applicable law or regulation; or
  - iii. made with the prior written consent of the Party providing the information.

1.11.3 Notwithstanding the foregoing each Party is entitled to disclose any information in connection with this Consulting Contract to EIB.

**1.12  
CONDUCT**

During the term of this Consulting Contract, the Consultant shall not, and shall ensure that its Foreign Staff will not, interfere with the political or religious affairs of the Country.

**1.13  
PROHIBITED  
CONDUCT**

1.13.1 The Consultant shall, and shall ensure that its representatives, agents and employees will:

- a) comply with all applicable laws, rules, regulations and provisions of the relevant legal systems relating to the performance of any obligations under this Consulting Contract or if failure to comply would impair the Consultant's ability to perform its obligations hereunder,
- b) not engage at any time in any Prohibited Conduct; and
- c) not enter into or continue any business relationship with specially designated nationals, blocked persons or entities maintained on any Sanctions List and not engage in any other activity that would constitute a breach of Sanctions.

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For the purposes of this provision, the following capitalized terms shall have meaning as defined below:

Coercive Practice	The impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person with a view to influencing improperly the actions of a person.
Collusive Practice	An arrangement between two or more persons designed to achieve an improper purpose, including influencing improperly the actions of another person.
Corrupt Practice	The promising, offering, giving, making, insisting on, receiving, accepting or soliciting, directly or indirectly, of any illegal payment or undue advantage of any nature, to or by any person, with the intention of influencing the actions of any person or causing any person to refrain from any action.
Fraudulent Practice	Any action or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation.
Obstructive Practice	Means (i) deliberately destroying, falsifying, altering or concealing evidence material to the investigation or the making of false statements to investigators, in order to materially impede an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice, or threatening, harassing or intimidating any Person to prevent them from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) any act intended to materially impede the exercise of EIB's access to contractually required information in connection with an official investigation into allegations of a Corrupt Practice, Fraudulent Practice, Coercive Practice or Collusive Practice.
Prohibited Conduct	Any Coercive Practice, Collusive Practice, Corrupt Practice, Fraudulent Practice or Obstructive Practice (as such terms are

	defined herein) which is unlawful under the Funding Agreement.
Sanctions	The economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctioning Body.
Sanctioning Body	Any of the United Nations Security Council, the European Union.
Sanctions List	Any list of specially designated persons, groups or entities which are subject to Sanctions, as issued by any Sanctioning Body.

1.13.2 The Consultant will inform its employees, agents, representatives and subcontractors (if any) engaged under this Consulting Contract of their respective obligations.

1.13.3 The Consultant shall itself and contractually oblige its employees, agents, representatives and subcontractors (if any) to comply in all respects with (i) the Declaration of Undertaking described in Annex I [Declaration of Undertaking] and (ii) the laws of the Country.

1.13.4 The Consultant shall, in connection with his/her activities in respect of the Services and/or the Project, treat the persons involved in the Services and/or the Project and any other persons involved at any time respectfully and with high ethical standards (requirement of respectful treatment). The Consultant shall not treat any persons involved in the Services and/or the Project or any other persons differently without a justified reasonable cause (prohibition of discrimination). The Consultant shall not use his position in connection with the Services and/or the Project for abusing of his/her competences and powers (prohibition of abuse). This includes in particular, but is not limited to, the abuse of a position of power for demanding and receiving sexual acts or harassment. The provisions on Prohibited Conduct shall remain unaffected.

**1.14  
SOCIAL AND  
ENVIRONMENTAL  
RESPONSIBILITY**

- (a) The Consultant shall, and shall ensure that its representatives, agents and employees will, ensure compliance with international Environmental, Social, Health and Safety (ESHS) standards (including issues of sexual exploitation and abuse and gender based violence) and, consequently:
- (b) comply with and ensure that all their subcontractors and major suppliers, i.e. for major supply items, comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the Contract and the fundamental conventions of the International

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Labour Organisation (ILO) and international environmental treaties; and

- (c) implement any environmental and social risks mitigation measures, as identified in the environmental and social impact assessment (ESIA) and further detailed in the environmental and social management plan (ESMP) as far as these measures are relevant to the Contract and implement measures for the prevention of sexual exploitation and abuse and gender-based violence.

**1.15  
REIMBURSEMENTS**

Unless otherwise set out in the Special Conditions, the Consultant shall make all reimbursements, insurance payments, guarantee payments or similar payments to the extra account of the Employer specified in the Special Conditions.

**1.16  
SEVERABILITY AND  
WRITTEN FORM**

1.16.1 If any provision of this Consulting Contract is or becomes invalid, void or ineffective or if this Consulting Contract contains unintentional gaps, this will not affect the validity or effectiveness of the remaining provisions of this Consulting Contract and this Consulting Contract will remain valid and effective, save for the void, invalid or ineffective provisions, without any Party having to argue and prove the Parties' intent to uphold this Consulting Contract even without the void, invalid or ineffective provisions.

1.16.2 The void, invalid or ineffective provision shall be deemed replaced by such valid and effective provision which comes as close as possible to the purpose and intent of the invalid provision in legal or economic terms and any unintentional gap shall be deemed to be filled with a provision which best suits the purpose and intent of this Consulting Contract.

1.16.3 Any supplements and amendments to this Consulting Contract – including to this Article 1.15.3 – must be made in writing. Any waiver by the Parties of this writing requirement must also be in writing.

**1.17  
ROLE OF EIB**

For the avoidance of doubt, notwithstanding any consent, no-objection and/or other rights which may be conferred to EIB pursuant to this Consulting Contract, EIB shall not and shall not be deemed to be a Party to this Consulting Contract and shall have no obligations hereunder.

## **2 The Employer**

**2.1  
INFORMATION**

During the term of this Consulting Contract, the Employer, shall, within a reasonable period of time and at its own cost and expense, provide the

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Consultant with all data, documentation and information required or expedient for the performance of the Services that are available to it.

## **2.2 DECISIONS AND COOPERATION**

Where the Employer is vested with any discretion or decision right under this Consulting Contract, it shall, provided that the Consultant has supplied the Employer with all the information reasonably required by the Employer including, but not limited to, drawings, studies and details of any replacement staff, exercise such discretion or (as applicable) take its decision pursuant to this Consulting Contract as soon as possible following the Consultant's written request and, in any event, no later than the end of the expiry period specified in the Special Conditions.

## **2.3 SUPPORT**

2.3.1 The Employer will support, to the extent reasonably possible, the Consultant in discharging its obligations pursuant to this Consulting Contract. The Employer shall make available to the Consultant as soon as reasonably practicable and in full all the services necessary for the performance of its tasks as detailed in Annex 3 [*Terms of Reference plus Tender Documents*].

2.3.2 In addition, the Employer shall support the Consultant, the Consultant's employees and directors and, where applicable, their [immediate] relatives in:

- (a) obtaining as soon as reasonably practicable any documents necessary for entering, residing in, working in and leaving the Country (visa, work permit etc.);
- (b) granting and/or obtaining unrestricted access to the Project where necessary for the performance of the Services;
- (c) the import, export and customs clearance of personal items and of goods and commodities required for the performance of the Services;
- (d) securing return transport in cases of emergency;
- (e) obtaining permission to import Foreign Currency that is required by the Consultant for the performance of the Services and for personal use by its Foreign Staff;
- (f) obtaining permission to export the money paid by the Employer to the Consultant under this Consulting Contract; and
- (g) providing access to other organisations for the purpose of obtaining information to be procured by the Consultant in relation to the performance of its obligations hereunder or any of the matters set out under any of the foregoing sub-paragraphs (a) through (f) above.



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**2.4  
TAXES**

2.4.1 The Consultant is responsible for meeting any and all tax liabilities in the Employer's country arising out of the Consulting Contract, unless it is stated otherwise in the Special Conditions. Tax liabilities of the Consultant outside the Employer's country are considered to be included in the Remuneration and may not be charged separately.

2.4.2 If, after the date of signing of this Consulting Contract by the Parties, there is any change in the applicable law in the Employer's country with respect to taxes and/or duties which increases or (as the case may be) decreases the cost incurred by the Consultant in performing the Services, then the Remuneration and other expenses otherwise payable to the Consultant under this Consulting Contract shall be increased or (as the case may be) decreased accordingly.

**2.5  
SERVICES AND  
FURNISHINGS**

The Employer shall make available to the Consultant, at the Employer's cost and expense, such technical and other equipment and offices as described in Annex 6 [*Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer*] for the purpose of performing the Services.

**2.6  
CONTACT PERSONS  
OF THE EMPLOYER**

The Employer shall appoint two natural persons to act as the Employer's contact person and deputy to the Consultant in relation to this Consulting Contract, and the Employer further undertakes to appoint a substitute contact person without undue delay should either of the two individuals appointed (or the respective substitutes) no longer be available. The contact persons shall be set out in the Special Conditions.

### **3 The Consultant**

**3.1  
SCOPE OF SERVICES**

3.1.1 The Consultant shall deliver the Services in full and on time.

3.1.2 The Consultant shall cooperate in good faith with any third parties commissioned by the Employer pursuant to Paragraph 2.5 [*Services and Furnishings*]. The Employer shall not be liable for any costs, losses or liabilities caused by any of these third parties or their performance, except in the case of willful misconduct, gross negligence, death or bodily injury. In addition, the Consultant must, to the extent possible, comprehensively coordinate the services rendered by such third parties with the Services.

**3.2  
STANDARD AND  
SPECIAL SERVICES**

3.2.1 In addition to the Services specified explicitly in the Contract, the Consultant shall also perform all other services, if necessary, that are not listed under the contractual services, but are customarily required in order to properly discharge

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the contractual obligations (“**Standard Services**”). The Standard Services shall be fully compensated through the Agreed Remuneration.

- 3.2.2 “**Special Services**” are services that are not explicitly specified in this Consulting Contract and are not Standard Services, but must necessarily be delivered by the Consultant in order to properly perform its duties under this Consulting Contract, because the external circumstances of service performance have changed unexpectedly, or because the Consultant has suspended the Services pursuant to Paragraph 4.5 [*Force majeure*], or because the Employer, requires services that were not included in the invitation to tender but are necessary.

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**3.3  
DUE DILIGENCE**

Except to the extent otherwise stipulated in this Consulting Contract, or otherwise legally stipulated within the Country or within another legal system (including, without limitation, the legal system applicable in the Consultant's jurisdiction) by provisions that impose higher diligence standards than this Consulting Contract, in which case and to which extent such other diligence requirements shall apply, the Consultant shall perform its obligations under this Consulting Contract with due diligence and provide the Services in compliance with professional practice and the recognized quality standards, and in accordance with current scientific and generally accepted engineering standards. The Consultant must document its work, the progress of the Project and the decisions it takes in an appropriate form that is acceptable to the Employer and, in the case of any Services which are not remunerated on a lump-sum basis, compliant with the requirements arising from Paragraph 5.8 [Auditing].

**3.4  
REPORTING AND  
INFORMATION**

3.4.1 The Consultant shall report to the Employer on the progress of the Services in accordance with the Special Conditions and/or the Terms of Reference as applicable. Unless otherwise agreed in the Special Conditions and/or the Terms of Reference and, in case of long-term assignments such as construction management, training or operational support, the Consultant shall prepare and deliver to the Employer and Financier quarterly reports, a report at 70% payment to the Contract Value, and following the conclusion of the Services a final report covering the entire Completion Period. The reports shall include a comparison of targeted and actual costs of the planned activities; the progress of construction; developments in the time frame; financial developments; and information on any events or circumstances which may jeopardize the fulfilment of any of the Consultant's obligations or the implementation of the Project, and identification of possible solutions.

3.4.2 The Consultant shall inform the Employer promptly of all extraordinary circumstances (including, without limitation, any compliance-relevant circumstances or substantial suspicions) that arise during the performance of the Services.

3.4.3 The Consultant shall, at its own cost and expense, promptly deliver all records, documents and information requested by the Employer, Financier and other Stakeholders in connection with this Consulting Contract. This obligation shall survive the termination of the Consulting Contract for a period of 24 months.

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**3.5  
STAFFING**

- 3.5.1 The Consultant shall employ the staff specified in Annex 5 [*Staffing Schedule*] to implement performance of the Services. The list of designated key staff and any changes to it shall require the prior written approval of the Employer.
- 3.5.2 Upon the Employer's request, the Consultant shall terminate the contract of, or release or replace, any staff member who fails to meet the requirements set out in this Consulting Contract or violates Paragraph 1.12 [*Conduct*]. Any such request of the Employer must be submitted in writing to the Consultant and must state the reasons for the requested termination, release or replacement.
- 3.5.3 If anyone of the Consultant's staff becomes unavailable or otherwise inhibited in the performance of its work (including, without limitation, due to sickness), for more than one month, the Consultant shall upon request of the Employer replace this staff member with another staff member. The foregoing shall be without prejudice to any other rights of the Employer under this Consulting Contract, including, without limitation, under Paragraph 4.6 [*Suspension or Termination*].
- 3.5.4 If any staff employed by the Consultant need to be replaced, the Consultant shall ensure that the staff member in question is replaced promptly by an individual with at least equivalent qualifications and experience.
- 3.5.5 Staff shall only be replaced after prior written approval by the Employer, such approval not to be unreasonably withheld.
- 3.5.6 If the Consultant terminates the contract of, or releases or replaces, any staff during the term of this Consulting Contract, any costs thus accrued shall be borne by the Consultant.

**3.6  
CONTACT PERSON  
OF THE  
CONSULTANT**

- 3.6.1 The Consultant shall appoint a natural person as its contact person for the Employer in relation to this Consulting Contract, and the Consultant further undertakes to appoint a substitute contact person without undue delay should the individual appointed (or its substitute) no longer be available.
- 3.6.2 Moreover, the Consultant shall specify and provide contact details to the Employer for an individual, as well as a deputy, at the Consultant's place of business who can be reached at any time in cases of emergency or crisis. The Consultant shall notify the Employer without delay of any change of any such elected person or its contact details.

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**3.7  
INDEPENDENCE OF  
THE CONSULTANT**

The Consultant undertakes that neither the Consultant nor any person or enterprise associated with the Consultant as set out in the Declaration of Undertaking shall bid for the Project as manufacturer, supplier, or building contractor. This prohibition also applies to any bidding for any further consulting services, insofar as such consulting services might lead to a restriction of competition or a conflict of interests. Any violation of this stipulation entitles the Employer to immediately terminate this Consulting Contract and require the reimbursement of any and all costs incurred by the Employer up to the time of such violation as well as compensation for any and all losses and damages incurred by the Employer as a result of such termination.

**4  
Commencement, Completion, Amendment and  
Termination of the Services**

**4.1  
COMMENCEMENT  
AND COMPLETION**

4.1.1 The Consultant shall begin performing the Services on the Commencement Date. The Consultant shall deliver the Services in accordance with the time schedule set out in Annex 7 [*Time Schedule for the Performance of the Services*], and shall complete the Services within the Completion Period (for the avoidance of doubt, subject to any adaptations (if any) in accordance with paragraph 4.1.3 below).

4.1.2 In the case of optional services (if any), the Consultant shall commence delivery of such optional services not earlier than upon receipt of notification from the Employer, subject to the Employer having received Financier prior written consent.

4.1.3 Any change to the time schedule in Annex 7 [*Time Schedule for the Performance of the Services*] due to a reasonable request by either party shall be discussed and mutually agreed.

**4.2  
PENALTIES FOR  
DELAY AND  
DISSATISFACTORY  
SERVICES**

4.2.1 If the Consultant culpably fails to perform any of the Services within the respective time agreed for such Services, the Consultant shall, except to the extent that the Special Conditions include a stipulation to the contrary, be obliged to pay to the Employer a penalty in an amount of 0.5% of the contract value for every week of delay, subject to an overall cap of 8% of the contract value. Any claims which the Employer may have as a consequence of such delay (if any) shall be deemed to be settled by such payment. The foregoing shall be without prejudice to the Employer's right of termination pursuant to Paragraph 4.6.2 [*Suspension and Termination*].

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4.2.2 In the case the Consultant has not provided the Services in accordance with the provisions set out in this Consulting Contract to the satisfaction of the Employer and if this has (i) been notified by the Employer to the Consultant and (ii) not been remedied by the Consultant within 21 days upon receipt of such notification, and provided that the Employer has requested payment of a penalty in accordance with Paragraph 4.2.1 [*Penalties for Delay and Dissatisfactory Services*] above, the Employer and EIB shall be entitled to prohibit the Consultant from mentioning this Project as a reference for future project tenders.

**4.3  
AMENDED SERVICES**

4.3.1 Subject to the prior written consent of EIB, the Employer shall be entitled to require at any time an amendment of the Consulting Contract (any amended or additional services or amended deadlines/periods for execution – “Amended Services”).

4.3.2 In this case, the Agreed Remuneration and the Completion Period shall be adjusted accordingly by mutual agreement of the Parties. The Consultant shall submit proposals for performance of and remuneration for the Amended Services.

4.3.3 The Consultant shall execute the Amended Services if the Employer agrees, in writing, to the remuneration proposal.

**4.4  
IMPEDIMENT**

4.4.1 If the performance of the Services is impeded or delayed by the Employer or the Employer’s contractual partners (“impediment”) and such impediment leads to an increase in the costs, the scope or the duration of the Services, the Consultant shall immediately notify the Employer of the circumstances and the possible consequences.

4.4.2 If an impediment is caused by the Employer’s wilful misconduct, intent or negligence, the Consultant shall be entitled to reimbursement of the costs incurred by it as a result of such impediment, provided that the Consultant proves the incurrence of these costs to the Employer.

**4.5  
FORCE MAJEURE**

4.5.1 In the event of a Force Majeure, the contractual obligations, to the extent affected by such event, shall be suspended for as long as performance remains impossible due to the Force Majeure, provided that one Party receives notification of the Force Majeure event from the other Party within two weeks after its occurrence. Any and all liability of the Consultant for damages arising due to its absence caused by the Force Majeure is excluded, provided that this shall not apply to any damages which the Consultant could have, but has wilfully or negligently not, mitigated in light of the circumstances at that time.

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4.5.2 In the event of a Force Majeure, the Consultant shall be entitled to an extension of the Completion Period equal to the delay caused by such Force Majeure. If the performance of the Services is rendered permanently impossible by the Force Majeure, or if the Force Majeure event continues for more than 180 days, either Party to this Consulting Contract shall be entitled to terminate upon notice of the Consulting Contract.

4.5.3 In the case of a suspension or termination of the Consulting Contract due to Force Majeure, the Consultant shall be entitled to claim from the Employer payment of:

- (a) a proportionate amount of the Agreed Remuneration for the Services performed up to the occurrence of the Force Majeure; and
- (b) all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services,

in each case in accordance with the principles agreed in Paragraph 5 [*Remuneration*] and the Special Conditions as well as the principles set out in Paragraph 4.6.4 [*Suspension or Termination*].

4.5.4 The Consultant must, however, mitigate its loss and deduct any proceeds of such mitigation, which shall include:

- (a) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project; and
- (b) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the discontinuation) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

4.5.5 The Consultant shall not have any further payment claims as a consequence of the Force Majeure Event.

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**4.6  
SUSPENSION OR  
TERMINATION**

- 4.6.1 The Employer may, fully or partially request suspension of the Services or terminate this Consulting Contract, in each case by serving written notice of at least 30 days. In this event, the Consultant must immediately take all measures necessary to ensure that the Services are discontinued and any expenditures minimised. The Consultant shall hand over all reports, drafts and documents to be prepared by the date in question to the Employer. If the suspension continues for more than 180 days, the Consultant may terminate the Consulting Contract. In the case of such termination Paragraph 4.5 [*Force majeure*] shall apply mutatis mutandis.
- 4.6.2 If the Consultant fails to meet any of its contractual obligations within the agreed time for such obligations, the Employer may serve a notice upon the Consultant and request it to duly perform its Services. If the Consultant fails to remedy the performance deficit within a reasonable time frame as determined by the Employer which shall be, however, not less than 21 days of having been called upon to do so by the Employer, the Employer shall be entitled, after this period has elapsed, to terminate the Consulting Contract by written notice.
- 4.6.3 The Consultant may terminate this Consulting Contract if any amounts due and payable to it under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt by the Employer of the corresponding invoice, provided that (i) the Consultant has delivered to the Employer a written reminder within 30 days after the initial 60 days deadline has passed and (ii) the Employer has not paid the due amounts within a further grace period of 30 days upon receipt by it of such reminder. Without prejudice to the right to terminate due to Employer's nonpayment the Consultant may suspend the performance of this Contract if and for so long as any amounts due and payable under this Consulting Contract have not been reasonably disputed or paid within 60 days after the receipt of the Consultant's corresponding invoice by the Employer, provided that the Consultant has submitted a written reminder notice to the Employer after the initial 60 days deadline has passed and the Employer does not pay the due amounts within a further period of 21 days after the reminder notice.
- 4.6.4 In the case of a termination or suspension of the Consulting Contract, the Consultant shall be entitled to demand payment of:



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- (a) the due but unpaid proportion of the Agreed Remuneration for the Services performed until the date of termination or suspension; and
  - (b) if the termination or suspension of the Consulting Contract is not caused by a default by the Consultant, all necessary and evidenced expenditures of the Consultant arising from the discontinuing of the Services, provided, however, that the Consultant must mitigate its loss and deduct any proceeds of such mitigation, which shall include:
    - (i) any remuneration paid to the Consultant in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project; and
    - (ii) any remuneration that the Consultant could reasonably have earned in consideration for working on other projects during the time the Consultant was (but for the termination or suspension) scheduled to work on the Project, but which the Consultant has not received as a result of the Consultant's wilful misconduct or negligence.

4.6.5 If the termination or suspension of the Contract has been caused due to a default of the Consultant, the Employer shall be entitled to demand compensation for any direct damages caused by the default.

#### **4.7 BREACH OF PARAGRAPH 1.13**

4.7.1 If the Consultant has breached Paragraph 1.13 [*Prohibited Conduct*], the Employer may, notwithstanding any sanctions which may be applicable according to the law of the Country or any other legal system, terminate this Consulting Contract in writing with immediate effect.

4.7.2 The Employer may also terminate this Consulting Contract in writing with immediate effect if the Declaration of Undertaking submitted by the Consultant [in accordance with Paragraph 1.13.3] is untrue or inaccurate in any respect or if any obligations thereunder have been breached.

#### **4.8 RIGHTS AND OBLIGATIONS OF THE PARTIES IN CASE OF TERMINATION**

For the avoidance of doubt, a termination of this Consulting Contract shall not prejudice or affect any rights, claims or obligations of any Party which have arisen before the termination takes effect. Notwithstanding the foregoing, in the case of a termination pursuant to Paragraph 4.7 [*Breach of Paragraph 1.13*] the Employer shall be entitled, in cooperation with EIB, to request the repayment of any remuneration (in total or in part considering the circumstances of the violations) which has been paid to the Consultant pursuant to this Contract. The

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burden of proof that a case of termination is given lies with the Employer.

## **5 Remuneration**

### **5.1 FORMS OF REMUNERATION**

In consideration for the performance of the Services, the Employer shall pay to the Consultant the remuneration as agreed in the Special Conditions subject to the conditions listed therein and the conditions set out below, and subject further to Annex 8 [*Cost Calculation and Invoicing Table*], depending on the type of Services agreed which may be either

- (a) lump sum services;
- (b) time-based services; or
- (c) a combination of lump sum services and time based services.

### **5.2 GENERAL PAYMENT TERMS**

To the extent not otherwise agreed in the Special Conditions, the Employer shall pay the Consultant's remuneration as follows:

- (a) An advance payment as set forth in the Special Conditions, but not exceeding 20% of the Contract Value shall be due within 30 days following the date of this Consulting Contract upon presentation of an invoice and against presentation of an advance payment guarantee if required in accordance with the Special Conditions.
- (b) Instalments shall be paid upon presentation of corresponding invoices with a maximum of one payment per quarter. The first invoice following the advance payment shall not be issued before the expiry of three months.
- (c) The final payment shall be made after the Services have been performed in full and;
  - i. Consultant has completed all project closure activities and submitted the project completion report acceptable to the Employer
  - ii. The Employer has issued a Discharge Certificate.
- (d) The remuneration for Special Services are included in the Contract Value. Notwithstanding, the Consultant shall only be entitled to a separate remuneration for Special Services if the Services are amended, the Special Services therefore constitute Amended Services and a separate remuneration for the Special Services has been agreed pursuant to paragraph 4.3. [*Amended Services*].

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**5.3  
PAYMENT  
CONDITIONS**

- (a) In case of a lump sum remuneration, payments to the Consultant shall be made in a pre-determined number of instalments as further specified in the Special Conditions. In case the instalments are to be made dependent on milestones, these will be clearly stipulated in the Special Conditions.
- (b) In case of a time-based remuneration, payments to the Consultant shall be made based on the unit prices set forth in Annex 8 [*Cost Calculation and Invoicing Table*) as further specified in the Special Conditions. Each invoice shall be accompanied by a list of expenditures based on Annex 8 [*Cost Calculation and Invoicing Table*] stating Contract Value, previous cumulative expenses, current expenses, cumulative expenses and remaining budget. The instalments shall be reduced on a pro-rata basis by (i) the advance payment and (ii) the retention amount as agreed in the Special Conditions.
- (c) The minimum amount for an invoice is EUR 20,000, except for the final payment.
- (d) Other Costs, if any, shall be invoiced together with the agreed instalments. Unless the remuneration for Other Costs is included in the lump sum instalments, the invoices must be accompanied by a list of expenditures based on Annex 8 [*Other Cost Calculation and Invoicing Table*] stating previous cumulative expenses, current expenses and remaining budget as well as the date, price and exchange rate and the Euro equivalent amount, if applicable.

The original documentation evidencing the Other Costs shall be sent to the Employer.

**5.4  
LIMITATIONS**

- (a) The payment to the Consultant (including, for the avoidance of doubt, Other Costs, if any) shall not exceed the Contract Value set forth in the Special Conditions.
- (b) If, in case of a time-based remuneration, (a) the remuneration which is payable to the Consultant under this Consulting Contract has accumulated to an amount equivalent to 70% of the Contract Value and (b) in the reasonable opinion of the Consultant, the final date of the Completion Period as set out in the Special Conditions will be postponed and therefore, the Contract Value will be exceeded, then the Consultant shall immediately inform the Employer thereof in writing together with (i) an updated timeline, (ii) the forecast for additional costs, based on the terms as agreed in the Special Conditions and (iii) justification that the delay has not been caused by the Consultant. The Employer may, in its full discretion upon EIB's

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prior written non-objection, then agree in writing upon an increase of the Contract Value.

- (c) As soon as the overall payments to the Consultant under this Consulting Contract have reached an amount equivalent to 70% of the Contract Value, payments will only be made subject to the conditions that the Consultant has provided evidence of the Services rendered forthwith in accordance with Paragraph 3.4 [*Reporting and Information*] satisfactory to the Employer together with the invoice. For the avoidance of doubt, the Employer has the right to (i) suspend payments or reject any invoice at any time if the Consultant fails to perform its obligations under this Consulting Contract and (ii) to request evidence of Services at any time. The Employer shall also have the right to suspend payment of any lump sum instalment at any stage in the event of substantial deviations from the time schedule. If the payment of instalments is suspended, the Employer must proceed in accordance with Paragraph 5.7 [*Objections to Invoices*].

## 5.5 INVOICING

- (a) Payments are made against invoices. The original invoices shall specify (i) the period for which the underlying Services have been performed and (ii) correct banking details and shall be addressed to the Employer.

In the case of conclusion of this Consulting Contract the Consultant's invoices shall be addressed to the Employer.

- (b) With each invoice the Consultant implicitly declares that the performance and/or costs invoiced have actually incurred and that the lists accompanying the respective invoices are true and complete.

## 5.6 PAYMENT DEADLINE

- (a) Other than in the case of an advance payment or unless otherwise stated in the Special Conditions, payment shall be made within 60 days of presentation of a verifiable invoice by the Consultant to the Employer.
- (b) If the Employer does not make the payment within the period set out in Paragraph 5.6(a) [*Payment Deadline*] and the Employer has not raised an objection pursuant to Paragraph 5.7 [*Objection to Invoices*] within that date, the Employer shall pay to the Consultant a compensation at the rate agreed in the Special Conditions. This shall be calculated on a daily basis from the date on which the relevant amount became due and payable in the currency set out in the Special Conditions. The Consultant shall have no further rights or claims arising from any delay of the Employer.

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**5.7  
OBJECTION TO  
INVOICES**

Should the Employer object to any invoice of the Consultant (or any aspect or part thereof), the Employer shall notify the Consultant of its intention to withhold payment and shall state the reasons why. The Consultant shall then make the necessary corrections and resubmit the invoice bearing the revised date of submission. The Employer shall proceed to make payments in line with Paragraph 5.6 [*Payment Deadline*] only on the invoices without objections. Should the Employer require clarification on any aspect or part thereof of the submitted invoice, the Employer shall do so within 14 Days of the invoice submission.

**5.8  
AUDITING**

For any Services (or parts thereof) that are not remunerated on a lump-sum basis, the Consultant shall maintain up-to-date records that meet professional standards and that clearly and systematically indicate the Services provided and the time and expense involved. The Consultant shall permit the Employer and EIB (as well as their respective advisors and auditors) to audit these records at any time and make copies of them.

**5.9  
PRICE ADJUSTMENTS**

- (a) Price adjustments, if any, will be agreed upon in the Special Conditions.
- (b) In case of an increase of the Contract Value, price adjustments of the amount by which the Contract Value has been increased shall be calculated on the basis of the original unit price.

**6 Liability**

**6.1  
GENERAL LIABILITY  
OF THE  
CONSULTANT**

The Consultant shall be liable to the Employer for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Article 3 [*The Consultant*]. The liability of the Consultant shall be limited to the Contract Value. The foregoing limitation shall not apply in the case of wilful misconduct or gross negligence.

**6.2  
LIABILITY FOR SUB-  
CONTRACTORS**

For the avoidance of doubt, the Consultant shall also be liable for the Services provided by a sub-contractor pursuant to Paragraph 1.8 [*Assignment and Sub-contracting*].

**6.3  
PERIOD OF  
LIABILITY**

The Consultant's liability shall terminate according to the law governing the Consulting Contract as set out in the Special Conditions, unless a different point of time has been agreed in the Special Conditions.

**6.4  
LIABILITY FOR  
CONSEQUENTIAL  
DAMAGE**

Liability for consequential damages is excluded.

**6.5  
LIABILITY OF THE  
EMPLOYER**

The Employer shall be liable for culpable breaches of its contractual obligations, including, without limitation, of its obligations under Paragraph 2 [*The Employer*].

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## Insurance against Liability and Damages / Guarantees

7.1

**INSURANCE  
AGAINST LIABILITY  
AND DAMAGES**

7.1.1 The Consultant shall take out and maintain adequate insurance for the entire duration of the Consulting Contract and on the terms specified in the Special Conditions, including, but not limited to, the following:

- (a) professional liability insurance; at least 110% of the Contract Value
- (b) Consultant's liability insurance and workers' compensation insurance in respect to personnel of the Consultant and, in accordance with the relevant provisions of the Applicable Law.
- (c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Consulting Contract- 100% of the value
- (d) motor vehicle comprehensive full insurance for the vehicles acquired in connection with this Consulting Contract

7.1.2 The costs incurred in connection with the insurance specified in Paragraph 7.1.1 [*Insurance Against Liability and Damages*] shall be fully compensated by the Agreed Reimbursables and may not be charged separately.

7.1.3 The Employer shall take out the insurances to the extent agreed in the Special Conditions.

7.2

**GUARANTEES**

Any guarantees shall be in the form set out in Annex 10 [*Form of Advance Payment Guarantee*] and shall be as per Special Conditions 5.2 (a) General Payment Terms

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## 8 Disputes and Arbitration Procedure

### 8.1 AMICABLE SETTLEMENT

Should a dispute arise from or in connection with this Consulting Contract, Parties shall, within 21 days of one party submitting a written request to the other party, endeavour in good faith to settle the dispute amicably.

### 8.2 MEDIATION

8.2.1 If an amicable settlement cannot be reached within a period of 3 months after the written request pursuant to Paragraph 8.1 [*Amicable Settlement*], the Parties shall, insofar as both sides agree, attempt to settle the dispute in accordance with the Special Conditions by way of mediation prior to initiating arbitral proceedings. Notwithstanding, the Parties may agree to begin mediation immediately. Unless the Parties agree otherwise within a period of 14 days, either party may require that the mediator is appointed by the institution named in the Special Conditions.

8.2.2 Mediation shall begin no later than 21 days after the mediator has been appointed. The mediation process shall be implemented in accordance with the procedure selected by the appointed mediator.

8.2.3 All negotiations and talks held in the course of mediation shall be treated confidentially.

8.2.4 If the Parties accept the recommendations of the mediator or agree to settle the dispute another way, the agreement reached shall be recorded in writing and signed by the representatives of the Parties.

8.2.5 If the dispute is not settled within 3 months after the mediator has been appointed, the dispute shall be settled by way of the arbitration procedure pursuant to Paragraph 8.3 [*Arbitration Procedure*].

### 8.3 ARBITRATION PROCEDURE

If the Parties do not reach an amicable agreement pursuant to Paragraph 8.1 [*Amicable settlement*] or by way of mediation pursuant to Paragraph 8.2 [*Mediation*], the dispute shall finally and exclusively be settled – except where otherwise stipulated in the Special Conditions – in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one or several arbitrators appointed in accordance with the Rules. The place of arbitration and the language of the arbitration procedure shall be stipulated in the Special Conditions.

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**SECTION 2**  
**Special Conditions**

**Ad Article I: General Provisions**

**Ad I.1: Definitions**

**“Completion Period”**: The completion period shall be the period starting on the Commencement Date and ending **60 Months** after the Commencement Date.

**“Contract Period”** is the period starting from the Contract signing date to the date when the Consultant has fully completed his Contractual obligation and been issued with a Discharge Certificate by the Employer

**“Country”**: **Employer’s Country is Kenya**

**“Project”**: **Olkaria VII Geothermal Power Project - KGN-BDD-016-2024**

**“Commencement Date”**: Commencement Date is a Date indicated in the Employer’s Notice to commence. The date shall be after the Effective Date.

**“Contract Value”**: Contract Value means the agreed amount under the Terms of Contract. Where Contract Price is used, it shall mean the same.

**“Effective Date”**: Effective Date is the date after Contract Signature and submission by the Consultant of Acceptable Professional Indemnity Insurance Policy.

**“Local Currency” means Currency of the Employer’s country.**

**Ad I.4: Communication and Language**

The language for notices, instructions, reports and other communication shall be **English**

**Notices**

Manager, Design & Construction  
Kenya Electricity Generating Company PLC,  
Stima Plaza Phase III, Kolobot Road, Parklands  
P O Box 47936, 00100 Nairobi, Kenya  
Tel: +254 711036000

Address of the Consultant

Postal address

Email: [•]

Phone: [•]



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Fax:

**Ad 1.5: Governing law**

The law governing this Consulting Contract shall be **The Laws of The Republic Kenya.**

**Ad 1.15: Reimbursements**

Account details of the Employer's extra account for all reimbursements: [●]

**Ad Article 2: The Employer**

**Ad 2.2: Decisions and cooperation**

**21 days**

**Ad 2.4: Taxes**

1. Local Taxation

- a) Nothing in the Contract shall relieve the Consultant and/or his Sub-Consultant from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract.
- b) The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.
- c) Any Tax exemptions granted under this Contract shall be for an official aid funded project and shall be as provided under the applicable tax laws in Kenya.
- d) The Consultant shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract. This shall include applicable local or foreign withholding tax, excise duty, Value Added Tax (VAT), importation duties, Local government taxes, and any other taxes not mentioned herein.
- e) In instances where discussions are held between the Employer and the Consultant regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Consultant of their responsibility in relation to due diligence on the tax issue as per (a).

2. Tax Deduction

- a) If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Consultant and paid directly to the relevant tax authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Consultant with the relevant tax deduction certificates.
- b) Where payments for the Contract Price are made directly by the financiers to the Consultant, the Consultant and the financiers shall make the necessary arrangements with Employer to ensure that withholding income tax is remitted to the relevant tax authority.

3. Tax Indemnity

- a) The Consultant shall indemnify and hold the Employer harmless from and against any and all tax liabilities, which the Employer may incur for any reason of failure by the Consultant to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.
- b) The Consultant warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Consultant's Tax liability arising from the Contract.

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Where the amount in (b) above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

**Ad 2.6: Contact person of the Employer**

The Employer's contact person shall be  
Isaac Maina  
Manager, Design and Construction  
Contact details [+2540711036411].  
Email: [imaina@kengen.co.ke](mailto:imaina@kengen.co.ke)

The Employer's deputy contact person shall be  
Eng. Thaddeus Kwoba  
Assistant Manager, Design and Construction  
Contact details [+2540711036000].  
Email: [tkwoba@kengen.co.ke](mailto:tkwoba@kengen.co.ke)

**Ad Article 3: The Consultant**

**Ad 3.4: Reporting and information**

Additionally, the Consultant shall prepare reports as indicated in the TOR.

**Ad 3.6.1: The Consultant's contact person**

The Consultant's contact person shall be [●].  
Contact details [●].  
The deputy shall be [●].  
Contact details [●].

**Ad 3.6.2: The Consultant's contact person for cases of emergency or crisis**

The Consultant's contact person for cases of emergency or crisis shall be [●].  
Contact details [●].  
The deputy shall be [●].  
Contact details [●].

**Ad Article 5: Remuneration**

**Ad 5.1: Forms of Remuneration**

In consideration of the Services, the Employer shall pay to the Consultant an amount of

up to [●] in [● currency]

(the "Contract Value").

In accordance with the Terms of Reference, the Services will be rendered as

A combination of lump sum and time based services]

This Contract Value is composed of

---

up to [●] in [● currency]  
(the “**Contract Value for Lump Sum Services**”).

and

up to [●] in [● currency]  
(the “**Contract Value for Time Based Services**”).

*[Unless all cost items are included in the lump sum remuneration, please add:]*

- (a) The Contract Value is composed of:
- (i) The amounts referred to in Annex 8 as Packages A and/or B up to an aggregate maximum amount of [●] in [● currency]
  - (ii) *[if applicable]* Other Costs in accordance with Annex 8] up to an aggregate maximum amount of [●] in [● currency]

[The Contract Value is exclusive of the remuneration for the following options:

Option	[●]	Up to [●] in [● currency]
--------	-----	---------------------------

- (b) The applicable currency for the Consulting Contract is [●].

*[One single currency should be used, preferably EURO. If, exceptionally, the remuneration is calculated and invoiced in two currencies, the respective components of the Contract Value should be listed here, and the terms of payment below adjusted accordingly.]*

*[Preferably, the following option should be agreed]*

#### **Ad 5.2 (a): General Payment Terms**

The Advance payment shall be 10% of the Contract Value.

Prior to any advance payment, the Consultant must present an advance payment guarantee in the entire amount of such advance payment in the form set out in Annex 10.

Such guarantee shall be provided as a bank guarantee in favour of the Employer as beneficiary. The guarantee shall be issued by a reputable bank located in the country of the Employer that is acceptable to the Employer, or an international bank through a correspondent bank located in the country of the Employer and acceptable to the Employer.

The original of the guarantee shall be sent to the Employer, with a copy, together with a confirmation of delivery of the original, to be sent to EIB.

#### **5.3: Payment Conditions**

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### **Combination of lump sum services and time based services**

**[.] EUR advance payment** relating to the lump sum services equalling **10%** of the Contract Value.

This advance payment shall be recovered at **70%** of each installment invoices until fully recovered.

Payments shall be paid as a whole combined invoice (which includes Lump-Sum and Time-based) for the services offered within invoiced period.

For Lump-Sum services, payments will be considered based on the Financial Proposal FIN-3 Forms.

For Time based services under phase IVa (Design review), The Consultant shall submit Time sheets on a bi-weekly basis for Review and Approval by the Employer as follows:

- a. Projected Person-hour to be spend based on the assessment by the Consultant for the expected workload/review documents for the subsequent 2-weeks period (look ahead). The Consultant to indicate the proposed Experts to be involved in the review and the projected Person-hours allocated to each expert including with the estimated total cost.
- b. The actual Person-hours spent for the preceding 2-weeks period. Specifically list the work done/documents reviewed, and for each document indicate the expert/s involved in the review, person-hour spent for each expert on each document, total manhours on each document, total manhours for the period and the expected cost that will be reflected on the future invoice.
- c. An explanation for any differences between the projected spend in the previous/respective projection period against actual spent in (b) above

For Time based services under phase IVb (Supervision of construction and Commissioning) and phase V (Defects Notification Period and Project Closure), The Consultant shall submit by-weekly time sheets based on actual man hours spent on site.

The Employer will review the submitted invoices and approve or raise clarifications in cases of insufficient justifications for person-hours allocations.

For the Time based portion in phase IVa, invoices for the quarter shall only be based on the approved Timesheets.

Payment for the Lumpsum component of the Contract Price shall be made on completion of the priced milestone in items (FIN-3 Forms).

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**Ad 5.5: Invoicing**

The Consultant's invoices shall be prepared as per the Terms of Payments to be agreed during negotiations.

Payments shall be made to the following account:

Account holder: [•]

Bank: [•]

Account number: [•]

*[where applicable:*

IBAN: [•]

BIC: [•]

If the Consultant's account-holding bank is not located in the currency area of the currency of payment:

BIC of correspondent bank: [•]

**Ad 5.6: Payment deadline**

Agreed compensation for overdue payments pursuant to Paragraph 5.6b shall be to 2% per year in relation to the outstanding amount

**Ad 5.9: Price adjustment**

The rates of the Cost Calculation and Invoicing (Annex 8) shall be fixed for a period of twenty-four (24) months. Adjustment shall be applied starting the 25<sup>th</sup> month after commencement as follows:

$$P_n = P_o * (0.5 + 0.5 * I_n / I_o) \quad \text{where,}$$

$P_n$  = Revised price

$P_o$  = Base Price

$I_n$  = Revised index

$I_o$  = Base Index

I is the labor index from the Country of Origin.

*[insert the source of the adjustment index for foreign rates and For local rates as applicable.]*

The Bidder shall submit the source of the price index. The source shall be reputable organization, verifiable and freely accessible.

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Source of index \_\_\_\_\_ [Bidder to fill]

Website \_\_\_\_\_ - [Bidder to fill]

**Ad Article 6: Liability**

**Ad 6.3: Period of liability**

The Consultant's liability shall terminate when the Consultant has fully completed his Contractual obligation and been issued with a Discharge Certificate by the Employer

**Ad Article 7: Insurance**

The Consultant shall take out the following insurance:

- (a) professional liability insurance; at least 110% of the Contract Value
- (b) Consultant's liability insurance and workers' compensation insurance in respect to personnel of the Consultant and, in accordance with the relevant provisions of the Applicable Law.
- (c) equipment insurance covering loss of or physical damage to all equipment acquired, used, provided or paid for by the Employer within the context of this Consulting Contract- 100% of the value
- (d) motor vehicle comprehensive full insurance for the vehicles acquired in connection with this Consulting Contract

**Ad Article 8: Disputes and Arbitration Procedure**

**Ad 8.2: Mediation**

The mediator shall be appointed by **Nairobi Centre of International Arbitration (NCIA)** and the appointment shall be binding for the Parties<sup>49</sup>.

The costs of the mediation and of the mediator's services shall be shared equally between the Parties.

**Ad 8.3: Arbitration Procedure**

The place of arbitration shall be **Nairobi**.

The language of the arbitration procedure shall be **English**.

(Place, date)

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(for the Employer)

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(for the Consultant)

**SECTION 3**  
**Annexes**

**List of Annexes**

<b>Annex no.</b>	<b>Title</b>
1	Declaration of Undertaking
2	Minutes of Negotiation (if relevant)
3	Terms of Reference plus Tender Documents
4	Guidelines to Procurement for projects financed by the EIB <a href="#">Guide to Procurement for projects financed by the EIB</a>
5	Staffing Schedule
6	Equipment and Furnishings to be provided by the Employer and Third-party Services Commissioned by the Employer
7	Time Schedule for the Performance of the Services
8	Cost Calculation and Invoicing Table
9	The Consultant's Bid
10	Form of Advance Payment Guarantee

## ANNEX I

### Declaration of Undertaking

Reference name of the Application/Offer/Contract: (“Contract”)

To: (“Project Executing Agency”)

1. We recognise and accept that EIB only finances projects of the Project Executing Agency (“PEA”)<sup>50</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, reorganization or being in any analogous situation;
  - 2.2) having been convicted by a final judgment or a final administrative decision or a preliminary investigation/charge is pending against us for involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings, or have been subject to (financial) sanctions and/or embargo provisions by the United Nations, the European Union. This exclusion criterion is also applicable to legal persons whose shares (or the majority thereof) are owned or de facto controlled by natural or legal persons against whom such judgments, administrative decisions, (financial) sanctions and/or embargoes have been imposed and – in the case of (financial) sanctions and/or embargoes – these restrictive measures continue to apply;
  - 2.3) having been convicted by a final court decision or a final administrative decision by a court, the European Union, national authorities in the Partner Country for prohibited conduct in connection with a Tender Process or the performance of a Contract or for an irregularity affecting the EU’s financial interests (*in the event of such a conviction, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this conviction is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*);
  - 2.4) having been subject, within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during such Contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
  - 2.5) not having fulfilled the applicable fiscal obligations with regard to the payment of taxes at the respective tax residence and in the country of origin of the PEA (*contractors based in Annex I countries (<https://www.consilium.europa.eu/de/policies/eu-list-of-non-cooperative-jurisdictions/>) must submit a fully completed and legally countersigned declaration of tax conformity (Appendix I to the Declaration of Undertaking) in addition to the Declaration of Undertaking at the time of award of the contract/contract review. This shall become an integral part of the*

<sup>50</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.



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*contract. Failure to submit may result in exclusion from the awarding procedure. For contractors based in countries not listed as Annex I countries, only the Declaration of Undertaking must be submitted, and not the declaration of tax conformity;*

- 2.6) being subject to an exclusion decision of the World Bank or any other multilateral development bank and being listed on the website <http://www.worldbank.org/debarr> or respectively on the relevant list of any other multilateral development bank (*in the event of such exclusion, the Applicant or Bidder shall attach to this Declaration of Undertaking supporting information showing that this exclusion is not relevant in the context of this Contract and that adequate compliance measures have been taken in reaction*); or
- 2.7) being guilty of misrepresentation in supplying the information required as condition to participation in this Tender Procedure.
3. We hereby certify that neither we, nor any of the members of our Joint Venture or any of our Subcontractors 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;
- 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;
- 3.5) in the case of procurement of Works, Plant or Goods:
- iii. having prepared or having been associated with a Person who prepared specifications, drawings, calculations and other documentation to be used in the Tender Process of this Contract;
- iv. having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;
4. If we are a state-owned entity, and 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 Subcontractors under the Contract have engaged or will engage in any prohibited conduct, or violate the Guidelines 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 Subcontractors 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 Subcontractors 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>51</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 auditor 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>52</sup>: \_\_\_\_\_

Signature:

Dated:

<sup>51</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>52</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.

# APPENDIX I

## Declaration of tax conformity – binding confirmation for legal persons

### Name of company

I hereby confirm with my signature that:

- 6. I am authorised to make this declaration on behalf of the above company;
- 7. the company properly pays all taxes in accordance with the tax laws of the country in which the company is domiciled;
- 8. the company is not currently nor has been in the past involved in any legal proceedings concerning the taxation of the company;
- 9. the company will duly pay taxes that may arise from the provision of contracted services;
- 10. all information and statements provided in advance are complete, accurate in terms of content and currently correct.

.....  
(Place)

.....  
(Date)

.....  
(Name of the consultant)

.....  
(Signature(s))<sup>53</sup>

<sup>53</sup> In the case of a JV, each member to fill a separate form.

## **APPENDIX 2**

### **Declaration of tax conformity – binding confirmation for natural persons**

I hereby confirm with my signature that:

6. I make this declaration in my name/on my own account;
7. I duly pay taxes that I am obliged to pay under the tax law of my country of residence;
8. I am not currently involved in tax law court proceedings, nor have I been in the past;
9. I will duly pay taxes that may arise from the provision of contracted services;
10. I have filled in all the information and statements of this confirmation in full, accurately in terms of content and that they are up to date at this time.

.....  
(Place)

.....  
(Date)

.....  
(Name of the person)

.....  
(Signature)

**ANNEX 2**

**Minutes of Negotiation**

**ANNEX 3**  
**Terms of Reference plus Tender Documents**

**ANNEX 4**  
**Guidelines to Procurement for projects financed by the EIB**

[Guide to Procurement for projects financed by the EIB](#)

**ANNEX 5**  
**Staffing Schedule**

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)



**ANNEX 6**  
**Services, facilities and property made available to the  
Consultant by the Employer**

**ANNEX 7**  
**Time Schedule for Delivery of the Services**

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated)

**ANNEX 8**  
**Cost Calculation and Invoicing Table in**  
**[EUR preferably]**  
**Summary Table – Cost Overview**  
(pursuant to the Consultant’s Bid; where applicable in the version subsequently negotiated)

## ANNEX 8

### Cost Calculation and Invoicing Table in [EUR preferably] Package A – Lump Sum Services

(pursuant to the Consultant's Bid; where applicable in the version subsequently negotiated) [Bidder to fill for all Lump sum Phases]

			TEMPLATE MODEL FOR INVOICING			
Phase I PQ documents, Concept design, technical specifications & Bid Document Preparation for all lots (Lot 1, 2 and 3)	Lump sum		Total prev. invoices (qty/amount)	This invoice (qty/ amount)	Total amount to date	Remaining Budget
	[Insert foreign currency]	[Insert local currency]				
<b>Lump Sum Cost of the Financial Proposal (excluding taxes)<sup>54</sup>:</b>						
<b>Activity 1</b>						
<b>Activity 2</b>						
.....						
.....						
<b>Lump Sum Cost of the Financial Proposal (excluding taxes):</b>						
<b>Tax Estimates<sup>55</sup> in the Client's country – to be discussed and finalized at the negotiations if the Contract is awarded</b>						
– Value Added Tax (VAT) or equivalent						
– Withholding tax <sup>56</sup>						

<sup>54</sup> Taxes, duties and fees to be excluded from the Financial Proposal and presented separately are indicated in Sub Clause 16.3 of the ITC.

<sup>55</sup> List here the taxes, duties and fees to be presented separately in accordance with Sub-Clause 16.3 of the ITC.

<sup>56</sup> On the invoices from the Consultant based outside the Client's country.

<b><u>Total Estimate for taxes, duties and fees in the Client's country:</u></b>							
--	--	--	--	--	--	--	--

**Cost Calculation and Invoicing in [EUR preferably]  
Package B – Time Based Services**

(pursuant to the Consultant’s Bid; where applicable in the version subsequently negotiated) [Bidder to fill for all Time based Phases]

<b>A. Remuneration</b>							<b>Total prev. invoices (qty/amount)</b>	<b>This invoice (qty/ amount)</b>	<b>Total amount to date</b>	<b>Remain-ing budget</b>
<b>No.</b>	<b>Name</b>	<b>Position</b>	<b>Person/Month Remuneration Rate (excluding taxes)[a]</b>	<b>Time Input in Person/Month [b]</b>	<b>[Foreign currency] [a*b]</b>	<b>[Local currency] [a*b]</b>				
<b>Phase IVa: Design Review</b>										
<b>KEY EXPERTS (Lead)</b> <i>(Bidders who exclude experts listed in Form TECH-6 will be considered non-responsive in line with ITC 7.2).</i>										
K-l										
K-n										
<b>Total Costs Key Experts (excluding taxes)</b>										
<b>Grand Total Phase IVa (Excluding Taxes)</b>										

**Cost Calculation and Invoicing in [EUR preferably]**

**Package B – Time Based Services**

(pursuant to the Consultant’s Bid; where applicable in the version subsequently negotiated)

<b>A. Reimbursables</b>							<b>Total prev. invoices (qty/amount)</b>	<b>This invoice (qty/ amount)</b>	<b>Total amount to date</b>	<b>Remain-ing budget</b>
<b>No.</b>	<b>Type of Other Expenses</b>	<b>Unit</b>	<b>Unit Cost (excluding taxes)</b>	<b>Quantity</b>	<i>[Foreign currency – as in FIN-2]</i>	<i>[Local Currency – as in FIN-2]</i>				
<b>Phase IVa, IVb and V</b>										
I	Per diem allowances Expatriate personnel									
	Kenya	Day		400						
	Africa	Day		40						
	Europe	Day		200						
	Asia	Day		400						
	North America	Day		40						
	Middle East	Day		200						
	Oceania	Day		200						
	Per diem allowances for Consultant’s Site	Day		300						

	Key Experts within Employer’s Country								
	International flights								
	Europe - Kenya	Return Trip		20					
	North America- Kenya	Return Trip		20					
	Oceania - Kenya	Return Trip		20					
	Europe - Asia	Return Trip		50					
	North America to Asia	Return Trip		20					
	Oceania- Asia	Return Trip		20					
	Kenya - Asia	Return Trip		20					
	Europe – Middle East	Return Trip		20					
	North America- Middle East	Return Trip		20					
	Oceania – Middle East	Return Trip		20					



**Annex 8**

	Kenya – Middle East	Return Trip		20					
<b>Phase IVb and V</b>									
	Communication costs	Month		60					
	Reproduction of reports	Lump Sum		1					
	Local vehicular transport costs for all site staff	Month		60					
	Office Administration costs	Month		60					
	Site Office equipment costs	Lump Sum		1					
	Site inspectors	Month		60					
	Provisional Sums	Lump Sum		1	500,000				
	Insurances	Lump Sum		1					
	Medical cover for Consultant's Site Personnel	Lump Sum		1					
<b>Total Cost (exclusive of tax)</b>									

**ANNEX 9**  
**The Consultant's Bid**

## **ANNEX 10**

### **Advance Payment Guarantee**

**Beneficiary:** *[Insert name and Address of Employer]*

**Date of issue :** *[Insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name and address of Consultant, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the **Consultant**”) has entered into Contract No. *[insert reference number of the Contract]* dated *[insert Contract date]* with the Beneficiary, for the execution of *[insert object of the Contract and brief description of the contractual content]* (hereinafter called “the **Contract**”). Furthermore we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount and currency in words and figures]*<sup>57</sup>, representing *[insert percentage in words and figures]* percent of the Contract price is to be made against an advance payment guarantee.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[insert guarantee amount and currency in words and figures]* upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

The advance payment guarantee shall come into force and effect as soon as the advance payment has been credited to the Consultant on its account. Minor deductions of the above mentioned amount notably due to bank fees shall have no effect on the entry into force.

In the event of any claim under this guarantee, payment shall be effected to *[Insert the account of the Beneficiary on which payments are to be made]*, for the account of *[Insert name of the Beneficiary and the Beneficiary’s country]*.

This guarantee shall be automatically reduced pro rata in accordance with the payments performed by the Guarantor hereunder and expire not later than *[insert expiry date]*.

Any demand for payment must be received by us at this office on or before that date by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

*[As preferred option regarding guarantee rules insert: This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]*

*[In the case the issuing bank will not add the preferred option, insert: This guarantee is governed by the law of [insert country of jurisdiction where the bank’s branch issuing the guarantee or corresponding bank is physically located].*

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<sup>57</sup> This guarantee must be issued in the Contract currency only.

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Place, date

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Guarantor's authorised signature(s)

*Note: All italicised text (including footnotes) is for use in preparing this form and shall be deleted from the final version.*