



**REQUEST FOR PROPOSAL FOR GEOTHERMAL
ADVISORY BOARD (GAB) CONSULTANCY SERVICES
FOR GEOTHERMAL DEVELOPMENT COMPANY LTD
FOR A PERIOD OF TWO (2) YEARS**

GDC/GRD/GRA/RFP/003/2020-2021

CLOSING DATE & TIME: 8th October, 2020 AT 1400HOURS

Geothermal Development Company Limited (GDC)
P.O. Box 100746-00101
Kawi House South C,
NAIROBI
Tel: +254 719 037000;
Website: www.gdc.co.ke

PROVISION OF GEOTHERMAL ADVISORY BOARD CONSULTANCY SERVICES

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SECTION I- LETTER OF INVITATION

To [name and address of expert]

Date: 8th September, 2020

Dear Sir/Madam,

RE: INVITATION TO SUBMIT PROPOSALS FOR GEOTHERMAL ADVISORY BOARD (GAB) CONSULTANCY SERVICES

1.1 The Geothermal Development Company Ltd invites proposals for provision of **Geothermal Advisory Board (GAB) Consultancy Services** for Individual Consultants composed of a panel of professionals in the following fields:

- I. Business development and innovation**
- II. Environmental management**
- III. Reservoir engineering and management**
- IV. Exploration and field development**
- V. Drilling technology**
- VI. Energy utilization and power plant development**

1.2 The request for proposal (RFP) includes the following documents;

- Section I - Letter of invitation
- Section II - Information to Consultants
- Section III - Terms of reference
- Section IV - Technical proposal
- Section V - Financial proposal
- Section VI - Standard Contract Form

1.3 Completed Request for Proposal are to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue ,Off Mombasa Road, Red Cross Road, or be addressed to;

**THE MANAGING DIRECTOR,
GEOTHERMAL DEVELOPMENT COMPANY LTD (GDC)
P.O. BOX 100746 – 00101
NAIROBI, KENYA**

- 1.4 And be deposited in the Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue, Off Mombasa Road, Red Cross Road.
- 1.5 So as to be received on or before **8th October, 2020 at 2.00pm (1400Hrs).**
- 1.6 Technical 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 board room.

Late proposals will not be accepted.

MANAGER, SUPPLY CHAIN

SECTION II - INFORMATION TO CONSULTANTS

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SECTION II - INFORMATION TO CONSULTANTS

2.1 Introduction

2.1.1 The ***Geothermal Development Company Ltd*** will select an individual consultant among those invited to submit proposals or those who respond to the invitation for proposals in accordance with the method of selection detailed under this section and consistent with the regulations.

2.1.2 The consultants are invited to submit a technical proposal and a financial proposal for consulting services required for the assignment stated in the letter of invitation (Section I)

2.1.3 In the assignment where the procuring entity intends to apply standard conditions of engagement and scales of fees for professional services, which scale of fees will have been approved by a relevant authority, a technical proposal only may be invited and submitted by the consultants. In such a case the highest ranked individual consultant in the technical proposals shall be invited to negotiate a contract on the basis of the set scale of fees. The technical proposals will be the basis for contract negotiations and ultimately for a signed contract with the selected individual consultant.

2.1.4 The consultants must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, consultants are encouraged to liaise with GDC regarding any information that they may require before submitting a proposal.

2.1.5 GDC will provide the inputs and services specified in the special conditions of contract needed to assist the individual consultant to carry out the assignment.

2.1.6 The cost of preparing the proposal and negotiating the contract including any visit to GDC are not reimbursable as a direct cost of the assignment. GDC is not bound to accept any of the proposals submitted.

2.1.7 GDC's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2 Clarification and amendment to the RFP documents

2.2.1 Individual consultant may request clarification of any of the RFP documents not later than Seven (7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by post, fax or email to GDC's address indicated in the special conditions of contract. GDC will respond by post, fax or email 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 individual consultants invited to submit proposals.

2.2.2 At any time before the deadline for submission of the proposals, the GDC may for any reason, either at its own initiative or in response to a clarification requested by an intended individual consultant amend the RFP. Any amendment shall be issued in writing, fax or email to all invited individual consultants and will be binding on them. The GDC may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the tenderer to be received by GDC not later than 7 days prior to the deadline for submission of tenders.

2.2.4 GDC shall reply to and clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.3 Preparation of proposals

2.3.1 The individual consultant's proposal shall be written in English language.

2.3.2 In preparing the Technical proposal, the individual consultants are expected to examine the documents consisting the 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, the individual consultant must give particulars attention to the following:

- (a) If an individual consultant considers that he/she does not have all the expertise required for the assignment he/she may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment. An individual consultant will not propose other individual consultants invited to submit proposals for the assignment. Any individual consultant in contravention of this requirement shall automatically be disqualified.
- (b) For all the staff who will be involved in the exercise of the proposals to consultant must indicate their responsibility in the assignment and also the staff time as necessary.
- (c) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal.

2.3.4 The Technical proposal shall provide the following information;

- (a) The individual consultants CV and a brief of any recent experience of assignment of a similar nature. For each assignment the brief should indicate the

profiles of staff involved, contract amount and the individual consultant's involvement.

- (b) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by GDC.
- (c) A description of the methodology and work plan for performing the proposed assignment.
- (d) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the financial proposal and shall not include any financial information.

2.4 **Financial proposal**

2.4.1 In preparing the financial proposal, the individual consultants are expected to take into account the time required in completing the assignment as outlined in the RFP documents. The financial proposal will therefore be quoted in fees per day. The financial proposal may also include other costs as necessary, which will be considered as reimbursables.

2.4.2 The Financial proposal should include the payable taxes.

2.4.3 The fees shall be expressed in Kenya Shillings for local consultants and United States Dollar for foreign consultants.

2.4.4 The Financial proposal must remain valid for 120 days after the submission date.

2.5 Submission, Receipt and opening of proposals

2.5.1 The technical proposal and the financial proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the individual consultants. Any such corrections must be initialed by the individual consultant.

2.5.2 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 duly marked "FINANCIAL PROPOSAL". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to consultants and clearly marked **"DO NOT OPEN before Thursday 8th October, 2020 at 2.00Pm.**

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual consultant submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual consultants number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of a responsible officer of the procuring entity up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual consultant wishes to contact GDC on any matter relating to his/her proposal, he/ she should do so in writing at the address indicated in the appendix to the instructions to consultants. Any effort by an individual consultant to influence GDC's staff in the evaluation of proposals companion proposals or awards of contract may result in the rejection of the individual consultant proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee appointed by GDC to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following points criteria;

<u>CRITERIA</u>	<u>POINTS</u>
(i) Consultant’s Professional qualifications relevant to the assignment (CV of the individual consultant)	25
(ii) Specific experience of the individual consultant related to the assignment	40
(iii) Adequacy of methodology and work plan in response to the Terms of reference	20
iv) Evidence of similar experience in the region	10
v) Suitability for the transfer of Knowledge	5
 Total points	 100

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to tenderers shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual consultant unopened.

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals GDC shall notify the individual consultants whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them unopened after the completion of the selection process and contract award. At the same time, GDC shall simultaneously notify the consultants who

have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by GDC for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by GDC in the presence of the individual consultants who choose to attend the opening. The name of the individual consultant, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to tenderers shall be as follows:

$SF = 100 \times FM/F$ where
SF is the financial score
FM is the lowest fees quoted and
F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual consultants proposals will be ranked according to their combined technical score (ST) and financial score (SF) using the weights indicated in the appendix to the instructions to consultants. Unless otherwise stated in the appendix to the instructions to consultants the formular for the combined scores shall be as follows;

$S = ST \times T\% + SF \times P\%$

Where

S, is the total combined scores of technical and financial scores

ST is the technical score

SF is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note $P + T$ will be equal to 100%

The individual consultant achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to consultants. The purpose of the negotiations is for GDC and the individual consultant to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual consultant to improve the Terms of reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, GDC will invite the individual consultant whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed GDC will promptly notify the other individual consultants that

they were unsuccessful and return the financial proposals of the individual consultants who did not pass technical evaluation.

2.10.2 The selected individual consultant is expected to commence the assignment on the date indicated in the appendix to the information to consultants or any other date agreed with GDC.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual consultants who submitted the proposal or to other persons not officially concerned with the process, until the winning individual consultant has been notified that he/she has been awarded the contract.

Appendix: Information to Consultants/Experts

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

Information to Consultants Reference	Data	Description
Clause 2.1	The Employer	Geothermal Development Company Limited, P.O Box 100746-00101 Nairobi, Kenya
Clause 2.1.1	Selection Method	The method of selection is: Quality Cost Based Selection (QCBS)
Clause 2.1.2	Submission of proposals	<p>The Consultants are invited to submit both Technical and Financial proposals separately.</p> <p>The name of the Assignment is: RFP for Provision of Geothermal Advisory Board (GAB) Consultancy Services</p> <p>GDC Objectives, and description of the assignment are:</p> <ul style="list-style-type: none"> i) Independently evaluate existing data and any new data obtained by GDC during geo-scientific studies and exploratory, appraisal and production drilling progresses. ii) Critique the siting of wells; provide second opinion on well sites,

Information to Consultants Reference	Data	Description
		<p>cores and cuttings of any special significance; comment and advise on proper environmental management during and after well drilling, review the well completion, well test data, discharge test and chemistry results, and reports.</p> <p>iii) Study and comment on the well drilling program and well completion reports of drilled wells.</p> <p>iv) Advise on the best project financing methods for GDC using the GDC business plan and reports.</p> <p>v) Review and advise on GDC business and strategic plans</p> <p>vi) Advise on the steam sales arrangements.</p> <p>vii) Provide interpretative comments on how each results improves and expands the knowledge of the resource and implications of this with respect to the design and location of subsequent wells; design of steam gathering systems, design and construction of power plants; Environmental Management; and Reservoir Management.</p> <p>viii) Perform technical audits of technical processes, structure, equipment (drilling and</p>

Information to Consultants Reference	Data	Description
		<p>scientific), quality, safety and capacity with a view to assist GDC improve its operations to world standards.</p> <p>ix) Advise GDC on latest technological improvements and innovations in the sector.</p> <p>The Experts shall be expected to participate in meetings to be held in Kenya or by virtual in Exceptional cases as advised by GDC.</p>
2.1.3	Standard fees	Not Applicable
Clause 2.1.4	Pre-Proposal Conference	A pre-proposal conference will be held: No
Clause 2.1.5	The Employer will provide the following inputs:	Refer to the Terms of References (ToR).
Clause 2.2.1	Inquiries by Bidders	<p>For purposes of enquiries, bidders may notify GDC in writing (email in PDF format or by facsimile) at the following address:</p> <p>One copy to: - Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C, Bellevue Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 NAIROBI, KENYA</p> <p>E-mail: dkyaka@gdc.co.ke, procurement@gdc.co.ke & pkapto@gdc.co.ke</p>

Information to Consultants Reference	Data	Description
		<p>And copy to: -</p> <p style="padding-left: 40px;">General Manager, Geothermal Resource Development Geothermal Development Company Ltd, P.O Box 100746 – 00101, Nairobi-Kenya</p> <p style="padding-left: 40px;">E-mail: cofwona@gdc.co.ke</p> <p>GDC will respond in writing (e-mail in PDF format) to any request received at least Seven (7) days prior to the deadline for the submission of tender's i.e Thursday 8th October, 2020.</p> <p>Any request for clarification must be in the Consultant's letterhead and signed, and must be in reference to the specific sections of the tender document properly numbered.</p>
2.3.1	Proposal Language	The Proposal shall be in English language
2.3.3	Alternate staff	Not Applicable
2.4.1	Taxes	<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 Expert shall take out and maintain at their own cost, insurance against insurable risks.</p>
2.4.3	Currency	The fees shall be expressed in Kenya Shillings for local Consultants and US

Information to Consultants Reference	Data	Description
		Dollar for foreign Consultants
2.4.5	Proposal validity	The proposal must remain valid for 120 days from date of opening
Clause 2.5.3	Format and Signing of Tenders	<p>One (1) original and two (2) copies of the Technical and Financial proposals shall be submitted in separate envelopes marked “Technical proposal” and “Financial proposal marked Do not open with technical proposal” and sealed in an outer envelope clearly marked as follows: The original and all copies shall be placed in a sealed envelope clearly marked with the tender No and Tender Description. The outer envelope shall bear the submission address and other information indicated below and be clearly marked, “Do Not Open, Except in Presence of the Opening Committee.”</p> <p>(a) To be addressed to the Employer at the following address:</p> <p style="text-align: center;">Managing Director & CEO Geothermal Development Company Limited Kawi House, South C, Bellevue, Off Mombasa Road, Red Cross Road P. O. Box 100746-00101 NAIROBI, KENYA.</p> <p>The completed tenders shall be received at the Kawi House Supply Chain Office and deposited in the tender box located at the Ground Floor.</p> <p>Marked, “Provision of Geothermal</p>

Information to Consultants Reference	Data	Description
		<p>Advisory Board Consultancy Services” and the words: “Do Not Open Before Thursday 8th October 2020” at 1400 Hours. East Africa Time.</p> <p>NB: The Technical and Financial proposal shall be <u>placed in separate envelopes</u> and sealed in an outer envelope clearly marked as indicated above. in an outer envelope clearly marked as indicated above. The Technical Proposal shall be opened in the opening/closing day.</p>
Clause 2.5.4	RFP Closing and opening Date	Proposals must be submitted no later than the following date and time: Thursday 8th October 2020” at 1400 Hours. East Africa Time
Clause 2.6.1	Employers Address	<p>Managing Director & CEO Geothermal Development Company Limited Kawi House, South C, Bellevue, Off Mombasa Road, Red Cross Road P. O. Box 100746-00101 NAIROBI, KENYA.</p>
Clause 2.7.1	Technical proposal evaluation	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <p>i) Specific experience of the Consultants relevant to the assignment:</p> <p style="padding-left: 40px;">25 years and above – 40points 20-24 years – 30 points 15-19 years – 20points 10-14 years – 10 Points Below 10 years -0 points Total points for criterion (i): [40]</p> <p>(ii) Adequacy of the proposed methodology and work plan</p>

Information to Consultants Reference	Data	Description
		<p>in responding to the Terms of Reference:</p> <p>Total points for criterion (ii): [20]</p> <p>(iii) Consultant’s professional qualifications relevant to the assignment(Attach detailed CV):</p> <p>PHD – 5 points Masters – 5 points Undergraduate – 5 points Post graduate professional qualifications -5 points Registration with relevant professional body – 5points</p> <p>Total points for criterion (iii): [25]</p> <p>(iv) Evidence of previous similar/relevant work in the region: Total points for criterion (iv):10points</p> <p>(v) Suitability of the transfer of knowledge : Total points for criterion (iv): [5]</p> <p>Total points for the five criteria: 100</p> <p>The minimum technical score ST required to pass is: 75 Points to Proceed to the financial evaluation stage.</p>
Clause 2.8.4	Formulae for determining the Financial Score (Sf)	<p>The formula for determining the financial scores is the following: $Sf = 100 \times FM / F$, in which Sf is the financial score, FM is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: T = 80% P = 20%</p> <p>AWARD CRITERIA NB: The Individual consultant achieving the highest combined technical and</p>

Information to Consultants Reference	Data	Description
		financial score will be recommended for award/negotiation of contract.

SECTION III - SCHEDULE OF REQUIREMENTS

Proposals are required in the following schedules.

The Consultants/Experts should clearly state which schedule they are responding to in the Technical Submission Form. An expert who feels qualified in more than one schedule may respond appropriately with different Technical Submission Forms and will be evaluated in all the schedules responded to and **qualified for only one.**

Schedule	Description	No. of Consultants
1	Business development and innovation consultant	1
2	Environmental management consultant	1
3	Reservoir engineering and management consultant	1
4	Exploration and field development consultant	1
5	Drilling technology consultant	1
6	Energy utilization and power plant development consultant	1

SECTION IV - TECHNICAL PROPOSAL (TP)

Notes on the Preparation of Technical Proposal

The technical proposal shall be prepared and submitted by the consultants.

It shall contain the following:-

- (a) Submission letter
- (b) Particulars of the consultant including Curriculum vitae (CV)
- (c) Comments and suggestions of the consultant on the terms of reference, personnel, facility and other requirements to be provided by GDC.
- (d) Description of the methodology and work plan for performing the assignment

(to be prepared by the consultant as appropriate)

3A. TECHNICAL Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Ladies/Gentlemen:

I, the undersigned, offer to provide the advisory services for [*Title of advisory services*] in accordance with your Request for Proposal dated [*Date*] and my Proposal. I am hereby submitting my Proposal, which includes this Technical Proposal, and a Financial Proposal.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] I undertake to negotiate on the basis of **daily rates**. My Proposal is binding upon me and subject to the modifications resulting from Contract negotiations.

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

I remain,

Yours sincerely,

Signature:

Name and Title

Name of Firm:

Address:

3B. EXPERT's References

Relevant Services Carried Out in the Last Ten (10) Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which you or your firm/entity, was legally contracted.

Assignment Name:		Country:	
Location within Country:			
Name of Client:			
Address:			
Start Date (Month/Year):	Completion Date (Month/Year):		
Name of Associated Experts, If Any:			
Indicate your function in the assignment			
Narrative Description of Project:			

Any other information:

Expert's Name: _____

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of Expert] Day/Month/Year

Full name: _____

3C. COMMENTS and Suggestions of Experts 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.

3D. TECHNICAL EVALUATION FORM

3E. FORMAT OF CURRICULUM VITAE (CV) FOR THE CONSULTANT

Proposed Advisory service Area:

Name of Expert:

Profession:

Date of Birth:

Years with Firm: _____ Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of your experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education, 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 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]

Date; _____

[Signature of authorised representative of the firm (if applicable)]

Full name of expert:

Full name of authorized representative:

SECTION V- FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the consultants. It shall contain the following.

- (a) Submission letter indicating total fees
- (b) Summary of costs
- (c) Breakdown of fees per activity
- (d) Breakdown of reimbursable costs/expenses per activity
- (e) Miscellaneous expenses
(to be prepared by the consultant as appropriate)

[Location, Date]

To: *[Name and address of Client]*

Ladies/Gentlemen:

I, the undersigned, offer to provide the consulting services for *[Title of advisory services]* in accordance with your Request for Proposal dated *[Date]* and our Proposal (Technical and Financial Proposals). My attached Financial Proposal is for the sum of *[Amount in words and figures]* being daily rate. This amount is exclusive of the local taxes].

My Financial Proposal shall be binding upon me subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., *[Date]*.

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

I remain,

Yours sincerely,

Signature:

Name:

Name of Expert:

Address:

SECTION VI – TERMS OF REFERENCE

6.1 BACKGROUND INFORMATION

Geothermal Development Company Limited (GDC) is a 100% government owned State Corporation operating under the Ministry of Energy. It was created as a special purpose company to accelerate the development of geothermal resources in Kenya. Its core activities include exploration, drilling, assessing and development of geothermal resources for power generation and other direct uses.

Through the government's Vision 2030 initiatives, Kenya's GDP is expected to grow by at least 10% pa. Consequently the electricity demand is envisaged to grow at the same rate to more than 15,000 MWe by 2030. The government has therefore identified the Country's untapped geothermal potential estimated at 10,000 MWe as the most suitable indigenous source of electricity generation and has embarked on a program to realize 5,000 MWe of power by 2030.

Geothermal power is a key component of Kenya's energy future and features strongly in the Least Cost Power Development Plan. It is currently seen to offer the potential to be the least cost base load generation option for the country. Being an indigenous resource, it offers a measure of economic independence to the country and having low levels of greenhouse gas and other emissions, it also offers environmental benefits.

GDC was formed to fast-track the development of geothermal resources and has conducted detailed surface exploration studies in Menengai, Baringo, Silali, Paka, Korosi, Barrier and Suswa prospects. GDC owns 7 deep drilling rigs and has been drilling geothermal wells since 2011 in Menengai Field and recently started drilling exploration wells in Paka. In Menengai, GDC has realized steam in excess of 170MWe at the well head and has contracted three Independent Power Producers (IPP) to generate 105MWe from part of the realised

steam. Exploration drilling of the geothermal resource outside the Menengai caldera is planned to start after conclusion of Environmental and Social Impact Assessment which is currently ongoing. GDC is also putting in place strategies for establishing an industrial park in Menengai to utilise heat and excess electricity to power industrial processes.

A. Description of assignment

The Experts will offer professional advice, review and evaluation of geothermal resource assessment and development activities to GDC.

B. Transfer of Knowledge

The Experts will be required to transfer knowledge to GDC staff during the engagement.

C. Institutional Arrangements

The Experts will liaise with General Manager, Geothermal Resource Development who will represent GDC.

D. Scope of work for the Geothermal Advisory Board

Each Expert shall provide review and advisory services to GDC in the area of his/her expertise, as a member of a panel specifically constituted to provide review and advice, and individually at such times and under such conditions as shall be agreed with GDC.

Experts shall be convened as a panel at least twice per year in Kenya at a venue chosen by GDC or by virtual means. The schedule of these meetings will be mutually agreed well in advance of their being convened. The experts shall be provided, in advance of such meetings, with an agenda for the meetings and all pertinent documents relating to that person's area of expertise at least two weeks before such meetings.

Experts shall read and become familiar with these materials in advance of the meetings.

Experts shall meet and confer with their technical counterparts at GDC and shall at the request of GDC visit relevant field sites. Experts shall as a panel prepare a report of findings and recommendations to GDC based on the documents, discussions and field visits, evaluating progress towards program goals, highlighting immediate problems, describing topics in need of future attention by GDC and recommending realistic courses of action to resolve problems and attain goals.

Experts shall respond verbally and in writing in the shortest practical time to telephoned, emailed or telefaxed requests from GDC for information, solutions to problems and/or assistance with other specific matters within their area of expertise. If requested by the GDC to make an individual visit to Kenya in connection with program needs, each Expert will accommodate that request to the best degree possible. Experts shall prepare written reports on findings and recommendations immediately following each visit to Kenya.

The appointment to the Geothermal Advisory Board shall be for two years with a possibility for renewal.

- a) An Expert may be dropped from the panel for refusal to attend Board meetings in Kenya.
- b) GDC, at any time may drop any Expert(s) from the panel if in its opinion the said Expert(s) fails to offer the expected level of professional services.

All Experts' reports, emails, telefaxes or other documents shall be issued to GDC.

The Geothermal Advisory Board will be composed of a panel of professionals in the following fields:

- (1) Business development and innovation
- (2) Environmental management
- (3) Reservoir engineering and management
- (4) Exploration and field development
- (5) Drilling
- (6) Energy utilization and power plant development

6.2. OBJECTIVES

The main objectives of the Board are to:

- a) Independently evaluate existing geo-scientific and any new data obtained by GDC during geo-scientific surveys and from exploratory, appraisal and production wells drilling.
- b) Critique the siting of wells and provide second opinion.
- c) Review drilling activities, equipment and staff capabilities and provide opinion and advice for improvement.
- d) Review the well completion, well test data, discharge test and chemistry results, and reports; provide interpretative comments on how each result improves and expands the knowledge of the resource and implications of this with respect to the design and location of subsequent wells;
- e) Review reservoir modeling and feasibility study reports.
- f) Review reservoir management and utilization plans and advice accordingly.
- g) Review steam gathering systems designs, power plant design and construction.
- h) Review direct use technology utilization plans and advice accordingly.
- i) Review Environmental Social & Impact Assessment and reports, Environmental Management plans and Resettlement Action Plans.
- j) Review Business models, business strategy, plans, and resource mobilization.
- k) Advice GDC on new technological innovations and advancement in the Global geothermal arena to assist GDC in improvement of her processes.
- j) Perform technical audits of technical processes, structure, equipment (drilling and scientific), quality, safety and capacity

with a view to assist GDC improve its operations to world standards.

The Experts shall be expected to participate in bi-annual meetings to be held in Kenya or In Exceptional cases through virtual means as may be advised by GDC.

6.3. SCOPE OF WORK

A. Technical Support

A1. The Experts shall provide professional expertise by advising GDC on matters related to geo-scientific work, reservoir engineering and drilling that can lead to the acquisition of more knowledge during geothermal resource assessment and development. The Experts shall also review GDC's financing plan and advice as well as audit the technical processes.

A2 Arrange and/or advice on the use of facilities abroad that are not available locally for the local scientists and engineers when required to improve on the results of this project.

A3 Review reports compiled by GDC personnel and give technical advice where required. However, the Experts are required to propose how best they can offer these services and their proposal must be accompanied with a proper justification. The tasks under this requirement are but not limited to:

- i) Initial evaluation of existing information. The objective of this exercise is for the Experts to appraise themselves with field details. At the end of the exercise, the Experts shall comment on existing and future geothermal development targets,

- ii) Review well reports detailing geological, geochemical, geophysical, well heating, discharge test results and an update of the conceptual model for the GDC Geothermal prospects areas.
- iii) Review well drilling program and well drilling completion report and advice on improvements.
- iv) Review GDC's financing plan and recommend alternative/additional sources of financing.
- v) Audit drilling processes, structure, drilling equipment, workshop, quality, safety and capacity and recommend measures for improvement.
- vi) Audit geo-scientific processes, structure, equipment and laboratories; reservoir engineering equipment and workshop, quality, safety and capacity and recommend measures for improvement.

A4 Attend bi-annual meetings to be organized by the Client.

B. Methodology

B1 The Experts are required to work closely and jointly with GDC personnel during the time of the assignment.

B2 GDC will provide the consultants with the necessary data and information for review and advise to GDC.

Note: Any Geo-scientific, engineering and financial data made available to the Experts are confidential and hence shall not be published before receiving a written authorization from GDC.

C. Workshops

GDC as the Client shall call at least two meetings per year if found necessary at appropriate times. The participation of the Experts shall be and not limited to the following:

1. Independently evaluate existing geo-scientific and any new data obtained by GDC during geo-scientific surveys and from exploratory, appraisal and production wells drillings;
2. Critique the siting of wells; provide second opinion on cores and cuttings of any special significance; review the well completion data, well test data, discharge test and chemistry results, and reports;
3. Provide interpretive comments on Environmental Management
4. Provide interpretative comments on how each results improves and expands the knowledge of the resource and implications of this with respect to the design and location of subsequent wells;
5. Provide results of technical audits,
6. Design of steam gathering systems,
7. Design and construction of power plants;
8. Direct Use utilization
9. Reservoir management.
10. Drilling management
11. Business and strategic plans
12. Geothermal financing plans
13. The Experts shall be expected to participate in annual meetings to be held in Kenya or by virtual means.

6.4 REPORTING REQUIREMENTS/OUTPUT

The Experts shall be required to prepare and submit the following reports to GDC:

- a) Draft Report

The Experts will establish the format (structure and contents) of the draft report for approval by GDC. Four (4) copies of a draft report to be submitted to GDC.

b) Final Report

After the meeting, Four (4) copies of the final report shall be submitted to GDC together with the last and final invoices to be submitted by the Experts. The report shall summarize all the activities of the Experts and the main findings and recommendations arising from the meeting.

6.5 CLIENTS INPUTS

A. Data

The following reports will be available to the Experts upon request:

1. Geological reports
2. Geophysical reports
3. Geochemical reports
4. Geological models
5. Geophysical models
6. Updated Geochemical models
7. Environmental audit reports
8. Environmental Baseline Studies reports
9. Latest Update of Least Cost Development Plan
10. GDC Business and Strategic plan
11. Drilling equipment status
12. Geo-scientific equipment and laboratory status
13. Drilling Program
14. Drilling well completion reports
15. Quality and Safety audit reports
16. Feasibility Study reports
17. GDC/IPP Steam Supply Agreements

B. Accommodation

The Expert will be given full board accommodation while on an assignment in Kenya.

C. Transport

GDC will provide return business class air travel for the Expert to travel to Kenya for the meetings. While in Kenya, the Expert will be provided with ground transport while on assignment.

SECTION VII - STANDARD CONTRACT FORM

INDIVIDUAL PROFESSIONAL CONSULTANTS
(Lump-sum payment)

The contract form shall be completed by GDC after the award of the contract and negotiation of the contract. It will be signed by both parties pursuant to the information to consultants clause 2.10.2

SECTION VI - STANDARD CONTRACT FORM

1. STANDARD CONTRACT FORM

**INDIVIDUAL PROFESSIONAL CONSULTANTS
(Lump-sum payments)**

This Agreement, [hereinafter called “the Contract”) is entered into this _____ [insert starting date of assignment], by and between.

_____ [insert Client’s name] of [or whose registered office is situated at] _____
_____ [insert Client’s address] (hereinafter called “the Client”) of the one part AND

_____ [insert Consultant’s name] of [or whose registered office is situated at] _____
_____ [insert Consultants address] (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services** (i) The Consultant shall perform the Services specified in Appendix A, “Terms of Reference and Scope of Service, “which is made an integral part Of this Contract.

the
periods

(ii) The Consultant shall submit to the Client reports in the form and within the time specified in Appendix C, “ Consultant’s Reporting Obligations.”

(Appendices A, B, and C to be prepared as appropriate)

2. **Term** The Consultant shall perform the Services during the period commencing on _____[insert starting date] and through to _____ [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment** A. Ceiling
For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed _____ [insert amount]. This amount has been established based on the understanding that it includes all the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments
The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

USD/Kshs. _____ upon the Client's receipt of the Draft report, acceptable to the Client; and

USD/Kshs. _____ upon the Client's receipt of the Final report, acceptable to the Client.

USD/Kshs. _____ Total

C. Payment Conditions

Shillings Payment shall be made in USD or Kenya as specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. 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.

4. **Project Administration** A. Coordinator The Client designates _____

[insert name] as Client's Coordinator; the Coordinator will be responsible for the

Contract,
reports and of
receiving

Coordination of activities under this
for acceptance and approval of the
other deliverables, by the Client and for
and approving invoices for payment.

B. Reports
“Consultant’s
submitted in the
constitute the
paragraph

The reports listed in Appendix C,
Reporting Obligations,” shall be
Course of the assignment and will
basis for the payments to be made under
3.

5 **Performance**
the Services
Standards
professional and
Consultant
assigned
considers

The Consultant undertakes to perform
with the highest standards of
ethical competence and integrity. The
shall promptly replace any employees
under this Contract that the Client
unsatisfactory.

6. **Confidentiality**
term of this
expiration
Contract

The Consultant shall not, during the
Contract and within two years after its
Disclose any proprietary or confidential
Information relating to the Services, this

without the Or the Client's business or operations
Prior written consent of the Client.

7. **Ownership of** Any studies, reports or other material,
graphic,
Material software or otherwise prepared by the
Consultant for the Client under the Contract shall
belong to and remain the property of the Client.
The Consultant may retain a copy of such
documents and software.

8. **Consultant Not** The Consultant agrees that during
the term of this
to be Engaged Contract and after its termination the
Consultant and any entity affiliated with the
in certain Consultant shall
Activities 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.

9. **Insurance** The Consultant will be responsible for
taking out any appropriate insurance coverage.

10. **Assignment** The Consultant shall not assign this
Contract or sub-contract any portion of it without the
Client's

prior written consent.

11. **Law Governing** The Contract shall be governed by the laws of

Contract and Kenya and the language of the Contract shall be

Language English language

12. **Dispute** Any dispute arising out of the Contract which

Resolution cannot be amicably settled between the parties

shall 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.

For the Client

For the Consultant

Full name _____

Full name _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____