



**REQUEST FOR PROPOSAL
PROVISION OF PRE-FEASIBILITY STUDY FOR
ESTABLISHMENT OF INDUSTRIAL/HEAT PARK NEAR THE
MENENGAI GEOTHERMAL FIELD**

GDC/DU/RFP/037/2016:2017

CLOSING DATE & TIME: 24TH February 2017 AT 2.00PM (1400HRS)

**Geothermal Development
Company Ltd (GDC)
P.O. Box 100746-00101
NAIROBI
Tel: +254 719 037000;
Website: www.gdc.co.ke**

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SECTION I- LETTER OF INVITATION

Date: 8TH February 2017

TO: _____ (Name and Address of Consultants)

Dear Sir/Madam,

RE: REQUEST FOR PROPOSAL FOR PROVISION OF PRE-FEASIBILITY STUDY FOR ESTABLISHMENT OF INDUSTRIAL/HEAT PARK NEAR THE MENENGAI GEOTHERMAL FIELD

1.1 The Geothermal Development Company (GDC) invites proposals from shortlisted firms with capacity to undertake the above feasibility study.

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

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 located at Kawi house, South C, off Mombasa Road, Red cross Road ground floor on or **before February 24th 2017 at 2.00Pm.**

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 the Tenderers' or their representatives who choose to attend at GDC Kawi House South C ground floor boardroom.

Late proposals will not be accepted.

MANAGER, SUPPLY CHAIN

SECTION II – INFORMATION TO CONSULTANTS (ITC)

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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, preferably working under conditions similar to those prevailing in 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 Consultant 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 120 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**” .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 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 Technical Evaluation Criteria

Technical Evaluation Criteria		Points
1	Relevant experience of the firm and technical capabilities to carry out the assignment	30mks
1.1	i) Brief description of the firm; Description of consultancy/organization profile indicating the suitability to carry out the specific assignment; including statement on experience in geothermal/energy industry, in design of industrial/heat parks and technical capabilities and resources to carry out this specific assignment. (10mks)	
	ii) The firm must have successfully implemented at least two similar projects/assignment in the last five (5) years in geothermal/energy sector Provide client reference letters, contact address and evidence of for each identified assignment. (10mks each)	
2	Qualifications and competence of the key staff proposed for the assignment	45mks
2.1	Human Resource Capacity (<i>Attach documentary evidence i.e. CV's</i>) (i) Lead Consultant as per TOR requirement with; (a) Academic Qualification (2mks each) (b) Registration with Engineers/Scientist relevant board (3mks each) (c) Specific Experience (3mks each)	
	ii) Provide CV's of other key staff that include Geothermal Expert, Land Expert, Business Analyst and Environmental Management Expert as per TOR with the following; a) Academic Qualification (2mks each) b) Registration with relevant body (3mks each)	

	c) Specific Experience (3mks each)	
	iii) Other Support staff proposed (5mks)	
3	Adequacy of Proposed work plan and methodology in responding to the ToR	20mks
3.1	i) The bidder shall propose his work plan, technical approach and methodology on how work shall be executed. (10mks) ii) Understanding and additional suggestions and proposals to the Terms of Reference as provided. (10mks)	
4.2	Suitability of the transfer of knowledge as per the TOR	5mks
	TOTAL	100

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:-
 $Sf = 100 \times FM/F$ 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 = 1*) 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 30 days 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:: Geothermal Development Company Ltd (GDC) P.O Box 100746 – 00101, Nairobi-Kenya
2.1.1	The method of selection is: Quality Cost Based Selection (QCBS)
2.1.2	Technical and Financial Proposals are requested: Yes
	The name of the Assignment is: RFP for Provision of Pre-Feasibility Study for Establishment of Industrial/Heat Park near the Menengai Geothermal Field. Objectives, and description of the assignment are: Carry Out a Pre-Feasibility Study for Establishment of Industrial/Heat Park near the Menengai Geothermal Field.
2.1.3	A pre-proposal conference will be held: No
	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, Nairobi-Kenya E-mail: procurement@gdc.co.ke dkyaka@gdc.co.ke ; pkapto@gdc.co.ke Copy to: The Manager Direct use & South Rift Region Geothermal Development Company Ltd (GDC) P.O Box 100746 – 00101, Nairobi-Kenya E-mail: mmburu@gdc.co.ke NB: 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: (As specified in the TOR below)
2.1.5	<p>i) The estimated number of professional staff months required for each module for this assignment is as indicated in the TOR</p> <p>ii) The minimum required experience of proposed professional staff is:[as per TOR below]</p>
2.1.6	<p>i) Training is a specific component of this assignment: Yes</p> <p>(ii) Additional information in the Technical Proposal includes: None</p>
2.1.7	<p>Taxes: Local tax liability, insurances</p> <p><u>Local Tax Liability</u> The financial proposal shall be inclusive of taxes.</p> <p><u>Insurance</u> 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.</p>
2.3.1	The Consultants proposal shall be written in English language
2.3.2	The tender must be accompanied by a an original bid security of Ksh 100,000 in the form of a bank or insurance guarantee.
2.4.5	The Proposal must remain valid for 120 days after the submission date
2.5.2	Consultants must submit an original and two (2) additional copy of each proposal (Technical and Financial Proposal)
2.5.3	<p>The proposal submission address is: The Managing Director & CEO Geothermal Development Company Limited GDC Kawi House South C , P. O. Box 100746-00101 Nairobi, Kenya</p> <p>The inner and outer envelopes shall be clearly marked with the Tender No. and Tender Description, “GDC/DU/RFP/037/2016-2017; RFP FOR PROVISION OF PRE-FEASIBILITY STUDY FOR ESTABLISHMENT OF INDUSTRIAL/HEAT PARK NEAR THE MENENGAI GEOTHERMAL FIELD and the statement: “DO NOT OPEN EXCEPT IN THE PRESENCE OF PROPOSAL OPENING COMMITTEE”.</p> <p>NB: The Technical and Financial proposal shall be placed in separate</p>

	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.
2.5.4	Proposals must be submitted no later than the following date and time: Friday February 24th, 2017 at 2.00Pm
2.6.1	The address to send information to the Client is: The Managing Director & CEO Geothermal Development Company Limited GDC Kawi House, South C , P. O. Box 100746-00101 Nairobi, Kenya
2.6.3	The minimum technical score required to pass: 70Points
2.7.1	Alternative formulae for determining the financial scores is the following: The weights given to the Technical and Financial Proposals are: T= 0.80 P= 0.20 The formula for determining financial score is: SF=100 X FM/F, in which SF is the financial score, FM is the lowest price and F is the price of the proposal under consideration
2.9.2	The assignment is expected to commence Immediately after Contract Signing

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

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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:

Date of Birth:

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	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

[1st, 2nd, etc, are months from the start of assignment)

	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 ^t h	11 ^t h	12 ^t h	
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

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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

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		<hr/>

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)				
Consultants				
Grand Total				_____

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 PRE-FEASIBILITY STUDY FOR ESTABLISHMENT OF INDUSTRIAL/HEAT PARK NEAR THE MENENGAI GEOTHERMAL FIELD

1. INTRODUCTION

The Government of Kenya (GoK) incorporated the Geothermal Development Company Ltd (GDC) in December 2008 as a special purpose company fully funded by the government as part of a strategy to fast-track the geothermal development in the country.

GDC's is mandated with develop of geothermal resources in the country through exploration, appraisal and production drilling, steam-field development and management and to promote utilization of geothermal energy for direct use applications.

To promote and market direct uses of geothermal energy, GDC in collaboration with USAID undertook studies to establish the appropriate uses of geothermal energy which can be beneficial to the various localities in Kenya, (USAID, et al). The outcome of the studies was setting up of four direct use demonstration projects in Menengai to showcase the technology. The demo projects have proved to be a useful marketing tool for the technology with many potential investors in milk pasteurization, textile processing, drying processes and greenhouse heating approaching GDC with need to invest in the technology.

For efficient utilisation of geothermal energy for direct use applications, and to ensure economic viability of the projects, GDC plans to undertake a pre-feasibility study to assess the viability of and requirements of setting up an industrial/heat park near the Menengai geothermal project where both electrical and thermal energy will be availed. GDC wishes to engage a reputable company/consortium to undertake the study.

2. BACKGROUND

Menengai geothermal project is located in the outskirts of Nakuru Town, about 180 Km west of Nairobi. Drilling of geothermal wells has been ongoing since 2010 and about 150 MWe has been proven. GDC has contracted three (3) IPPs to construct three power plants, 35 MWe each under Phase 1 and the plants are expected to be commissioned in 2018. On commissioning, about 200 kg/s of brine at 160 °C will be available part of which can be used as source of electrical and thermal energy for the industrial park. Also, there are a few low enthalpy wells which have been drilled in Menengai, which are a potential source of energy for the direct use applications at the industrial park.

Large pieces of public and private land exist near the Menengai geothermal field which can be acquired for setting up the industrial park. It is for this reason that GDC is initiating study to evaluate the viability of such a park and the requirements. GDC does not have the technical expertise to undertake the study and therefore intends to hire the services of a reputable company/consortium

3. OBJECTIVES OF THE PRE-PRE-FEASIBILITY STUDY

GDC intends to engage the services of a reputable organisation (or a consortium) to:

- Undertake a detailed pre-feasibility study of the establishment of an industrial/heat park in the Menengai Geothermal Field
 - i. From the study findings, prepare a detailed concept of the park, with estimates of the size, suitable location, the energy costing, GDC's and investors roles and responsibilities
 - ii. Evaluate the technical, economic, social and environmental viability of an industrial/heat park at the vicinity of the Menengai Geothermal Field.

4. SCOPE OF WORK

4.1. Evaluate the viability of the concept

- The consultant is required to:
 - Undertake a survey on the industrial park concept from the potential investor to seek views on such aspects as (but not limited to), land, energy, market, water, labour requirements.
 - Conceptualize the park by deciding which industries to host, and then seek the market interest to take up the spaces.

NB: The above two approaches to be compared and contrasted and a decision will be made based on the findings.

- Size of the park considering land availability and future expansions
- Who should invest on the park (GDC, national or county government)
- Set up of the park

4.2. Evaluation of available data

- Energy availability from the geothermal brine from power plants and low enthalpy wells
- Energy transmission
- Energy costing (both electrical and thermal)
- Efficient use of the available energy (cascading of thermal energy)
- Geothermal fluid parameters and their effect on the energy utilisation
- Other geothermal by-products that can be used in the park

4.3. Infrastructure development

Consider the following infrastructure requirements at the park

- Geothermal fluids (steam and brine) delivery and reinjection system
- Electricity
- Water
- Roads network
- Waste disposal
- ICT

- Brine reinjection

4.4. Stakeholders

Consultant shall engage all the stakeholders. This will ensure buying-in of the project getting opinion leaders views. Such are

- National and county governments
- Energy sector players
- Potential investors
- Local communities

4.5. Potential investors

The consultant to consider and recommend potential investors for energy and other geothermal by-products.

- Their energy requirements-both electrical and thermal
- Thermal energy costing
- Contracts agreements required
- Community involvement
- Other key requirements such as land, energy, environment, market

4.6. Legal and regulatory considerations

The consultant to evaluate document all the legal and regulatory requirements of such an establishment

4.7. Industrial/heat zoning

The consultant shall provide a cascaded preliminary design of industrial/heat zoning based on temperature requirements, type of industry, environmental considerations, ease of operation and any other considerations for location.

4.8. Business model

The consultant shall propose a business model for the project taking into consideration the supply and demand side.

- Role of the key players such as (but not limited to) GDC, investors, local and national government, local communities etc.
- Park administration and management

4.9. Financial analysis

Based on the findings of the pre-feasibility study, the consultant shall establish the bankability of the project by taking into consideration the following:

- a. Infrastructure costs
- b. Cost of land- (buy or lease)
- c. Operation and maintenance costs;
- d. Financing options;
- e. Cost of energy (electrical and thermal energy) - depending on the quality.

The consultant to explore all options:

- 1) The investor partnering with the county government
- 2) Where an external investor solely finances the project.

4.10. Other Raw Materials that can be useful at the park

Geothermal resources have other by-products such as minerals, gases ars that can be used at the park. These also need to be evaluated for viability of use.

4.11. Project concept

If the project is found to be feasible, the consultant shall develop a project concept showing size of the park, suitable location, industrial/heat zoning and heating system as well as other appropriate considerations.

5. TIME SCHEDULE AND CORE PROFESSIONAL STAFF

The entire assignment should be undertaken in not more than **sixteen (16) weeks** from the award of contract. Any deviation from this period has to be negotiated, justified and agreed upon before commencement of the study.

5.1. Professional Capability

The teams shall submit adequate information to demonstrate their technical capability in terms of qualification and experience of the staff to cover all the disciplines included. The information which should be brief should include:

- a. Statements of qualifications, competencies and relevant experience of key staff proposed for the assignment. The key competencies are
 - ✓ Geothermal energy technology
 - ✓ Business analyst
 - ✓ Economics

Other relevant professions are

- ✓ Environment
 - ✓ Social
 - ✓ Legal
- b. Statements of any specific experience of the consultant in geothermal industry, or other energy related projects
 - c. Statements of any specific experience of the consultant in design of industrial/heat parks
 - d. Any other relevant information in support of professional capability
 - e. Minimum required experience of the professional staff proposed for the project shall be:
 - I. Fifteen (15) years of experience in the relevant area of specialization for the team leader
 - II. Ten (10) years of experience in the area of discipline for the other key professional staff
 - III. Five (5) years of experience in relevant area of discipline for the proposed assistant professional staff

5.2. Team's Capability

The team's professional capability to undertake the assignment shall be evaluated on the basis of the following criteria:

a. Lead consultant

This position will entail both management and technical skills. The Lead consultant(s) must possess a degree in Energy Engineering/Science, or other related field. He/she must be registered as an Engineer by the Engineers Registration Board, or a Scientist who is a member of a body of Registered Geothermal Professionals. The position requires an experience of at least 15 years of post-registration, five (5) of which should be in a senior position.

b. Geothermal Expert(s)

This position will entail technical designs and advise on geothermal systems. The expert must possess a degree in Geothermal Engineering and must be a member of Registered Body of Geothermal Professionals. The position requires an experience of at least 10 years of post-registration.

c. Land Economist

The Land Economist must possess a degree in Land Economics, Quantity Surveying or equivalent qualifications and be registered as a Land Economist by Valuers Registration Board or a Quantity Surveyor registered by the Board of Registration of Architects and Quantity Surveyors. The position requires an experience of at least 10 years of post-registration.

d. Business Analyst

The Business Analyst must possess a degree in Business Management, or other related fields and must be a member of Registered Body of business professionals. The position requires an experience of at least 10 years of post-registration

e. Environment Management Expert

The Environment Management Expert must possess a degree in Environmental Science or other related fields and must be a member of Registered Body of Environment Professionals. The position requires an experience of at least 10 years of post-registration

f. Other Professionals Relevant to the Project

Other professionals involved in the pre-feasibility study must be relevant and a detailed explanation of their role must be clearly shown

NB: The company or consortium must have done at least two similar jobs in the last 5 years

6. PRESENTATION AND REPORTING

6.1. Inception Report

Within fourteen (14) days after commencement of contract (or as may be agreed), the consultant shall provide in an editable electronic format an Inception Report detailing the proposed work plan responding to all areas of the scope of work. The work plan shall show timelines, methodology to be used for each activity and staff engagement leading to achievement of the entire scope of work.

6.2. Draft Reports

At a time to be agreed upon, the consultant shall submit in an editable electronic format the Draft Pre-feasibility Study and Draft project concept if the project is found feasible.

6.3. Review Workshop

At the end of the study, the consultant shall prepare and present the results in a review workshop after preparing the draft reports. The workshop shall have participation of GDC staff and the consultant among others. The consultant shall subsequently address any concerns raised in the workshop in their final report

6.4. Final Pre-feasibility Study Report and project concept

One month from the end of the review workshop, the consultant shall submit seven (7) copies each,

- Project concept Report

- Final Pre-feasibility Study Report and the.

The consultant will arrange for orderly and timely transfer of all intellectual property accruing from the project to GDC who remain the owners of the same and retain the right to use it at will without further reference to the consultant or any other party except where specifically agreed. This will include data, calculations and reports. The property will be provided in both hard and soft (in CD's) format.

7. TRANSFER OF KNOWLEDGE

The consultant shall be expected to transfer the following skills to GDC's Project Team members:

7.1. Pre-feasibility study

The consultant will be required to train at GDC offices at least four (4) GDC Staff of graduate level on the parameter of a pre-feasibility study. The consultant shall ensure that the trainees can competently conduct a pre-feasibility study of this nature.

7.2. Financial and Economic Analysis

The consultant will be required to train at GDC offices at least four (4) GDC staff of graduate level on financial and economic analytical techniques and principles. The staff will be drawn from engineering, scientific and economics backgrounds. The training will be done before the consultant begins to perform related works so that some members of the trained team can participate in the study.

8. FACILITIES AND COUNTERPART PERSONNEL/CLIENTS INPUTS

8.1. Office & Stationery

The consultant is made aware that the provision of the following facilities/services will be his responsibility:

- The provision of accommodation and office facilities/equipment
- The provision of all transport arrangements
- Medical arrangements.

8.2. Counterpart Personnel

GDC will not provide any counterpart staff. However, the following category of staff will work with the consultant for knowledge transfer:

- 1) Scientists
- 2) Engineers
- 3) Economists

The consultant may assign duties to such staff but he retains responsibility for delivery of all services under his scope.

9. IMPROVEMENT OF TOR

The consultant may offer suggestions and improvements in the 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 proposals submitted by the consultant. The effect on time and cost estimates given under the above clause shall be clearly identified.

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))

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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 addressTel No.Fax Email.....
 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.....			
	Citizenship details			
	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. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

7 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 fulfil 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))

8.4 TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) Fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] *(Amend accordingly if provided by Insurance Company)*

