



**REQUEST FOR PROPOSAL  
FOR CONSULTANCY SERVICE FOR  
ENVIRONMENTAL AND SOCIAL IMPACT  
ASSESSMENT (ESIA) STUDY FOR MENENGAI WEST  
GEOTHERMAL DRILLING PROJECT, NAKURU  
COUNTY**

**GDC/ENV/RFP/048/2017:2018**

**CLOSING DATE & TIME: 26<sup>th</sup> April 2018 AT 2.00PM (1400HRS)**

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

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## SECTION I- LETTER OF INVITATION

*Date: 3<sup>rd</sup> April, 2018*

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

Dear Sir/Madam,

**RE: REQUEST FOR PROPOSAL FOR ENVIRONMENTAL AND SOCIAL  
IMPACT ASSESSMENT (ESIA) STUDY CONSULTANCY SERVICE FOR  
MENENGAI WEST GEOTHERMAL DRILLING PROJECT, NAKURU  
COUNTY.**

- 1.1 The Geothermal Development Company (GDC) invites proposals for consultancy services for **ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) STUDY CONSULTANCY SERVICE FOR MENENGAI WEST GEOTHERMAL DRILLING PROJECT, NAKURU COUNTY.**
- 1.2 The request for proposals (RFP) includes the following documents:
- Section I - Letter of invitation
  - Section II - Information to consultants  
Appendix to Consultants information
  - Section III - Terms of Reference
  - Section IV - Technical proposals
  - Section V - Financial proposal
  - Section VI - Standard Contract Form
- 1.3 Completed Request for Proposal documents shall be submitted in plain sealed envelopes clearly marked with the **RFP number** and **name** addressed to:
- The Managing Director & CEO,  
Geothermal Development Company Limited  
P. O. Box 100746-00101  
**Nairobi, Kenya.**
- 1.4 And deposited in the tender box at GDC Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road Ground floor, on or **before April 26<sup>th</sup>, 2018 at 2.00pm (1400 hours).**

- 1.5            Upon receipt, please inform us
- (a)    that you have received the letter of invitation
  - (b)    whether or not you will submit a proposal for the assignment
- 1.6            The Proposals will be opened immediately thereafter in the presence of Tenderers' or their representatives who choose to attend at GDC Kawi House Boardroom.
- 1.7            Late proposals will not be accepted.

**MANAGER, SUPPLY CHAIN**

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

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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 Consultants shall express the price of their services in Kenya Shillings.
- 2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.
- 2.4.5 The Proposal must remain valid for 90 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

## 2.5 Submission, Receipt, and Opening of Proposals

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

## 2.6 Proposal Evaluation General

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

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

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

## 2.7 Evaluation Criteria

### 2.7.1 Preliminary Evaluation

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

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

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

### 2.7.2 Technical Evaluation

No	Evaluation Criteria	Marks
1.	<p>(i) Consultants Firm's Experience in</p> <p><b>a)</b> Long term and international expertise in carrying out environmental and social impact assessments in geothermal energy and establishing environmental and social management plans, documented experience in the application of international ESIA standards, namely of IFC PS and IFC EHS Guidelines in past three (3) projects in geothermal energy sector <b>(5marks)</b></p> <p><b>b)</b> Long term and international expertise in developing resettlement policy frameworks and resettlement action plans/livelihood restoration, documented experience in the application of international resettlement standards (WB, IFC) in at five (5)</p>	<b>15</b>

	<p>previous projects in geothermal energy sector <b>(5 marks)</b>.</p> <p>c) Long term and international expertise in developing and implementing stakeholder engagement plans, in line with international good practice and including experience in meaningful public disclosure geothermal energy sector <b>(5 marks)</b></p>	
2.	<p><b>ii) Adequacy of the proposed work plan and methodology in responding to the TOR</b></p> <p>a) Technical approach and methodology (10 marks)  b) Adequacy of work plan in line with duration for the assignment (10 marks)  c) Organisation and staffing (5 marks)</p>	25
3.	<p><b>iii) Qualification and competence of key staff for the assignment. Key experience in;</b></p> <p>(a) Carrying out environmental and social impact assessments and establishing environmental and social management plans, documented experience in the application of international ESIA standards, namely of IFC PS and IFC EHS Guidelines in geothermal energy sector <b>(15 marks)</b>.</p> <p><b>Lead consultant/Team Leader:</b> NEMA Registered as Lead Expert and having presided over at least ten (10) ESIA project with at least 5 in geothermal energy projects.  <b>Key Qualification-</b> Degree &amp; Post Graduate Degree in Environmental Science, Environmental Engineering, Natural Resources Management, Environmental Conservation, Community Development and related discipline. Vast knowledge in ESMP, RAPs and SEPs</p> <p>(b) Developing Land Acquisition &amp; Compensation Plan (LACP), resettlement policy frameworks, resettlement action plans if any and livelihood restoration plans in Infrastructure/geothermal energy sector <b>(10 marks)</b></p> <p><b>Sociologist/Socioeconomist</b> - Degree &amp; Post Graduate Degree in Sociology, Sociology and Economics, Community Development, Anthropology and related discipline. Vast knowledge in LACP/RAPs with at least ten (10) projects of which at least five (5) should have geothermal energy/ energy infrastructure associated projects.</p>	50

	<p>(c) Developing and implementing stakeholder engagement plans (SEP) &amp; Community Development Plans in geothermal energy sector <b>(10 marks)</b></p> <p><b>Sociologist/Socioeconomist</b> - Degree &amp; Post Graduate Degree in Sociology, Sociology and Economics, Community Development, Anthropology and related discipline. Vast knowledge in Stakeholder Engagement, Public disclosure and development SEPs for Geothermal and/or other energy infrastructure projects with at least ten (10) projects of which at least five (5) should have geothermal energy infrastructure associated projects.</p> <p>(d) Undertaking Civil (roads, drill pads) and water supply works/ infrastructure studies and assessment of impacts on overall project area <b>(5 marks)</b>.</p> <p><b>Civil Engineer</b> - Degree &amp; Post Graduate Degree in Civil Engineering; Environmental and Water engineering; and related discipline. Vast knowledge in civil infrastructural works with special focus on Drilling infrastructure assessment (access roads, water pipeline, drillpads) with at least five (5) past projects</p> <p>(e) Undertaking biodiversity assessments/critical habitat assessment and development of Biodiversity Action Plan <b>(5 marks)</b></p> <p><b>Ecologist</b> - Degree &amp; Post Graduate Degree in Plant ecology, Wildlife ecology, Environmental Conservation, Conservation Biology, Range Management and related discipline. Vast knowledge in designing and implementation of ecological studies and preparation of habitat management plans/ biodiversity action plans with over 10 years of experience.</p> <p>(f) Profound Experience in the geothermal sector and working experience in Kenya of 10-15 years <b>(5 marks)</b>.</p> <p><b>Geothermal Energy specialist</b> - Degree &amp; Post Graduate Degree in Earth Science, Geothermal Energy Technology, Renewable energy and related discipline. Vast knowledge in geothermal energy exploration and development with at least 15 years of experience in geothermal energy development.</p>	
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4.	<b>(iv) Participation by nationals among key staff in foreign and local consultancy firms</b> (a) General qualification ( <b>5 marks</b> ) (b) Adequacy for the assignment ( <b>5 marks</b> )	<b>10</b>
	<b>Total Points</b>	<b>100</b>
	The minimum technical score (St) required to pass is: <b>70 Points</b>	

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

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

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

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

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital will be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-  
$$Sf = 100 \times \frac{F_m}{F}$$
where Sf is the financial score; F<sub>m</sub> 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 5 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.9 Negotiations**

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.
- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in

the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

2.10.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.



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

## **2.11 Confidentiality**

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

## **2.12 Corrupt or fraudulent practices**

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

## Appendix to Information to Consultants

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

Clause Reference	
2.1	The name of the Client is:: <b>Geothermal Development Company Ltd (GDC)</b> <b>P.O Box 100746 – 00101,</b> <b>Nairobi-Kenya</b>
2.1.1	The method of selection is: <b>Quality Cost Based Selection (QCBS)</b>
2.1.2	Technical and Financial Proposals are requested: <b>Yes</b>
	<p><b>The name of the Assignment is: ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) STUDY CONSULTANCY SERVICE FOR MENENGAI WEST GEOTHERMAL DRILLING PROJECT, NAKURU COUNTY</b></p> <p><b>Objectives and description of the assignment are: Carrying out of Environmental and Social Impact Assessment study for Menengai West geothermal drilling project. Carry out and develop Land Acquisition and Compensation Plan (LACP) for all infrastructural works for the associated project.</b></p>
2.1.3	A pre-proposal conference will be held: <b>No</b>
	<p>The name(s), address(es) and telephone numbers of the Client's official(s) are:  <b>The Manager Supply Chain</b>  <b>Geothermal Development Company Ltd (GDC)</b>  <b>P.O Box 100746 – 00101,</b>  <b>Nairobi-Kenya</b>  E-mail: <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> &amp; <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a>  Copy to:  <b>The Manager Environment</b>  <b>Geothermal Development Company Ltd (GDC)</b>  <b>P.O Box 100746 – 00101,</b>  <b>Nairobi-Kenya</b>  E-mail: <a href="mailto:gwetangula@gdc.co.ke">gwetangula@gdc.co.ke</a></p> <p><b>NB:</b> Consultants requiring a clarification of the Documents must notify the</p>

	Client, in writing, not later than seven (7) days prior to the proposal submission date
2.1.4	The Client will provide the following inputs: i) Office Space & Stationery ii) Counterpart personnel
2.1.5	i) The estimated number of professional staff months required for each module for this assignment is 2 months ii) The minimum required experience of proposed professional staff is:[ <i>as per TOR below</i> ]
2.1.6	i) Training is a specific component of this assignment: <b>NO</b> ii.) On-site support is a specific component of this assignment: <b>YES</b> (ii) Additional information in the Technical Proposal includes: <b>None</b>
2.1.7	Taxes: Local tax liability, insurances  <b><u>Local Tax Liability</u></b> The financial proposal shall be inclusive of taxes.  <b><u>Insurance</u></b> The Consultant (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost, insurance against insurable risks.
2.3.1	The Consultants proposal shall be written in English language
2.4.5	The Proposal must remain valid for <b>120 days</b> after the submission date
2.5.2	Consultants must submit <b>an original</b> and <b>two (2)</b> additional copies of each proposal.
2.5.3	The proposal submission address is:  <b>The Managing Director &amp; CEO Geothermal Development Company Limited P. O. Box 100746-00101 Nairobi, Kenya</b>  The inner and outer envelopes shall be clearly marked with the <b>Tender No. and Tender Description, "GDC/ENV/RFP/048/2017-2018; RFP FOR ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT (ESIA) STUDY CONSULTANCY SERVICE FOR MENENGAI WEST GEOTHERMAL DRILLING PROJECT, NAKURU COUNTY</b> and the statement: <b>"DO NOT OPEN EXCEPT IN THE PRESENCE OF PROPOSAL OPENING COMMITTEE"</b> .  <b>NB:</b> The Technical and Financial proposal shall be submitted <b><u>in separate envelopes</u></b> and sealed in an outer envelope clearly marked as indicated above.
2.5.4	Proposals must be submitted no later than the following date and time: <b>April 26<sup>TH</sup>,2018 at 1400HRS</b>
2.6.1	The address to send information to the Client is:

	<b>The Managing Director &amp; CEO</b> <b>Geothermal Development Company Limited</b> <b>GDC KAWI House, 4<sup>th</sup> Floor ,</b> <b>P. O. Box 100746-00101</b> <b>Nairobi, Kenya</b>
2.6.3	The minimum technical score required to pass: <b>70Points</b>
2.7.1	<p>Alternative formulae for determining the financial scores is the following:</p> <p><b>The weights given to the Technical and Financial Proposals are:</b></p> <p style="text-align: center;"><b>T= 0.70</b></p> <p style="text-align: center;"><b>P= 0.30</b></p> <p>The formula for determining financial score is:  <math>SF=100 \times FM/F</math>, in which SF is the financial score, FM is the lowest price and F is the price of the proposal under consideration</p>
2.9.2	<p>The assignment is expected to commence on After Contract Signing <b>at the Menengai West Geothermal Project area. Consultants should factor the same in the pricing of their bids.</b></p>

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

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

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

## **SECTION III      -      TECHNICAL PROPOSAL**

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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,

_____	[ <i>Authorized Signature</i> ]:
_____	[ <i>Name and Title of Signatory</i> ]
_____	[ <i>Name of Firm</i> ]
_____	[ <i>Address:</i> ]

## 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

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

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

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

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



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

### Notes on preparation of Financial Proposal

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

## **SECTION IV      -      FINANCIAL PROPOSAL STANDARD FORMS**

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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

### **FINANCIALS**

<b>No.</b>	<b>Description of Key Assignments</b>	<b>Currency</b>	<b>Amount(s)</b>
1	ESIA for Menengai West Geothermal project		
2	LACP/RAP for Menengai West Project		
	<b>TOTAL Amount of Financial Proposal</b>		

### 3. BREAKDOWN OF PRICE PER ACTIVITY

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

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

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

## 5. REIMBURSABLES PER ACTIVITY

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

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

N o.	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**

### **1. BACKGROUND**

The Geothermal Development Company is mandated with development of 5000MW of geothermal power by 2030. The geothermal resources are spread across more than 14 geothermal prospect across the Kenyan Rift. The Greater Menengai geothermal project is among the more than 14 high temperature geothermal areas within the Kenyan Rift being developed by GDC for geothermal energy utilization.

The Menengai west geothermal prospect is located west of the Menengai caldera. Geoscientific surveys including geology, geochemistry and geophysics were carried out GDC where four (4) exploration wells were sited. Results indicate that Menengai west prospect may be hosting a high temperature geothermal system. Drilling in this field is scheduled to commence in July 2018.

In 2008 ESIA for Menengai Caldera Project area was done by NEMA registered EIA/Audit Team of Lead Experts. The project and ESIA reports were prepared and submitted to NEMA which issued EIA License No. NEMA/EIA/VEIA/193.

Financing of Menengai Geothermal drilling project has been through the Government of Kenya i.e. Treasury through the Ministry of Energy & Petroleum (MoEP) and other Multilateral lending agencies/donors such as Africa Development Bank (AfDB), French Development Bank (AFD) among others. Most of these banks have led mission to Menengai to assess the viability of the project of which ESIA study report has been one of the key documents guiding their assessment.

#### **1.1 Project Objectives**

GDC proposes to develop Menengai West geothermal area which is part of the Greater Menengai geothermal field in Nakuru County. The location map of Menengai West field is attached.

#### **1.2 Project Locations**

The area referred to as “Menengai West Geothermal Prospect” is located west of the Menengai caldera in the Kenya Rift valley.

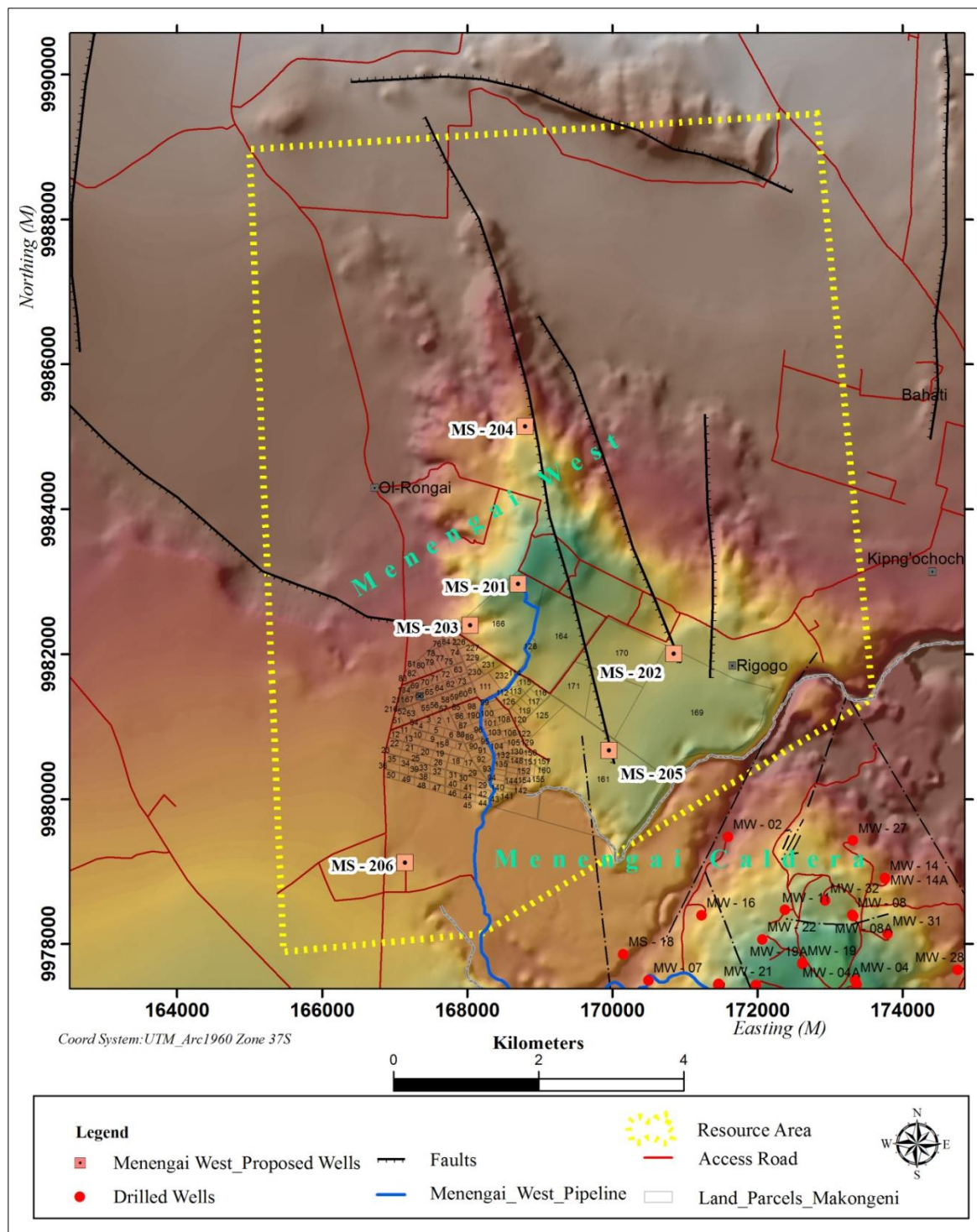


Figure 1: Project Area location of Menengai West Geothermal Drilling Project Area.

## **2. ESIA and LACP Study Objectives**

The objectives of ESIA are to:

1. Carry out baseline information on the biophysical and social characteristics of the project areas to reflect the current status.
2. Identify and assess compliance of project activities with relevant statutory and internal requirements. The key ones being
  - a. National Legislative and Regulatory framework
  - b. International Legislative and regulatory framework
  - c. Multilateral Financing institutions (KfW, AFD, World Bank, IFC, AFDB etc)
3. Describe and analyse environmental, ecological and social impacts of the project and facilitate management control of environmental practices.
4. Carry out public consultation & disclosure; develop and implement stakeholder engagement plans (SEP) & Community Development Plans
5. Identify measures for mitigating negative impacts of the project.
6. Developing Land Acquisition & Compensation Plan (LACP), resettlement policy frameworks, resettlement action plans if any and livelihood restoration plans
7. Develop a more detailed and up to date an Environmental and social Management Plan and mitigation plan including cost of mitigation measures.
8. Establish mechanisms for monitoring and evaluating compliance and time frame for implementing such measures.

## **3. Scope of ESIA Study**

1. Concisely description of the project, its geographic, ecological, general layout including maps at appropriate scale where necessary.
2. Carry out Baseline data collection on the environmental and social characteristics of the existing situation in the Menengai West Geothermal Project Area. This description involves;
  - 1) Physical environment (topography, geology climate and meteorology, air quality, hydrology etc.,
  - 2) Biological environment (i.e., fauna & flora types and diversity, endangered species, sensitive habitats etc.
  - 3) Social and cultural environment, including present and projected, where appropriate (i.e., population, land use, planned development activities, community structure, employment and labour market, sources and distribution of income, cultural properties.
3. Identification and description of the pertinent regulations and standards governing the environmental quality, health and safety, protection of sensitive areas, land use control at the national and local levels and ecological and socio-economic issues. The key ones beings
  - KfW Development Bank Sustainability Guidelines/Standards 2014
  - IFC Performance Standards 2012
  - IFC General Guideline on Environment, Health and Safety 2007
  - IFC Environment, Health and Safety for Geothermal Power Generation 2007

- French Development Fund (AFD) Environmental Assessment Guidelines 1992

4. Analysis and description of all, both positive and negative, significant environmental, ecological and social impacts brought about by the project.
5. Analyse and description of all occupational health and safety concerns brought about by the operations of the drilling. Recommendations shall be made on corrective and remedial measures to be implemented under the Environmental and Social Risk Management Plan.
6. Environmental and Social Risk Management Plan: A monitoring plan with specific description, and technical details, of monitoring measures, including the parameters to be measured, methods to be used, sampling locations, frequency of measurements, and definition of thresholds that will signal the need for corrective actions as well as deliver monitoring and reporting procedures.

### **3.1 Task Assignment**

The consultant is expected to undertake investigations on conservation of natural resources, social aspects, economic activities, historical and anthropological heritages, public consultations and disclosures. The proposed geothermal wells drilling and associated infrastructural development plan will be provided to give a guideline of the facilities to be studied. The scope of services to be undertaken by the consultant shall include the following:

#### **3.1.1 Task 1: Detailed Desktop Review**

The consultant is to review all existing documentation, and previous ESIA reports related to geothermal wells drilling and power plants. They shall further undertake a detailed study of the proposed geothermal wells drilling at the Menengai West Field. The consultant shall then concisely describe the project location including its geographical, ecological and the general layout of associated infrastructure including maps at appropriate scale where necessary.

#### **3.1.2 Task 2: Description of the Baseline Environment**

The Consultant is required to collect, collate and present baseline information on the environmental characteristics of the proposed project site. This description should involve but not limited to:

- Physical environment (topography, land cover, geology, climate and meteorology, air quality, hydrology, etc.
- Biological environment (i.e. flora and fauna types and diversity, endangered species, sensitive habitats etc.)

- Social and cultural environment, including present and projected. Where appropriate i.e. population, land use, planned development activities, community social structure, employment and labour market, sources and distribution of income, cultural/religious sites and properties, vulnerable groups and indigenous populations etc)
- Economic activities i.e. agriculture, livestock, small scale industries etc.

### **3.1.3 Task 3: Legislative and Regulatory Framework**

The Consultant shall identify and describe the pertinent regulations and standards -both local and international, governing the environmental quality, health and safety, protection of sensitive areas, land use control at the national and local levels and ecological and socio-economic issues. Thereafter, the Consultant shall identify the project activities that should comply with the identified regulations. Special emphasis should be given to:

- i. IFC Environmental and Social Performance Standards (PS) including:
  - a) PS1: Social and Environmental Assessment and Management Systems
  - b) PS2: Labor and Working Conditions and ILO Core Labour Standards
  - c) PS3: Pollution Prevention and Abatement
  - d) PS4: Community Health, Safety and Security
  - e) PS5: Land Acquisition and Involuntary Resettlement
  - f) PS6: Biodiversity Conservation and Sustainable Natural Resource Management
  - g) PS7: Indigenous Peoples
  - h) PS8: Cultural Heritage
- ii. World Bank Group's Environmental and Health and Safety Guidelines including:
  - a) General EHS Guidelines
  - b) EHS Guidelines for Geothermal Power Generation
  - c) World Bank Safeguard Policies

### **3.1.4 Task 4: Determination of Impacts of Project Facilities and Activities**

From the detailed field study, the Consultant shall analyze and describe all significant changes brought about by each facility/activity. These would encompass environmental, ecological and social impacts, both positive and negative, as result of each facility/activity intervention that are likely to bring about changes in the baseline environmental and social conditions discussed in Task 2. The Consultant will make a prioritization of all concerns identified and differentiate between short,

medium, long-term and cumulative impacts during construction, operation and decommissioning. The Consultant shall also identify both temporary and permanent impacts. A detailed outline and discussion of specific conditions that might affect the environment which are unique to the type of facility and/or operation being audited should be provided.

#### **3.1.5 Task 5: Occupational Health and Safety Concerns**

The Consultant shall analyze and describe all occupational health and safety concerns brought about by activities during all the phases of the project. The Consultant shall make recommendations on corrective and remedial measures to be implemented under the environmental management plan.

#### **3.1.6 Task 6: Development of Environmental and Social Management Plans**

The Consultant shall develop a comprehensive environmental management plan. The plan should recommend a set of mitigation, monitoring and institutional measures to eliminate, minimize or reduce to acceptable levels of adverse environmental impacts and/or maximize socio-economic benefits. The Consultant should provide cost outlays for the proposed mitigation measures as well as their institutional and financial support, time frame and responsibility. This shall be provided for all phases of the project.

#### **3.1.7 Task 7: Development of Land Acquisition & Compensation Plans (LACP) and Resettlement Action Plan (RAP)**

The consultant shall undertake a socio-economic survey of the communities surrounding the proposed project.

- Conduct a census of the affected persons and identification of vulnerable groups and indigenous populations.
- Develop an eligibility criteria and establishment of a cut-off date for LACP.
- Evaluate and prepare an inventory of the affected properties.
- Evaluate all other socio-economic costs.
- Conduct public consultations/awareness creation of the relevant stakeholders, taking into consideration the gender concerns and vulnerable groups.
- Identification of alternative sites, to the affected land parcels.
- Develop adequate livelihood restoration mechanisms.

- Prepare the LACP implementation costs.
- Preparation of an implementation schedule.
- Develop a monitoring and evaluation methodology.
- Consider the relevant legal provisions for land acquisition and resettlement during preparation of an appropriate Land Acquisition & Compensation Plans (LACP) and resettlement action plan.
- Prepare and submit a detailed Land Acquisition & Compensation Plans (LACP) and Resettlement Action Plan (RAP).
- Develop a conflict resolution mechanism.

### **3.1.8 Task 8: Development of Monitoring Plan**

The Consultant is required to give a specific description, and technical details, of monitoring measures for both ESMP and RAP, including the parameters to be measured, methods to be used, sampling locations, frequency of measurements, definition of thresholds that will signal the need for corrective actions as well as deliver a monitoring and reporting procedure. The consultant should provide a time frame and implementation mechanism, staffing requirements, training and cost outlays.

### **3.1.9 Task 9: Comparison**

The consultant shall undertake a comparison of all the project alternatives including location, technology etc.

### **3.1.10 Task 10: Study Reports**

The output will be an Environmental and Social Impact Assessment report and a Resettlement Action Plan (RAP)/ Land Acquisition & Compensation Plans (LACP) prepared in accordance with the regulatory provisions. The report shall be in the English Language and has to be clear and concise. The reports should be in a format acceptable to local competent authorities, international environmental standards and development partners. The consultant shall present the reports to the National Environment Management Authority (NEMA) for approval in the required number of copies.

### **3.1.11 Task 11: ESIA Update Report Presentation and Peer Review**

The consultant is required to present the draft report which may be subject to a peer review. In the event that any rectification is to be made on the report, the consultant will bear any applicable costs.

### **3.1.12 Task 12: Approval**

The Consultant shall present the report prepared under Task 10 for approval by the relevant authorities. The Consultant shall be responsible for making any modifications that the authorities may demand before approval of the report.

### **3.1.13 Task 13. Counterpart Staff**

For the purpose of capacity building the consultant shall undertake the study together with counterpart staff seconded by the Client i.e Environmental Scientists and Community Relations Officers.

## **4.0 DETAILED STUDY DESCRIPTION**

This being a category one project, the consultants will conduct a full Environmental and Social Impact Assessment (ESIA) and prepare an Environmental and Social Management Plan (ESMP) and a separate Resettlement Action Plan (RAP)/ Land Acquisition & Compensation Plans (LACP) in accordance with National and Multinational Donor Environmental and Social Assessment Procedures and policies on Involuntary Resettlement. This will comprise all the tasks that are required for a full environmental assessment, as described hereafter. The Consultant will be responsible for gathering, reviewing and analyzing all necessary data and information. Where these are insufficient, the Consultant shall make all practical efforts to produce the missing information/data including professional estimates and predictions based on the most likely conditions at the project area, reliable information and data from similar situations and conditions, etc.

The Consultant shall characterize the extent and quality of available data and describe the key- data gaps, the uncertainties associated with estimates, predictions, and data used from similar situations. The methods of accommodating these gaps and uncertainties in the ESIA should be well stated and presented by the consultant. When estimated values are used in place of data, the consultant will be required to provide the uncertainty limits associated with these values and perform an appropriate sensitivity analysis.

The work will also include thorough consultations and meetings with all parties concerned (affected population or their representatives; county and national authorities; representatives of the scientific community; NGOs; etc.); in strict accordance with the requirements of the government of Kenya and multinational donor policies and procedures.

The consultant will be responsible to review and update the following tasks:



## **Main Tasks**

The consultant will provide an inception report that will include a detailed work plan:

- Examine all aspects of the Project and produce an inception report which will review the tasks to be carried out and agree with the client on any modifications and additions that may be required.
- Prepare a detailed work plan indicating schedules and inputs required to complete the tasks. During this inception period the consultant will carry out a scoping exercise that will provide the basis for the final report and detailed work plan.
- Prepare a public consultation and disclosure plan.

### **4.1 Detailed Tasks**

#### **4.1.1 Provide Description of the Proposed Project**

The consultant will provide a brief description of the Project including maps (at appropriate scales) where necessary.

#### **4.1.2 Public Consultation Process**

The consultant will:

- Identify all affected people (e.g. people affected by construction activities and during operation) and will facilitate dissemination of information to relevant authorities and Interested and Affected Parties (IAPs) concerning the proposed project NGOs and government departments and agencies that may have a stake in the Project and its effects should be consulted.
- Prepare a Stakeholder Consultation Plan, providing an opportunity for the relevant authorities and IAPs to raise issues and concerns pertaining to the proposed geothermal wells drilling and allow the identification of the additional alternatives and recommendations. Describe a schedule for public consultation with these different groups, including number and timing of public input. Methods to be employed e.g. media announcements, questionnaires, one on one meetings, public steering committees should also be captured. Public consultation should occur, at least, during the inception and collection of baseline information, and at the draft report stage. An annex of ESIA should summarize the Public consultation process and the results of the consultation process.

- Gather more detailed information through which the study team could anticipate issues not raised by the IAPs that will be addressed by the Environmental Social Impact Assessment report.
- Focus the study on relevant issues and recommend specific investigations, such that the resulting ESIA is useful to decision makers and it addresses the concerns of IAPs.

#### **4.1.3 Legal and Administrative Framework**

- Describe the pertinent regulations and standards governing environmental quality, health and safety, protection of sensitive areas, protection of endangered species, land use control etc, at international and national levels.
- Describe the current administrative arrangements for environmental regulation, enforcement and management in Kenya.
- Provide a general assessment of the government agencies involved in environmental and social management issues, to ensure that the EMP will be effectively implemented. The agencies may need strengthening through capacity building measures to be specified in the Environmental Management Plan.

#### **4.1.4 Description of the Environment/Project Setting**

- Physical environment: geology, topography, soils, climate and meteorology; ground water and surface hydrology
- Biological environment: flora; fauna; rare or endangered significant natural sites, etc.; species of commercial importance, and species with potential to become nuisances, vectors or dangerous
- Socio-cultural environment: (include both present and projected where appropriate); population affected (numbers and subsistence systems), land use where appropriate and property (including houses, crops/plants and other properties etc.); planned development activities; public health; cultural characteristics (including cultural property and heritage); and gender differentiation.
- Economic activities: livelihood; employment; gender composition. Some examples of the specific activities are: based on field surveys; identification of any species of special concern, namely species with conservation status or endemic to the area including birds; commentary on conservation status of specific species; compilation of a broad scale vegetation or habitat

map of the area indicating the extent to which the proposed project can affect each vegetation or habitat type; description of current land use and compilation of a broad land use map.

#### **4.1.5 ESIA Methodology**

As a chapter of the ESIA report, the consultant will describe the methods used for conducting the ESIA (scoping and bounding, impact analysis and public consultation process, etc.). The consultant will include a public participation plan to include stakeholder identification process, stakeholders identified, stages within the ESIA process where stakeholders have participated, and the different levels of participation used. Identification of impacts will include the identification of the important environmental components, and selection criteria used for identifying the significant impacts (positive and negative) whenever possible. Significant levels may be determined through the application of a scoring system if the consultant feels that such an approach is warranted. The consultant will employ environmental economic analysis where applicable, particularly to justify significant impacts to be mitigated.

#### **4.1.6 Potential Impacts of the Proposed Project**

Using the collected baseline data and the system or monitoring and evaluation, the consultant will take a systematic approach to identification, mitigation and evaluation of all impacts and will identify potential changes which the proposed project may cause.

These would include, but not be limited to, changes in the following:

- Physical environment
- Biological environment.
- Socio-cultural environment.
- Economic activities.
- Employment opportunities.
- Safety issues, including (i) measures to assure safety of local residents in relation to geothermal development activities (ii) ensure that the safety and health concerns of permanent, temporary and migrant workers are addressed and (iii) an HIV, AIDS program for workers and affected communities.
- Construction phase impacts.
- Waste management for the entire project, including the work camps and construction sites.
- Traffic density, safety and dust control.
- Land acquisition and resettlement as per national and international guidelines.

**The Consultant will analyze:**

- Positive and negative impacts.
- Direct and indirect impacts, short term and long term.
- Impacts that are avoidable/unavoidable; reversible/irreversible.
- Pre-construction actions to avoid or minimize negative impacts.
- Construction and operational phase impacts.
- Cumulative impacts occurring as a consequence of other activities in the project area: existing activities, projects under construction or planned activities within a reasonable time frame.
- Impacts in critical and non-critical habitats.
- Identify the potential risk of the spread of HIV/AIDS and other sexually transmitted diseases during the construction period, and prepare a detailed plan for awareness and prevention including resource implications.

Wherever possible, the consultant will describe impacts quantitatively. In terms of environmental costs and benefits, and assign economic values when feasible. Impact analysis should be divided between construction and operation impacts.

**4.1.7 Environmental and Social Management Plan**

An Environmental and Social Management Plan (ESMP) that addresses the following aspects should be prepared:

- Activities and impacts: Predicted adverse environmental and social impacts (and any uncertainties about their effects) for which mitigation is necessary should be identified and summarized. Effective measures to prevent or reduce significant negative impacts to acceptable levels during (i) construction and (ii) operation. Estimate the impacts and costs of those measures. Estimate the costs of any residual impacts. Another area of impacts that could contribute substantially are the cumulative effects of construction and operational phases of the Project. Most of these, if not all, can be avoided by following a set of best practices that the consultant will prepare.
- Description of implementation and monitoring program: Prepare a detailed arrangement (responsibilities) for implementing and for monitoring implementation of mitigation measures and the impacts of the project during construction and operation and maintenance. This will include a description of monitoring methodology, specific operations and features to be

monitored, monitoring reporting relationships, and arrangements to ensure that monitoring is effective and leads to modifications where required to ensure minimal impact on the environment. Include in the plan an estimate of costs and description of other inputs such as training and institutional strengthening to ensure effective monitoring. An indication of what performance indicators to be used is to be provided.

- Institutional strengthening and training: Identification of institutional needs to implement environmental recommendations:

#### **4.1.8 Land Acquisition & Compensation Plans (LACP) / Resettlement Action Plan (RAP)**

The Consultant shall develop a comprehensive RAP/LACP based on a door-to-door survey ("resettlement survey") for all expropriation operations and displacements of houses and businesses needed for the selected option.

The objective of the RAP/LACP is to ensure that the population to be expropriated and displaced by the project is formally consulted and adequately compensated and treated. Involuntary resettlement should be avoided or minimized where feasible. However if displacements and expropriation are unavoidable, a resettlement plan needs to be developed. Displaced and expropriated persons should be consulted and compensated for the losses at full replacement costs prior to the actual move. Secondly, they should be assisted in the move and supported during the transition period in the resettlement site. Thirdly, assistance should be provided in their efforts to improve on their former living standards or at the very least maintain them.

In general, a LACP/RAP would include the following sections:

##### **i. Executive Summary**

This should include the statement of objectives, legal framework and main recommendations.

##### **ii. Description of the Project**

A general description and identification of the project area.

##### **iii. Potential impacts**

Should include identification of:

- The project component or activities that give rise to LACP/resettlement.
- The zone of impact of such activities.
- The alternatives considered to avoid or minimize resettlement; and
- The mechanisms established to minimize resettlement to the extent possible, during project implementation.

##### **iv. Main objectives of the LACP/resettlement program**

## **Socio-economic survey**

Findings of socio-economic studies to be conducted in the early stages of project preparation and with the involvement of potentially displaced people, including:

### **i. The results of a census survey covering:**

- a) The current occupants of the affected area to establish a basis for the design of the LACP/resettlement program and to exclude subsequent inflows of people for eligibility for compensation and resettlement assistance.
- b) Standard characteristics of displaced households.
- c) The magnitude of the expected loss - total or partial – of assets, and the extent of displacement, physical or economic.
- d) Information on vulnerable groups or persons, for whom special provisions may have to be made.
- e) Provisions to update information on the displaced peoples livelihoods and standards of living at regular intervals.

### **ii. Other studies describing the following:**

- a) Land tenure and transfer systems, Including an inventory of common property natural resources from which people derive their livelihoods and sustenance, non-title-based infrastructure systems, and any issues raised by different tenure systems in the project area.
- b) The patterns of social interaction in the affected communities, including social networks and social support systems, and how they will be affected by the project.
- c) Public infrastructure and social services that will be affected.
- d) Social and cultural characteristics of displaced communities including a description of formal and informal institutions that may be relevant to the consultation strategy and to designing and implementing the LACP/resettlement activities.

### **iii. Legal framework**

Should include:

- a) The scope of the geothermal well drilling activities and the nature of compensation associated with it in terms of both the valuation methodology and the timing of payment;
- b) The applicable legal and administrative procedures;
- c) Relevant laws governing land tenure, valuation of assets and losses, compensation and natural resource usage rights customary personal law related to displacement and any

legal steps necessary to ensure the effective implementation of resettlement activities under the project.

#### **iv. Institutional framework**

This should cover:

- a) The identification of agencies responsible for resettlement activities and NGOs that may have a role in project implementation;
- b) An assessment of the institutional capacity of agencies and NGOs; and
- c) Any steps that are proposed to enhance the institutional capacity of agencies and NGOs responsible for resettlement implementation.

### **5.0 REPORTING**

The consultant will produce the following reports in draft and final versions:

- a) Kick-off meeting
- b) Inception Report including a detailed work plan
- c) Environmental and Social Impact Assessment reports
- d) Environmental Management Plan
- e) Stakeholder Engagement Plan (SEP)/ Stakeholder Consultation Plan (SCP)
- f) Land Acquisition & Compensation Plan (LACP)/Resettlement Action Plan
- g) Executive Summary of Environmental and Social Impact Assessment Report - Final Report

### **6.0 TERMS OF ENGAGEMENT**

- i. The Consultant will be engaged for a one term contract. However, duration of site supervision will depend on the activities on site.
- ii. The consultant will attend a kickoff/scoping meeting for the purpose of clarification and discussion of tasks and key business issues.
- iii. The consultant will provide costing indicating task, resource person/expert, rate/day, duration in man-days, labour, etc.
- iv. The consultant will provide his own accommodation and transport.
- v. The consultant will provide a detailed work plan prior to beginning works which will be mutually agreed with the Client.
- vi. GDC will provide all drawings and designs of the proposed development.

## 7.0 Consultant's Skill And Experience

The firms submitting proposals should demonstrate that they can mobilize and deploy multiple skills necessary to undertake the range of tasks set out in this Terms of Reference.

The review and evaluation will comprise a team, managed by a Lead Consultant. Each individual on the team must be personally available to do the work as and when required. The Lead Consultant will be held accountable, in terms of services and technical assistance or the contract, for ensuring project deliverables and for the professional conduct and integrity of the team.

Consultants will be selected upon demonstration of the technical evaluation criteria stipulated in clause 2.7.1 –

## 8.0 Time Schedule

The consultancy is expected to take **2 months from assignment kick-off.**

The consultant should develop a project implementation timeline aligned to the scope of work indicating the detailed activities and assignment of key staff using the guideline below:

	Weeks from Assignment Start Date															Estimated Duration from Assignment start date (no. of weeks)
Deliverable	Staff Assigned	1	2	3	4	5	6	7	8							



## **9.0 Clients Inputs**

### **a. Office & Stationery**

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

- (i) The provision of accommodation and equipment
- (ii) The provision of all vehicles and transport arrangements
- (iii) Medical arrangements
- (iv) Ensuring of security of its staff during the field study
- (v) Other support services as may be necessary

### **b. GDC Staff**

GDC will assign staff to coordinate the provision of information as may be required by the consultant during the duration of the assignment and also counterpart staff especially during public/local community/ stakeholder consultation meetings .

## **10.0 IMPROVEMENT OF TOR**

The Consultant may offer suggestions and improvements in the Terms of Reference, which it 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.

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

## **CONTRACT FOR CONSULTANT'S SERVICES**

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

between

---

*[name of the Client]*

AND

---

*[name of the Consultant]*

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

## FORM OF CONTRACT

### Large Assignments (Lump-Sum Payments)

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

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

#### WHEREAS

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

NOW THEREFORE the Parties hereto hereby agree as follows:

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

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

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

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

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

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

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

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

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

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination**



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

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

For the purpose of this clause;

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

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

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

**2.6.2 By the Consultant** The Consultant may terminate this Contract by not less

than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3 Payment upon Termination**

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

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

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

### **3.1 General**

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

### **3.2 Conflict of Interests**

**3.2.1  
Consultant Not  
to Benefit from  
Commissions  
Discounts,  
Etc.**

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or ,the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

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

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

**3.2.3  
Prohibition of  
Conflicting  
Activities**

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

(a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality**

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

**3.4 Insurance to be Taken Out by the Consultant**

The Consultant (a) shall take out and maintain and shall cause any sub-consultant[s] to take out and maintain, at his (or the sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Consultant's Actions Requiring Client's Prior Approval**

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

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

**3.6 Reporting Obligations**

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

**3.7 Documents prepared by the Consultant to Be the Property of the Client**

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

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

## **CONSULTANT'S PERSONNEL**

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

**4.2 Removal and/or Replacement Of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

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

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

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

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

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

**6.1 Lump-Sum Remuneration** The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Sub-

consultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

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

## **SETTLEMENT OF DISPUTES**

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

### III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
1.1(i) <i>Environment</i>	The Member in Charge is <i>[Gabriel Wetangula - Manager Environment]</i>
1.4	<p>The addresses are:</p> <p>Client: <b>Geothermal Development Company</b></p> <p>Attention: _____</p> <p>Telephone: _____</p> <p>Email: _____</p> <p>Facsimile: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Telephone: _____</p> <p>email: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p>

For the  
Consultant:\_\_\_\_\_

- 2.1 The date on which this Contract shall come into effect  
Is immediately after contract signing

***Note:** The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Consultants of advance payment and by Client of bank guarantee*

- 2.2 The date for the commencement of Services is\_\_\_\_\_ [date]

- 2.3 The period shall be \_\_\_\_\_ [3 months].

- 3.4 The risks and coverage shall be:

(i) Professional Liability

\_\_\_\_\_

(ii) Loss of or damage to equipment and property

\_\_\_\_\_

- 6.2(a) The amount in foreign currency or currencies  
is\_\_\_\_\_ [Insert amount].

- 6.2(b) The amount in local Currency is\_\_\_\_\_ [Insert amount]

- 6.4 Payments terms:

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



## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

### Part 1 – General:

Business Name

.....

Location of business premises.

.....

Plot No..... Street/Road

.....

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

Nature of Business

,.....

Registration Certificate No.

.....

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

.....

Name of your bankers ..... Branch

.....

### Part 2 (a) – Sole Proprietor

Your name in full ..... Age

.....

Nationality ..... Country of origin

.....

- Citizenship details

.....

.....

- 

### Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship
------	-------------	-------------

Details	Shares
---------	--------

1. ....	.....
---------	-------

.....	.....
-------	-------

2. ....	.....
---------	-------

.....	.....
-------	-------

3. ....	.....
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.....	.....
-------	-------

4. ....	.....
---------	-------

.....	.....
-------	-------

	Part 2 (c ) – Registered Company			
Private or Public .....				
State the nominal and issued capital of company- Nominal Kshs. .... Issued   Kshs. ....				
Given details of all directors as follows				
	Name	Nationality	Citizenship	
Details	Shares			
1.	.....			
	.....			
2.	.....			
	.....			
3.	.....			
	.....			
4.	.....			
	.....			
5	.....			
	.....			
Date ..... Signature of Candidate .....				

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

## DECLARATION OF UNDERTAKING

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

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

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

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

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

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

(Name of company)

(Signature(s))