



**REQUEST FOR PROPOSAL  
FOR PROVISION OF EXTERNAL INFORMATION SYSTEM  
AUDIT**

**GDC/ARC/RFP/003/2019:2020**

**CLOSING DATE & TIME: 23<sup>RD</sup> SEPTEMBER, 2019 AT 2.00PM (1400HRS)**

**Geothermal Development Company  
Ltd (GDC)  
P.O. Box 100746-00101  
NAIROBI  
Tel: +254 719 036000;  
020 2427516  
Website: [www.gdc.co.ke](http://www.gdc.co.ke)**

## TABLE OF CONTENTS

		Page
INTRODUCTION .....		1
SECTION I.	Letter of Invitation .....	3
SECTION II.	Information to consultants.....	5
	Appendix to information to Consultants.....	12
SECTION III	Technical Proposal .....	15
SECTION IV.	Financial Proposal .....	26
SECTION V	Terms of Reference .....	34
SECTION VI.	Standard Forms of Contract .....	35
ANNEXES:		
	Annex I. Large Assignments: Lump-Sum Payments .....	
	Annex II. Large or Small Assignments: Time-Based Payments	
	Annex III. Small Assignments: Lump-Sum Payments .....	

## SECTION I - LETTER OF INVITATION

*Date: 3<sup>rd</sup> September, 2019*

TO: \_\_\_\_\_ (Name and Address of Consultants)

Dear Sir/Madam,

### **RE: REQUEST FOR PROPOSAL FOR PROVISION OF EXTERNAL INFORMATION SYSTEM AUDIT.**

1.1 The Geothermal Development Company (GDC) invites proposals from eligible consultant firms with capacity to undertake the above external information system audit.

1.2 The request for proposals (RFP) includes the following documents:

- Section I - Letter of invitation
- Section II - Information to consultants  
Appendix to Consultants information
- Section III - Terms of Reference
- Section IV - Technical proposals
- Section V - Financial proposal
- Section VI - Standard Contract Form

1.3 Completed Request for Proposal documents shall be submitted in plain sealed envelopes clearly marked with the **RFP number** and **name** addressed to:

The Managing Director & CEO,  
Geothermal Development Company Limited  
P. O. Box 100746-00101  
**Nairobi, Kenya.**

1.4 And deposited in the tender box at GDC Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road Ground floor, on or **before September, 23<sup>rd</sup>, 2019 at 2.00pm (1400 hours).**

1.5 Upon receipt, please inform us  
(a) that you have received the letter of invitation  
(b) whether or not you will submit a proposal for the assignment

1.6 The Proposals will be opened immediately thereafter in the presence of Tenderers' or their representatives who choose to attend at GDC Kawi House Boardroom.

1.7 Late proposals will not be accepted.

## **MANAGER, SUPPLY CHAIN**

### **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

#### **Table of Contents**

	<b>Page</b>
2.1 Introduction	6
2.2 Clarification and amendment of RFP document	7
2.3 Preparation of Technical Proposal	7
2.4 Financial proposal	9
2.5 Submission, Receipt and opening of proposals	10
2.6 Proposal evaluation general	11
2.7 Evaluation of Technical proposal	11
2.8 Public opening and Evaluation of financial proposal	13
2.9 Negotiations	14
2.10 Award of Contract	15
2.11 Confidentiality	16
2.12 Corrupt or fraudulent practices	16

## SECTION II: - INFORMATION TO CONSULTANTS (ITC)

### 2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The tender document shall be free of charge
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge.

## **2.2 Clarification and Amendment of RFP Documents**

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

- 2.3.1 The Consultants proposal shall be written in English language
- 2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
  - (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
  - (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, **and be local residents or citizens of Kenya.**
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

**2.3.4** The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

**2.3.5** The Technical Proposal shall not include any financial information.

## 2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters),

and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

- 2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.
- 2.4.3 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## 2.5 **Submission, Receipt, and Opening of Proposals**

- 2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.
- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”.



Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

**2.6 Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows;

**2.7 Evaluation Criteria**

**2.7.1 Preliminary Evaluation**

Submit copies of the following **MANDATORY** documents (Yes/No)

No.	Requirement	Yes	No
1.	Attach a copy of Certificate of Incorporation/Registration in Kenya		
2.	Submit Tax Compliance Certificate valid at the time of opening. The certificate shall be verified form KRA Tax checker.		
3.	Duly filled Confidential Business Questionnaire		
4.	Dully Filled and Signed Declaration of Undertaking not to engage in corrupt fraudulent practice.		

NB: Bidders who will not meet the above requirement shall be declared non-responsive and will not proceed to technical evaluation stage below;

## 2.7.2 Technical Evaluation

No	Evaluation Criteria	Marks
<b>1.</b>	<b>Relevant experience of the firm’s consultants and their technical capability to carry out the assignment.</b>	<b>30</b>
<b>1.1</b>	i) Brief description of the firm; Description of consultancy/organization profile indicating the suitability to <b>carry out the specific assignment</b> ; including statement on its consultant’s experience to carry out this specific assignment.( 10 Mks)	
<b>1.2</b>	ii) The firm must have successfully implemented at least two (2) similar related projects/assignments in the last five (5) years. <b>Provide client contact address and details of each identified assignment.</b>  a) Provide the client list (at least two) showing the value of the assignment, the contact address for GDC verification (5 Mks each total of 10 Mks)  b) Provide copies of written and certified references from the above listed firms with telephone & email addresses clearly showing the assignment was successfully completed ( 5 Mks each total of 10 Mks)	
<b>2</b>	<b>Qualification and Competence of Key staff proposed for the assignment.</b> Provide detailed CV’s and copies of certificates of the experts that will undertake the audit assignment.	<b>30</b>
<b>2.1</b>	<b>Team (Functional) Lead:</b> <ul style="list-style-type: none"> <li>• University Master’s Degree in Business or IT ( 5mks)</li> <li>• SAP certification in at least one of these modules; FICO, MM, HCM, PS,PM, AIS, SAP Basis &amp; SAP ABAP ( 10 Mks)</li> <li>• Over 5 Years SAP Implementation experience within at least 2 public sector institutions in the last 5 years (5 Mks each total 10 mks)</li> <li>• Over 3 Years of proven audit experience ( 5 Mks)</li> </ul>	
<b>2.2</b>	<b>Other Team members: At least two</b> <ul style="list-style-type: none"> <li>• University bachelor’s degree in Business or IT( 2.5 mks each total of 5 Mks) </li> <li>• Relevant SAP certification ( 5 mks each total of 10 Mks)</li> <li>• Not less than 2 years’ experience ( 2.5 mks each total of 5 Mks)</li> <li>• Familiarity of public sector accounting and budgeting systems. ( 2.5</li> </ul>	<b>25</b>

	<p>mks each total of 5 mks)</p> <ul style="list-style-type: none"> <li>• Qualification in Certified Information Systems Auditors (CISA) (2.5 mks each total of 5 Mks)</li> </ul>	
3.	<p><b>Adequacy of Proposed work plan and methodology in responding to the TOR</b></p> <p>i) Provide Methodology in Understanding of and conformity to the Terms of Reference as provided. (5 mks)</p> <p>ii) Provide Methodology on Additional suggestions/comments and proposals on the TORs that add value to the assignment (5 mks)</p> <p>iii) Proposed Work Plan schedule of the assignment (5 mks)</p>	<b>15</b>
	<b>Total Points</b>	<b>100</b>
	The minimum technical score (St) required to pass is: <b>70 Points</b>	

Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix “ITC”.

The pass mark shall be a minimum technical score of **70 points**. A proposal shall be rejected at this stage if it does not attain this mark.

## **2.7 Public Opening and Evaluation of Financial Proposal**

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital will be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-  
 $Sf = 100 \times \frac{Fm}{F}$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T + p = I*) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 5 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

- 2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.10.6 To qualify for contract awards, the tenderer shall have the following:
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - (b) Legal capacity to enter into a contract for procurement
  - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
  - (d) Shall not be debarred from participating in public procurement.

## **2.11 Confidentiality**

- 2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

## **2.12 Corrupt or fraudulent practices**

- 2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.12.2 The procuring entity will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.12.3 Further a consultant who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Information to Consultants

*The following information for procurement of consultancy services and selection of Consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to Consultants.*

Clause Reference	
2.1	The name of the Client is: <b>Geothermal Development Company Ltd (GDC)</b> <b>P.O Box 100746 – 00101,</b> <b>Nairobi-Kenya</b>
2.1.1	The method of selection is: <b>Quality Cost Based Selection (QCBS)</b>
2.1.2	Technical and Financial Proposals are requested: <b>Yes</b>
	<b>The name of the Assignment is: PROVISION OF EXTERNAL INFORMATION SYSTEM AUDIT SERVICES</b>  <b>Objectives and description of the assignment are:</b> The objective of the SAP ERP audit/assurance review is to provide management with an independent assessment relating to the effectiveness of controls and security of the organization’s SAP ERP architecture.
2.1.3	A pre-proposal conference will be held: <b>yes</b>
	The name(s), address(es) and telephone numbers of the Client’s official(s) are: The Manager Supply Chain Geothermal Development Company Ltd (GDC) P.O Box 100746 – 00101, <b>Nairobi-Kenya</b> E-mail: <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> & <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a>  Copy to: The Manager Internal Audit Geothermal Development Company Ltd (GDC) P.O Box 100746 – 00101, <b>Nairobi-Kenya</b> <b>E-mail: <a href="mailto:gshitsama@gdc.co.ke">gshitsama@gdc.co.ke</a></b>  <b>NB:</b> Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than seven (7) days prior to the proposal submission date.

2.1.4	The Client will provide the following inputs: <i>(As specified in the TOR below)</i>
2.1.5	i) The estimated number of professional staff months required for each module for this assignment is as indicated in the TOR  ii) The minimum required experience of proposed professional staff is:[as per TOR below]
2.1.6	i) Training is a specific component of this assignment: <b>Yes</b> (ii) Additional information in the Technical Proposal includes: <b>None</b>
2.1.7	Taxes: Local tax liability, insurances  <b><u>Local Tax Liability</u></b> The financial proposal shall be inclusive of taxes.  <b><u>Insurance</u></b> The Consultant (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost, insurance against insurable risks.
2.3.1	The Consultants proposal shall be written in English language
2.4.5	The Proposal must remain valid for <b>120 days</b> after the submission date
2.5.2	Consultants must submit <b>an original</b> and <b>two (2)</b> additional copies of each proposal.
2.5.3	The proposal submission address is: <b>The Managing Director &amp; CEO Geothermal Development Company Limited P. O. Box 100746-00101 Nairobi, Kenya</b>  The inner and outer envelopes shall be clearly marked with the <b>Tender No. and Tender Description, ““GDC/RFP/ARC/003/2019-2020; RFP FOR PROVISION OF EXTERNAL INFOMARTION SYSTEM AUDIT and the statement: “DO NOT OPEN EXCEPT IN THE PRESENCE OF PROPOSAL OPENING COMMITTEE”.</b>  NB: The Technical and Financial proposal shall be placed in separate envelopes and sealed in an outer envelope clearly marked as indicated above. The Technical & Financial Proposal shall be submitted in separate envelopes. Only the technical proposal shall be opened during bid opening.  <b>NB: The Technical and Financial proposal shall be submitted <u>in separate envelopes</u> and sealed in an outer envelope clearly marked as indicated above.</b>
2.5.4	Proposals must be submitted no later than the following date and time: <b>September 23<sup>rd</sup>, 2019 at 1400HRS</b>



2.6.1	<p>The address to send information to the Client is:  <b>The Managing Director &amp; CEO</b>  <b>Geothermal Development Company Limited</b>  <b>GDC KAWI House, Ground Floor ,</b>  <b>P. O. Box 100746-00101</b>  <b>Nairobi, Kenya</b></p>
2.6.3	<p>The minimum technical score required to pass: <b>70Points</b></p>
2.7.1	<p>Alternative formulae for determining the financial scores is the following:  <b>The weights given to the Technical and Financial Proposals are:</b>  <b>T= 0.70</b>  <b>P= 0.30</b></p> <p>The formula for determining financial score is:  <math>SF=100 \times FM/F</math>, in which SF is the financial score, FM is the lowest price and F is the price of the proposal under consideration</p>
2.9.2	<p>The assignment is expected to commence Immediately after Contract Signing.</p>

## **SECTION III: - TECHNICAL PROPOSAL**

### **Notes on the preparation of the Technical Proposals**

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

## **SECTION III - TECHNICAL PROPOSAL**

### **Table of Contents**

	<b>Page</b>
1. Technical proposal submission form	23
2. Firms references	24
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity	26
4. Description of the methodology and work plan for performing the assignment	27
5. Team composition and Task assignments	29
6. Format of curriculum vitae (CV) for proposed Professional staff	30
7. Time schedule for professional personnel	32
8. Activity (work schedule)	33

# 1. TECHNICAL PROPOSAL SUBMISSION FORM

[\_\_\_\_\_ Date]

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_  
\_\_\_\_\_ [*Title of consulting services*] in accordance with your  
Request for Proposal dated \_\_\_\_\_ [*Date*] and our Proposal. We are  
hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial  
Proposal sealed under a separate envelope-*where applicable*].

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

We remain,

Yours sincerely,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

\_\_\_\_\_ [*Name of Firm*]

\_\_\_\_\_ [*Address:*]

## 2. FIRM'S REFERENCES

### Relevant Services Carried Out in the Last Five Years That Best Illustrate 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.

Assignment Name:	
Country	
Professional Staff provided by Your Firm/Entity(profiles):	
Location within Country:	
Name of Client:	
Clients contact person for the assignment.	
Clients contact information	
No of Staff-Months; Duration of Assignment:	
Start Date (Month/Year): Completion Date	
Approx. Value of Services (Kshs) (Month/Year):	
Name of Associated Consultants. If any: Consultants:	
No of Months of Professional Staff provided by Associated	
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	

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

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

**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

#### **4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task



**6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position:

---

Name of Firm:

---

Name of Staff:

---

Profession:

---

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies:

---

---

Detailed Tasks Assigned: \_\_\_\_\_

---

**Key Qualifications:**

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

---

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

---

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

---

**Certification:**

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member]

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of authorised representative of the firm]

Full name of staff member:  
\_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

**7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

**Months (in the Form of a Bar Chart)**

Name	Position	Reports Due/ Activities	Months (in the Form of a Bar Chart)												Number of months		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	
Activity (Work)													
_____													
_____													
_____													
_____													

### (b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report First Status Report Second Status Report	
3. Draft Report	
4. Final Report	

## **SECTION IV: - FINANCIAL PROPOSAL**

### Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

**SECTION IV - FINANCIAL PROPOSAL STANDARD FORMS**

**Table of Contents**

	Page
1. Financial proposal submission Form	34
2. Summary of costs	35
3. Breakdown of price/per activity	36
4. Breakdown of remuneration per activity	37
5. Reimbursables per activity	38
6. Miscellaneous expenses	39

# 1. FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ [ Date]

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) *[Title of consulting services]* in accordance with your Request for Proposal dated (\_\_\_\_\_) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]:*  
\_\_\_\_\_ *[Name and Title of Signatory]:*  
\_\_\_\_\_ *[Name of Firm] :*  
\_\_\_\_\_ *[Address]:*

## 2. SUMMARY OF COSTS

### FINANCIALS

Cost	Currency	Amount(s)
Subtotal		
Taxes		
<b>TOTAL Amount of Financial Proposal</b>		

## 3. BREAKDOWN OF PRICE PER ACTIVITY

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____				
Name: _____				
Names	Position	Input (staff months, days or hours as appropriate)	Remuneration Rate	Amount
Regular Staff (i) (ii) (iii)				
Consultants				
<b>Grand Total</b>				

#### 5. REIMBURSABLES PER ACTIVITY

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

No	Description	Unit	Quantity	Unit Price	Total Amount
1.	Air travel	Trip			
2	Road travel	Kms			
3.	Rail travel	Kms			
4.	Subsistence Allowance	Day			
	Grand Total				_____



## 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name:  
\_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____

## **SECTION V: - TERMS OF REFERENCE**

### **TERMS OF REFERENCE FOR PROVISION OF EXTERNAL INFORMATION SYSTEM AUDIT SERVICES**

#### **1.0 INTRODUCTION**

Geothermal Development Company (GDC) is 100% state-owned corporation registered under the Companies Act (CAP 486). It was incorporated in the year 2008 as a special purpose vehicle to accelerate the development of geothermal energy in Kenya. GDC falls under the Ministry of Energy & Petroleum (MOEP). The Company has offices in Nairobi, Naivasha and Nakuru towns with most of its operations in Menengai Caldera in Nakuru. Surface exploration activities are underway in the North-Rift areas of Baringo.

#### **2.0 LOCATION**

GDC has its headquarters at the Ministry of Energy Complex (Kawi House), South C, Nairobi, regional offices in Central Rift (Nakuru), North Rift (Baringo) and South Rift (Naivasha). GDC has an established management structure with a core team comprising accomplished experts in geothermal energy.

#### **3.0 OBJECTIVES OF THE ASSIGNMENT**

The objective of the SAP ERP audit/assurance review is to provide management with an independent assessment relating to the effectiveness of controls and security of the organization's SAP ERP architecture. In this respect the external auditor shall;

- a) Review and focus on effectiveness controls installed during system implementation of the relevant SAP ERP components and modules within the enterprise.
- b) Review all the security features, evaluate its effectiveness and advise on implementation

- c) Perform controls maturity analysis: Assess how GDC's systems Practices within SAP compare to international best practices.
- d) Assess the current level of knowledge and skills of the trainees in the audit department identify both the knowledge gaps and the expected skills trainees lack so that the training content will be built based on those specific needs (gap analysis).
- e) Facilitate training for the audit staff in application controls audit
- f) Conduct on the job training for 14 auditors in application controls and the use of CAATs in gathering audit evidence.

In planning and carrying out the information system audit, the external auditor is expected to identify non-compliance issues in the internal processes of the Company.

#### **4.0 SCOPE OF THE EXTERNAL INFORMATION SYSTEM AUDIT**

The External information system Audit will cover the following areas;

- a) Financial Accounting (FI),
- b) Controlling (CO),
- c) Material Management (MM),
- d) Human Capital Management (HCM) including Medicare,
- e) Project Management (PS),
- f) Plant Maintenance (PM),
- g) Audit Information System (AIS)
- h) Technical Modules: SAP Basis & SAP ABAP.

#### **5.0 CONDUCT OF THE EXTERNAL INFORMATION SYSTEM AUDIT**

The external information system audit will be carried out at the GDC Head Office in Kawi House, South C, Nairobi and the regional offices in Naivasha and Nakuru. The External Auditor will report to Manager Internal Audit and the department will facilitate administrative functions of the audit.

The External Auditor will be required to develop an audit program and implement the same after appropriate approval. The External Auditor will be required to specify clearly the professional staff required for the assignment.

The services to be provided by the information systems audit exercise are expected to commence immediately the contract is signed or as may be agreed by the Auditor and the Company.

### **5.1 Professional requirement to be provided by the External Auditor**

Provide detailed CV's and copies of certificates of the members that will undertake the audit of the proposed team as below:

Team (Functional) Lead:

- University Master's Degree in Business or IT
- SAP certification in at least one of these modules; FICO, MM, HCM, PS,PM, AIS, SAP Basis & SAP ABAP
- Over 5 Years SAP Implementation experience within at least 2 public sector institutions
- 3 Years proven audit experience

Other Team members:

- university bachelor's degree in Business or IT
- Relevant SAP certification
- Not less than 2 years' experience
- Familiarity of public sector accounting and budgeting systems.
- Qualification in Certified Information Systems Auditors (CISA)

The experience and capabilities of the proposed staff will be considered in evaluating the firms overall ability to deliver.

### **5.2 External Information system Audit Tasks**

The Manager, Internal Audit will be available to clarify any matters that may arise during the audit. The External Auditor will be required to prepare an inception report on the process of carrying out its work. The External Auditor will also prepare a work plan, scope of work and audit program for discussion and approval by the Company.

The external audit exercise will commence immediately upon signing of the contract or as may be agreed by the Auditor and the Company.

### 5.3 **Duration of the External Audit**

The duration of this audit assignment is approximately 3 months.

### 5.4 **Request for Proposal**

The prospective External Auditor should provide together with their proposal the proposed methodology of conducting the Information system audit. A tentative schedule of the expected activities and how they will be conducted should be provided. The costing of the proposal should be against man-hours of time expected to be spent on carrying out the identified activities and against any reimbursable costs incurred.

## 6.0 **INDEPENDENCE, CONFIDENTIALITY, ACCESS TO INFORMATION AND CONDUCT BY THE EXTERNAL AUDITOR**

All the external information system audit activities shall remain free of influence by any element in GDC, including matters of audit selection, scope, procedures, timing and report content, to permit maintenance of an independent and objective process.

The External Auditor shall respect the confidential nature of GDC information and shall use such information with discretion and only in so far as it is relevant to reach an external audit opinion. The External Auditor shall conduct the audit with absolute confidentiality of GDC's information and shall not disseminate any information to third parties without prior approval from GDC.

The External Auditor shall have unrestricted, direct and prompt access to all records, officials or personnel holding any contractual status and to all the premises and properties of GDC.

## 7.0 **OTHER RESPONSIBILITIES OF THE EXTERNAL AUDITOR**

The External Auditor shall be responsible for own office, transportation, equipment, supplies, investigation, secretarial services and everything as necessary for the satisfactory execution and completion of the information system audit.

## 8.0 **RESPONSIBILITIES AND OBLIGATIONS OF THE CLIENT**

While working at GDC offices, GDC shall provide working space for the External Auditor. GDC shall provide and supply all pertinent information, documentation and records that will be required for the conduct of the audit.

GDC will facilitate the External Auditor to obtain explanations and information as required for delivering the audits.

## 9.0 **SENSITIZATION & TRAINING**

The external auditor shall conduct training for the Internal Audit staff in GDC Naivasha office.

## 10.0 **TERMS OF PAYMENT**

- The Purchaser shall upon execution of this Agreement issue a Contract/LPO for the - consultancy services.
- The credit period shall be thirty (30) days upon receipt of certified invoices and deliverables confirming that the invoiced services have been rendered in accordance with the contract.
- Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer of the contract.
- Advance Payment shall not apply.
- No interest on delayed payments.
- 

## 11.0 **DELIVERABLES**

The External Auditor is expected to provide the following key deliverables;

### 11.1 **Inception Meeting**

This meeting will be held at least five (5) days after signing of the contract.

### 11.2 **Inception Report**

This report will be submitted immediately after the inception meeting and it will detail the scope of audit, extent of deployment, resources required during the audit and any other matters relating of the external audit.

### 11.3 **External Information system Audit Work Plan**

The work plan will be submitted for discussion and approval during the Inception Meeting.

**11.4 External Information system Audit Strategy**

This will be submitted along with the Inception Report for discussion and approval by GDC.

**11.5 Closing Meeting**

This meeting will be held at not later than five (5) days after the external audit exercise.

**11.6 Preliminary Report**

The preliminary report will be submitted to GDC three (3) to seven (7) days after each external audit exercise for discussion and approval.

**11.7 Final Report**

The final audit report will be submitted to GDC at least three (3) days after approval of each preliminary report.

The report shall be submitted in both soft and hard copy

**12.0 IMPROVEMENT OF TERMS OF REFERENCE**

The consultant may offer suggestions and improvements in the Terms of Reference, which he considers would result in better implementation of the service. Such proposals if accepted will form part of the Terms of Reference of the proposals submitted by the consultant. The effect on time and cost estimates given under the above clause shall be clearly identified.

**SECTION VI:**  
**STANDARD FORM OF CONTRACT**  
**FOR**  
**CONSULTING SERVICES**



**CONTRACT FOR CONSULTANT'S SERVICES**

**Large Assignments (Lump-Sum Payments)**

between

---

*[name of the Client]*

AND

---

*[name of the Consultant]*

Dated: \_\_\_\_\_ *[date]*

## FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the \_\_\_\_\_)day of the month of \_\_\_\_\_ [month], [year], between \_\_\_\_\_, [name of client] of [or whose registered office is situated at ] \_\_\_\_\_ [location of office] (hereinafter called the "Client") of the one part AND

\_\_\_\_\_ [name of consultant] of [or whose registered office is situated at] \_\_\_\_\_ [location of office] (hereinafter called the "Consultant") of the other part.

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Sub consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of \_\_\_\_\_ *[name of client]*

*[full name of Client's authorised representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

For and on behalf of \_\_\_\_\_ *[name of consultant]*

*[full name of Consultant's authorized representative]* \_\_\_\_\_

*[title]* \_\_\_\_\_

*[signature]* \_\_\_\_\_

*[date]* \_\_\_\_\_

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:

- a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- b) **“Contract”** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- c) **“Contract Price”** means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- d) **“Foreign Currency”** means any currency other than the Kenya Shilling;
- e) **“GC”** means these General Conditions of Contract;
- f) **“Government”** means the Government of the Republic of Kenya;
- g) **“Local Currency”** means the Kenya Shilling;
- h) **“Member”**, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; **“Members”** means all these entities, and **“Member in Charge”** means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- i) **“Party”** means the Client or the Consultant, as the case may be and **“Parties”** means both of them;
- j) **“Personnel”** means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

- k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

**1.2 Law Governing the Contract** This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.

**1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

**1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

**2.2** The Consultant shall begin carrying out the Services thirty (30)

**Commencement of Services** days after the date the Contract becomes effective or at such other date as may be specified in the SC.

**2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.

**2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

## **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure

**2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

**2.6.1 By the Client** The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in

this Clause;

- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes insolvent or bankrupt;
- (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

**“corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

**“fraudulent practice”** means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

**2.6.2 By the Consultant** The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not

subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or

- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub consultants or third parties.

### **3.2 Conflict of Interests**

#### **3.2.1 Consultant Not to Benefit from Commissions Discounts,**

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this



**Etc.**

Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

- (ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

**3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub-consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services

**3.2.3 Prohibition of Conflicting Activities**

Neither the Consultant nor his sub-consultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) after the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality** The Consultant, his sub-consultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client

**3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions; entering into a subcontract for the performance of any part of the Services,

(a) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants").

**3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof.

The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

#### **4. CONSULTANT'S PERSONNEL**

**4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

**4.2 Removal and/or Replacement Of Personnel** (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of

equivalent or better qualifications.

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE CLIENT**

**5.1 Assistance and Exemptions** The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

**5.2 Change in the Applicable Law** If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities** The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

## **6. PAYMENTS TO THE CONSULTANT**

**6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price** a) The price payable in foreign currency is set forth in the SC.
- b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

## **7. SETTLEMENT OF DISPUTES**

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.



### III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i)	The Member in Charge is [Godfrey Shitsama - <i>Manager, Audit Risk &amp; Compliance</i>
1.4	<p>The addresses are:</p> <p>Client: <b>Geothermal Development Company</b></p> <p>Attention: Godfrey Shitsama</p> <p>Telephone: 0719037000</p> <p>Email: gshitsama@gdc.co.ke</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Telephone: _____</p> <p>email: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultant: _____</p>
2.1	<p>The date on which this Contract shall come into effect is <b>immediately after contract signing</b></p> <p><i>Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee</i></p>
2.2	<p>The date for the commencement of Services is_ <b>immediately after contract signing</b></p>

2.3 The period shall be **Five (5) Weeks**

3.4 The risks and coverage shall be:

(i) Professional Liability **NA**

(ii) Loss of or damage to equipment and property **N/A**

**4.0 Payments terms:**

GDC payment terms are within 30 days upon the receipt of certified invoices and delivery notes confirming that the invoiced materials and services has been delivered and performed in accordance with the contract.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

*Part 1 – General:*

Business Name  
 .....

Location of business premises.  
 .....

Plot No..... Street/Road  
 .....

Postal Address ..... Tel No. .... Fax ..... E  
 mail .....

Nature of Business  
 ,.....

Registration Certificate No.  
 .....

Maximum value of business which you can handle at any one time – Kshs. ....  
 .....

Name of your bankers ..... Branch  
 .....

Part 2 (a) – Sole Proprietor		
Your name in full .....	Age .....	
.....		
Nationality .....	Country of origin .....	
.....		
<ul style="list-style-type: none"> <li>• Citizenship details                      .....</li> <li>.....</li> <li>•</li> </ul>		
Part 2 (b) Partnership		
Given details of partners as follows:		
Name	Nationality	Citizenship Details
Shares		
1.	.....	
	.....	
2.	.....	
	.....	



- 3. ....
- 4. ....

**Part 2 (c) – Registered Company**

Private or Public

.....  
 .....

State the nominal and issued capital of company-

Nominal Kshs. ....

Issued Kshs. ....

Given details of all directors as follows

	Name	Nationality	Citizenship Details
Shares			
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
5	.....	.....	.....

Date ..... Signature of Candidate

.....

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

## **DECLARATION OF UNDERTAKING**

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project.

We will inform our staff about their respective obligations and about their obligation to fulfill this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

(Name of company)

(Signature(s))