



GEOHERMAL DEVELOPMENT COMPANY LIMITED

REQUEST FOR PROPOSAL FOR THE DEVELOPMENT OF 70MW-100MW POWER PLANT FOR PAKA GEOTHERMAL PROJECT

**INVITATION TO TENDER (ITT) NO:
GDC/PMT/RFP/051/2024-2025**

**TENDER CLOSING DATE AND TIME: 2nd JUNE 2025 AT
1100HRS (EAST AFRICAN TIME)**

**Geothermal Development Company Ltd
P.O. Box 100746-00101
NAIROBI
Tel: +254 719 037000; 020 2427516
Email: procurement@gdc.co.ke
Website: www.gdc.co.ke**

DATE OF ISSUE: 28/02/2025

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SECTION 1: REQUEST FOR PROPOSAL (RFP)

Date: 28/02/2025

Reference No. GDC/PMT/RFP/051/2024-2025

NAME OF ASSIGNMENT: REQUEST FOR PROPOSAL (RFP) FOR THE DEVELOPMENT OF 70MW – 100MW POWER PLANT FOR PAKA GEOTHERMAL PROJECT

1. The Geothermal Development Company Ltd now invites a sealed proposal from **M/s AMEA Power LLC to Develop 70MW-100MW Power Plant for Paka Geothermal Project**. More details on the development of the Power Plant are provided in the **Terms of Reference**.
2. It is not permissible to transfer this RFP to any other firm.
3. Selection will be done under Single Source Selection method and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: www.ppra.go.ke.
4. This document has four (4) sections;

Section 1: Letter of Request for Proposal
Section 2: Instructions to the Strategic Partner and Data Sheet
Evaluation Criteria – Preliminary & Technical
Section 3: Technical Proposal Standard Forms
Section 4: Terms of Reference

There will be a **Mandatory Site Visit and tender conference/meeting** as follows;

- B) The mandatory site visit to be held on Tuesday 1st April 2025 at Baringo-Silali Geothermal Project. (Assemble at GDC North Rift Kapkerwa Office at 9.00am). Map for GDC Kapkerwa office is enclosed.**
 - B) Pre-bid Meeting to be held on Thursday 3rd April 2025 at Kawi house, 4th floor board room at 10.00am.**
5. Please inform us in writing at the address below or by E-mail to **procurement@gdc.co.ke**
 - a) That you have received this Request for Proposals; and
 - b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) as Sub-Contractors (if permissible under Section 2, Instructions to Strategic Partner (ITI), Data Sheet14.1.1).
6. Completed proposal to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at GDC Kawi

House Office Ground Floor, located at South C Bellevue, Off Mombasa Road, Red Cross Road, or be addressed to;

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

To be received on or before **2nd June 2025 at 1100HRS (East Africa Time)**

7. Tenders will be opened immediately after the deadline date and time specified above

MANAGING DIRECTOR & CEO

SECTION 2 (A). INSTRUCTIONS TO THE STRATEGIC PARTNER AND DATA SHEET

Section 2(a). Instructions to Strategic Partner

A. GENERAL PROVISIONS

1. Meanings/Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Strategic Partner.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the Strategic Partner selection process and signs the Contract for the development of 70MW-100MW Power Plant at Paka Geothermal Project with the selected Strategic Partner.
- d) “Strategic Partner” means a legally established firm or an entity that may provide or provides the Power Plant for Paka Geothermal project to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Strategic Partner and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) “Data Sheet” means an integral part of the Instructions to Strategic Partners (ITC) Section2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Firm, Sub-Contractor or Power Plant Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing “means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Strategic Partner where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are Jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the development of Paka project under the Contract and whose CV is considered in the technical evaluation of the Strategic Partner's proposal.
- m) “ITC” (this Section2 of the RFP) means the Instructions to Strategic Partners that provides the Strategic Partners with all information needed to prepare their Proposals.
- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity to the Strategic Partners.

- o) “Non-Key Expert(s)” means an individual professional provided by the Strategic Partner or its Sub-Strategic Partner and who is assigned to perform the development of Paka project or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Strategic Partner.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Strategic Partner.
- s) “Development of Power Plant for Paka Geothermal project” means the work to be performed by the Strategic Partner pursuant to the Contract.
- t) “Sub-Strategic Partner” means an entity to whom the Strategic Partner intends to subcontract any part of the development of Paka project while the Strategic Partner remains responsible to the Procuring Entity during the whole performance of the Contract.
- v) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Strategic Partner and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Entity named in the Data Sheet intends to select a Strategic Partner using the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Strategic Partner is invited to submit a Technical Proposal and a Financial Proposal, for development of Paka project. The Proposal will be the basis for negotiating and ultimately signing the Joint Development Agreement and other associated Contracts with the Strategic Partner.
- 2.3 The Strategic Partners should familiarize itself with the local conditions and take them into account in preparing its Proposal, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Strategic Partners' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Strategic Partner, the inputs, relevant project data, and reports required for the preparation of the Strategic Partner's Proposal as specified in the Data Sheet.

3. Conflict of Interest

- 3.1 The Strategic Partner is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Strategic Partner has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the

Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Strategic Partner or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Strategic Partner shall not be hired under the circumstances set forth below:

i) *Conflicting Activities*

Conflict between investment activities and procurement of goods, works or in the development of Paka project: a firm that has been engaged by the Procuring Entity to provide goods, works, or the development of Paka project, or any of its Affiliates, shall be disqualified from providing Power Plant development of Paka project resulting from or directly related to those goods, works. Conversely, a firm hired to provide Power Plant development of Paka project for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or Power Plant development of Paka project resulting from or directly related to the Power Plant development of Paka project for such preparation or implementation.

ii) *Conflicting Assignments*

Conflict among investment assignments: the Strategic Partner (including its Experts and Sub-Strategic Partners) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Strategic Partner for the same or for another Procuring Entity.

(iii) *Conflicting Relationships*

Relationship with the Procuring Entity's staff: the Strategic Partner (including its Experts and Sub-Strategic Partners) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and: (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Strategic Partner or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting for Power Plant development of Paka project related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to the Strategic Partner together with this RFP all information that would in that respect give such Strategic Partner any unfair competitive advantage over competing Strategic Partners.

5. Corrupt and Fraudulent Practices

- 5.1 Strategic Partner firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Strategic Partner firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

5.2 Collusive practices

- 5.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Strategic Partner found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Strategic Partners shall be required to complete and sign the “Certificate of Independent Proposal Determination” annexed to the Proposal Form.
- 5.3 In further pursuance of this policy, Strategic Partners shall permit and shall cause their agents (where declared or not), subcontractors, sub-Strategic Partners, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

6. Eligibility

- 6.1 In selection of Strategic Partners, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.
- 6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Strategic Partners including proposed experts, Power Plant ventures and individual members from all countries and categories to offer consulting or Power Plant development of Paka project. The maximum number of members so far JV shall be specified in the TDS.
- 6.3 The Competition Act of Kenya requires that firms wishing to tender as Power Plant Venture undertakings which may prevent, distort or lessen competition in provision of Power Plant development of Paka project are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

- 6.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 6.5 It is the Strategic Partner's responsibility to ensure that it's Experts, Power Plant venture members, Sub-Strategic Partners, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- 6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:
 - a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
 - b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:
 - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or Power Plant development of Paka project from that country or any payments to any country, person, or entity in that country.
 - c) Restrictions for Government-owned Enterprises-Government-owned enterprises or institutions in Kenya shall be eligible only if they can establish that they
 - i) Are legally and financially autonomous,
 - ii) Operate under commercial law, and
 - iii) That they are not dependent agencies of the Procuring Entity.
 - d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.
- 6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of Strategic Partners. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

B. Preparation of Proposals

7. General Considerations

- 7.1 In preparing the Proposal, the Strategic Partner is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

- 8.1 The Strategic Partner shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul

the selection process at any time prior to Contract award, without there by incurring any liability to the Strategic Partner.

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Strategic Partner and the Procuring Entity shall be written in the English language.

10. Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2 The Strategic Partner shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.
- 10.3 The Strategic Partner shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

11. Only One Proposal

- 11.1 The Strategic Partner (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Strategic Partner, including any Joint Venture member, submits s or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-Strategic Partner, or the Strategic Partner's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
- 11.2 Members of a Joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another Power Plant venture for the purposes of the same Contract.
- 11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

12. Proposal Validity

a. Proposal Validity Period

- 12.1 The Data Sheet indicates the period during which the Strategic Partner's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Strategic Partner shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Strategic Partner's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

b. Extension of Validity Period

- 12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, the Strategic Partner who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Strategic Partner agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC12.7.
- 12.6 The Strategic Partner has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Strategic Partner shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Strategic Partner fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

c. Sub-Contracting

- 12.9 The Strategic Partner shall not subcontract the whole or part of the Power Plant development of Paka project without reasonable justification and written approval of the Procuring Entity.

13. Clarification and Amendment of RFP

- 13.1 The Strategic Partner may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all the Strategic Partner. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to the Strategic Partner and will be binding on them. The Strategic Partner shall acknowledge receipt of all amendments in writing.
- 13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Strategic Partner reasonable time to take an amendment into account in their Proposals.
- 13.4 The Strategic Partner may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the

Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals–Specific Considerations

- 14.1 While preparing the Proposal, the Strategic Partner must give particular attention to the following:
- (a) If a Strategic Partner considers that it may enhance its expertise for the assignment by associating with other Strategic Partners in the form of a Joint Venture or as Sub-Strategic Partners, it may do so as long as only one Proposal is submitted, in accordance with ITC 11. Above. A Strategic Partner cannot associate with shortlisted Strategic Partner(s). When associating with non-shortlisted/non-invited firms in the form of a Power Plant venture or a sub-consultancy, the shortlisted/invited Strategic Partner shall be a lead member. If shortlisted/invited Strategic Partner associates with each other, any of them can be a lead member.
 - (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Strategic Partner's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
 - (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

15. Technical Proposal Format and Content

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Strategic Partner shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

16. Financial Proposal

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the Strategic Partner selection method, any Strategic Partner that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

a. Price Adjustment

- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data

Sheet.

b. Taxes

- 16.3 The Strategic Partner and its Sub-Strategic Partners and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Kenya is provided in the Data Sheet.

c. Currency of Proposal

- 16.4 The Strategic Partner may express the price for its Power Plant development of Paka project in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

d. Currency of Payment

- 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. SUBMISSION, OPENING AND EVALUATION

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Strategic Partner shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Strategic Partners shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Strategic Partner has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Strategic Partner shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.5 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

18. Sealing and Marking of Proposals

- 18.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning “DO NOT OPEN BEFORE 2nd June 2025 at 1100HRS (East African Time) (The time and date for

proposal opening date”. Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

- 18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:
- i) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Technical Proposal, as described in ITC11;
 - ii) in an envelope or package or container marked “COPIES”, all required copies of the Technical Proposal;
 - iii) in an envelope or package or container marked “ORIGINAL”, all required copies of the Financial Proposal; and
- 18.3 The inner envelopes or packages or containers shall:
- i) Bear the name and address of the Procuring Entity.
 - ii) Bear the name and address of the Firm; and
 - iii) Bear the name and Reference number of the Assignment.
- 18.4 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.
- 18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

19. Confidentiality/Canvassing

- 19.1 From the time the Proposals are opened to the time the Contract is awarded, the Strategic Partner should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Strategic Partners who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 19.2 Any attempt by Strategic Partners or any one on behalf of the Strategic Partner to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.
- 19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Strategic Partner wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

20. Opening of Technical Proposals

- 20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Strategic Partners' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

- 20.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Strategic Partner or, in case of a Power Plant Venture, the name of the Power Plant Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

21. Proposals Evaluation

- 21.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Strategic Partners in accordance with ITC 22.1.
- 21.2 The Strategic Partner is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

22. Evaluation of Technical Proposals

- 22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.
- a) Firm has submitted the required number of copies of the Technical Proposals.
 - b) Firm has submitted a sealed financial proposal.
 - c) The Proposal is valid for the required number of days.
 - d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
 - e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
 - f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
 - g) Key Experts are from eligible countries.
 - h) Key Experts do not appear in more than one proposal, if so required.
 - i) A short-listed firm has not participated in more than one proposal, if so required.
 - j) The Strategic Partner is not insolvent, in receivership, bankrupt or in the process of being wound up.
 - k) The Strategic Partner, its sub-Strategic Partners and experts have not engaged in or been convicted of corrupt or fraudulent practices.
 - l) The Strategic Partner is neither precluded from entering into a Contract nor debarred by PPRA.
 - m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
 - n) The Strategic Partner, its sub-Strategic Partners and experts have no conflicts of interest.
- 22.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to

achieve the minimum technical score indicated in the Data Sheet.

23. Public Opening of Financial Proposals

23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Strategic Partners whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Strategic Partner's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 Financial Proposals for QBS, CQS and SSS

Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Strategic Partner is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Strategic Partner is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Strategic Partner.

When the selection is based on the SSS method and if the invited Strategic Partner meets the minimum technical score required passing, the financial proposal shall be opened and the Strategic Partner invited to negotiate the contract.

23.3 Financial Proposals for QCBS, FBS, LCS

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Strategic Partners whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Strategic Partner's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4 Opening of Financial Proposals

The opening date should allow the Strategic Partners sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Strategic Partner's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Strategic Partner's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of Strategic Partners and anyone else

who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Strategic Partners, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the records shall be sent to all Strategic Partners who submitted the Proposals.

24. Correction of Errors

- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- 24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Strategic Partner is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

- 25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Strategic Partner's financial proposal as separate items, and, therefore, considered in the evaluation.
- 25.2 All local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the Power Plant development of Paka project rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

26. Conversion to Single Currency

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

27. Abnormally Low Prices

- 27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.
- 27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm,

including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk and responsibilities and any other requirements of the RFP document.

- 27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

28. Abnormally High Prices

- 28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Strategic Partners is compromised.

- 28.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Strategic Partners on the reason or the high proposal price. The Procuring Entity shall proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

- 28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Strategic Partners is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

29. Combined Quality and Cost Evaluation

a. Quality and Cost Based Selection (QCBS) Method

- 29.1 In the case of Quality and Cost Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Strategic Partner that achieves the highest combined technical and financial score will be notified and invited for negotiations.

b. Fixed Budget Selection (FBS) Method

- 29.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. The Procuring Entity's evaluation committee will select the Strategic Partner with the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, notify and invite such Strategic Partner to negotiate the Contract.

c. Least Cost Selection (LCS) Method

- 29.3 In the case of Least-Cost Selection (LCS), the Procuring Entity's evaluation committee will select the Strategic Partner whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required to pass, notify the Strategic Partner and invite the Strategic Partner to negotiate the Contract.

d. Combined Technical and Evaluation Report

- 29.4 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Strategic Partner for negotiations.

30. Notification of Intention to enter into a Contract/Notification of Award

- 30.1 The Procuring Entity shall send to each Strategic Partner (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Strategic Partner. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:
- i) The name and address of the Strategic Partner with whom the Procuring Entity successfully negotiated a contract;
 - ii) the contract price of the successful Proposal;
 - iii) a statement of the reasons why the recipient's Proposal was unsuccessful
 - iv) the expiry date of the Standstill Period, and
 - v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

31. Standstill Period

- 31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Strategic Partner (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Strategic Partners to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

D. NEGOTIATIONS AND AWARD

32. Negotiations

- 32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Strategic Partner's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Strategic Partner.
- 32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Strategic Partner's authorized representative.

32.3 Availability of Key Experts

The invited Strategic Partner shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Strategic Partner's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Strategic Partner.

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

32.5 Technical negotiations

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Power Plant development of Paka project" part of the Contract. These discussions shall not substantially alter the original scope of Power Plant development of Paka project under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

32.6 Financial negotiations

The financial negotiations include the clarification of the Strategic Partner's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

- 32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.
- 32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Strategic Partners in similar contract for the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Strategic Partner to open its financial proposal and negotiate the contract.
- 32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Strategic Partners in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications,

the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Strategic Partner for negotiations.

- 32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Strategic Partner selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting Power Plant development of Paka project.

33. Conclusion of Negotiations

- 33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Strategic Partner's authorized representative and minutes prepared to record the outcome of the negotiations.
- 33.2 If the negotiations fail, the Procuring Entity shall inform the Strategic Partner in writing of all pending issues and disagreements and provide a final opportunity to the Strategic Partner to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Strategic Partner of the reasons for doing so. The Procuring Entity will invite the next-ranked Strategic Partner to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Strategic Partner, the Procuring Entity shall not reopen the earlier negotiations.

34. Letter of Award

- 34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Strategic Partner. The letter shall confirm the Procuring Entity's award of Contract to the successful Strategic Partner and requesting the Strategic Partner to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

35. Signing of Contract

- 35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 35.2 The Strategic Partner is expected to commence the assignment on the date and at the location specified in the Data Sheet.

36. Publication of Procurement Contract

- 36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the Strategic Partners that submitted proposals; (e) names of all Strategic Partners whose Proposals were rejected or were not evaluated; (f) the name of the successful Strategic Partner, the final total contract price, the contract duration and a summary of its scope.
- 36.2 Consider carefully the information on Strategic Partners to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:
- 36.3 The awarded Contract shall be published on the Procuring Entity's website with free

access if available and in the official procurement tender portal.

37. Procurement Related Complaint and Administrative Review

- 37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**.
- 37.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION 2 (B). DATA SHEET

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO STRATEGIC PARTNER
A. General Provisions	
1(j)	Electronic procurement system shall be used: No
2.1	Name of the Procuring Entity: Geothermal Development Company Ltd The Strategic Partner selection method is: Single Source Selection Method (SSS)
2.2	Financial Proposal to be submitted together with Technical Proposal in same envelopes: Yes The name of the assignment is: Request for Proposal for the Development of 70MW – 100MW Power Plant at Paka Geothermal Project
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 3rd April 2025 Time: 10.00am Address: Kawi House, 4th Floor Board Room. Telephone: 020 -2427516/0719037000 E-mail: procurement@gdc.co.ke Title of contact person: Managing Director & CEO
2.4	For purposes of executing this contract, you will be provided with the following items by the Procuring Entity; a) Any relevant information/data in custody of GDC that may be required for the purposes of this project.
6.2	Maximum number of members in the Joint Venture (JV) shall be: N/A However, the Strategic Partner is allowed to enhance their experience by associating with other firm(s) by providing letter of intent or sub-contracting agreement.
6.6 (a)	The list of debarred firms and individuals is available at the PPRA's website www.ppra.go.ke or email complaints@ppra.go.ke
6.7	The business will be registered with relevant authority
B. Preparation of Proposals	

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO STRATEGIC PARTNER
10.1	The Proposal shall comprise the following: All Mandatory & Technical Requirements 1. The Power of Attorney to sign the Proposal. 2. Certificate of Independent Proposal Determination. 3. TECH-1: Technical Proposal Submission Form 4. TECH-2: Strategic Partner's Organization and Experience 5. TECH-3: Comments and Suggestions 6. TECH-4: Description of Approach, Methodology and Workplan 7. TECH-5: Work Schedule and Planning for Deliverables 8. TECH-5A: Work Schedule Milestones 9. TECH- 6A: Team Composition, Assignment, and Key Experts' Input 10. TECH-6B: Curriculum Vitae (CV) for all Key Experts 11. TECH-7: Mandatory Documentary Evidence 12. TECH - 8: Self-Declaration Forms 13. FORM TECH - 9: Tender-Securing Declaration Form 14. TECH - 10 CON – 2 – Litigation History 15. FIN 1 – Form of Tender AND Financial Proposal (1) Proposed detailed project financial model as stated in the TOR.
12.1	Proposals must remain valid for 12 months after the proposal submission deadline.
13.1	Clarifications may be requested no later than 7 days prior to the submission deadline. The contact information for requesting clarifications is: _ E-mail: . Manager, Supply Chain Management Geothermal Development Company Limited Kawi House, South C, Bellevue, Off Mombasa Road, Red Cross Road P. O. Box 100746-00101 NAIROBI, KENYA. Email: procurement@gdc.co.ke copy to; pkapto@gdc.co.ke & General Manager, Business Development Geothermal Development Company Limited Kawi House, South C, Bellevue, Off Mombasa Road, Red Cross Road P. O. Box 100746-00101 NAIROBI, KENYA. Email: bd@gdc.co.ke GDC will respond in writing (e-mail in PDF format) to any request received at least seven (7) days prior to the deadline for the submission of tender's Any request for clarification must be in the Bidder's letterhead and signed, and must be in reference to the specific sections of the tender document properly numbered.

Reference ITC Clause	to PARTICULARS OF APPENDIX TO INSTRUCTIONS TO STRATEGIC PARTNER
16.3	Tax exemption may be applicable subject to approval by the National Treasury. Information on the tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website: www.kra.go.ke
16.4	The Financial Proposal shall be stated in the following currencies: Currency for quoting/financial model shall be: United States Dollar
C. Submission, Opening and Evaluation	
17.1	The Strategic Partners "shall not" have the option of submitting their <i>Proposals electronically</i> .
17.5	The Strategic Partner must submit: Proposal in five (5) copies, one (1) original and four (4) copies. Submit the bid documents in soft copy also in flash disk.
17.5.1	The proposal submission address is: The Managing Director & CEO Geothermal Development Company Limited Kawi House, South C P. O. Box 100746-00101 Nairobi, Kenya The inner and outer envelopes shall be clearly marked with the Tender No. and Tender Description, "GDC/HQS/RFP/051/2024-2025; REQUEST FOR PROPOSAL FOR DEVELOPMENT OF 70MW-100MW POWER PLANT FOR PAKA GEOTHERMAL PROJECT and the statement: "DO NOT OPEN EXCEPT IN THE PRESENCE OF PROPOSAL OPENING COMMITTEE". NB: The Proposal shall be submitted in a sealed envelope clearly marked as indicated above. The proposals shall be opened during tender opening/closing date.
18.5	The Proposals must be submitted no later than: Date: 2nd June 2025 Time: 1100HRS EAST AFRICAN TIME (EAT) The Proposal submission address is: Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue ,Off Mombasa Road, Red Cross Road, or be addressed to; THE MANAGING DIRECTOR, GEO THERMAL DEVELOPMENT COMPANY LTD P.O. BOX 100746 – 00101 NAIROBI, KENYA
20.1	An online option of the opening of the Technical Proposals is offered: No
20.2	In addition, the following information will be read aloud at the opening of the Technical Proposals

Reference ITC Clause	to PARTICULARS OF APPENDIX TO INSTRUCTIONS TO STRATEGIC PARTNER
	i) Name of the firm/sub-contractors as indicated in the Technical Proposal Submission form ii) Number of copies submitted and Page Numbering
22.1	Other eligibility and mandatory criteria shall be: Submission of Proposed Financial Model
22.2	The Criteria, sub-criteria, and point system for the evaluation of the Proposal: <i>As provided in the evaluation criteria below.</i>
23.4	An online option of the opening of the Financial Proposals is offered: <i>N/A</i>
25.2	For the evaluation, the Procuring Entity will include separate items of: <i>N/A</i> All terms and conditions of the Contract will be negotiated, finalized and included in the Transaction Agreements.
29.1 (SSBS)	The selection is subject to contract negotiation.
31	The Standstill Period shall be: <i>N/A</i>
D. Negotiations and Award	
32.1	Expected date and location for contract negotiations: Date: To be communicated upon submission and review of proposal Location: Kenya
35.2	Expected date for the commencement of the project development: As agreed in the negotiated contract
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: The publication will be done within 30 days after the contract signing
37.1	The procedures for making a Procurement-related Complaints are detailed in the “Regulations” available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint in writing.

QUALIFICATION REQUIREMENTS

The following shall be applied notwithstanding any other requirement in the tender documents.

1. Mandatory/Preliminary Requirements
2. Technical Requirements

Mandatory/Preliminary Requirements

No	Requirement	Documentation Required	Strategic Partner
1.	Address & Location of the company headquarters	Provide details in company letter head	<i>Must meet requirement</i>
2.	Notarized by attorney copy of Certificate of Registration or Registration details in the area of jurisdiction or equivalent	Certificate of Registration or equivalent	<i>Must meet requirement</i>
3.	Evidence of Tax compliance/obligations in the area of jurisdiction or equivalent Notarized by an advocate	Evidence of Tax compliance or equivalent	<i>Must meet requirement</i>
4.	Articles/ Memorandum of Association or equivalent in the in the area of jurisdiction Notarized by attorney	Article/Memorandum of Association or equivalent	<i>Must meet requirement</i>
5.	Certified copy of the Board Resolution	Board Resolution authorizing engagement of the project	<i>Must meet requirement</i>
6.	A copy of Certificate of Confirmation of Directors and Shareholding for limited companies Notarized by attorney or equivalent in the area of jurisdiction	List of directors and shareholders including declaration of beneficial owners of the company	<i>Must meet requirement</i>
7.	Company profile of the firm showing background of the firm and management structure, development operation of similar nature within the last 10 years indicating location & size,	Company Profile	<i>Must meet requirement</i>
8.	Duly filled Form Tech 1 – Technical Proposal Submission Form	Form Tech – 1	<i>Must meet requirement</i>
9.	Duly filled Certificate of Independent Proposal Tender Determination	Certificate of Proposal Determination	<i>Must meet requirement</i>
10.	Duly Filled Form SD1 - Self Declaration Form that the Person/Tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015.	Form SD1	<i>Must meet requirement</i>
11.	Duly Filled Form SD2 – Self Declaration that the person/tenderer will not engage in any	Form SD2	<i>Must meet requirement</i>

	corrupt or fraudulent practice.		
12.	Duly filled Declaration and Commitment to the Code of Ethics	Form - Code of Ethics	<i>Must requirement</i> <i>meet</i>
13.	Duly filled Form Tech 9 – Tender Securing Declaration Form	Form Tech 9	<i>Must requirement</i> <i>meet</i>
14.	Provide a Power of Attorney witnessed by an advocate in the company letter head stating the person the firm has authority to transact and do business on behalf of the company.	Power of Attorney	<i>Must requirement</i> <i>meet</i>
15.	Submission of audited financial statements for the last Five (5) years to demonstrate the current soundness of the Strategic Partner financial position and its prospective long term profitability. Criterion1: $\text{Current Ratio} = \frac{\text{Liquid Assets}}{\text{Liquid Liabilities}} \geq 1$ Criterion 2: $\text{Debt Ratio} = \frac{\text{Total Debt}}{\text{Total Assets}} \leq 1$	Audited Financial Statement	<i>Must requirement</i> <i>meet</i>
16.	Provide the following information. i. Conversion Tariff in USD/kWh & the corresponding Power Plant load factor ii. Return on Equity (%) iii. Indicative cost of debt (%) iv. Expected IRR after tax (%) v. Indicative Parasitic Load Tariff in USD/kWh	Financial Proposal & Form Fin 1 – Form of Tender	<i>Must requirement</i> <i>meet</i>
17.	Provide commitment letter/credit line from reputable financial institutions for this project whose value must meet total debt requirement. The debt must be a minimum of 70% of the total capital requirement.	Commitment letter/Credit Line	<i>Must requirement</i> <i>meet</i>
18.	Litigation History - Provide information on any history of or arbitration resulting from contracts executed in the last five (5) years or currently under execution which might impair the Strategic Partner's ability to undertake the Project.	Provide information in Form Tech 10 CON - 2	<i>Must requirement</i> <i>meet</i>
19.	Provide Project schedule on the construction of the Power Plant not exceeding twenty-four (24) months	Provide Ghant chart	<i>Must requirement</i> <i>meet</i>

Technical Requirements

No	CRITERIA	Marks
1	General Experience	20
	Provide list of similar projects undertaken (details of size, technology, location and financing) i. Four (4) Projects & above of 70-100MW Power Plant - 20marks ii. Three (3) Projects of 70-100MW Power Plant – 15marks iii. Two (2) Projects of 70-100MW Power Plant - 10 marks iv. One (1) Project of 70-100MW Power Plant – 5 marks	
2	Specific Experience	25
	i. Provide evidence of the Strategic Partner to design, develop and maintain geothermal Power Plants & list similar projects undertaken or in case the Strategic Partner has proposed EPC contractors for the project, the EPC contractor should provide evidence of experience in undertaking similar projects including size of the plant, location, type of technology, clients, address and contact person (Reference - FORM TECH-2) (15mks) ii. The Strategic Partner or sub-contractor should provide experience of undertaking operation and maintenance of geothermal power plant to include clients, addresses and contact person (10mks)	
3	Financial Capacity	15
	Provide evidence of financial resources such as liquid assets, lines of credit, and other financial means (i.e. Cash-flow required for the investment up to USD 350,000,000) - (15 marks)	
4	Concept and methodology responding to TOR	15
	i. Ensure clarity and completeness of the tender (2 points) ii. Provide an elaborate work plan to achieve the Terms of Reference. Work plan from inception to implementation (3 points). iii. Provide conceptual and methodological approach, working programme / working schedule, staffing schedule and task assignment descriptions, Work organization (10 points)	
5	Provide evidence of involvement of local content in the form of sub-contractors, use of local materials, personnel, transfer of knowledge etc.	10
6	Team Competence, Relevant Experience and Qualifications The curriculum vitae (CV) provided in this section should reflect relevant experience to the project.	15

	i. Project Manager/Team leader (5 marks) ii. Power Plant Expert (2 marks) iii. Transmission Line Expert (2 marks) iv. Safety Health and Environment Expert (2 marks) v. Economist/Financial Expert (2 marks) vi. Legal Expert (2 marks)	
Total (maximum)		100marks

NB: Pass Mark 70 marks

Professional Staff

The Strategic partner shall submit adequate information to demonstrate their technical capability in terms of experience of their staff to cover all the required disciplines (such as CVs, relevant certificates, certificate of membership to professional bodies etc).

The information should be brief and should include (FORM TECH- 6A):

- i. Statements of qualifications, competencies and relevant experience of key staff proposed for the assignment
- ii. Statements of any specific experience of the Strategic Partner in geothermal industry, or other energy-related projects
- iii. Any other relevant information in support of professional capability.

Minimum required experience of the professional staff proposed for the project shall be:

- i. Fifteen (15) years of experience in the relevant area of specialization for the team leader.
- ii. Ten (10) years of experience in the relevant area of discipline for the other key professional staff.

a) Project Manager/Team Leader

The team leader will be in charge of coordinating Strategic Partner activities in relation to the proposed development of the 70MW – 100MW Power Plant for Paka Geothermal Project. The Team Leader must possess **master's in engineering/science/business or other related field**. The team leader should be registered with relevant professional bodies or equivalent affiliation either (locally or in their respective country of origin).

The team leader must demonstrate evidence of having undertaken a similar assignment in the last fifteen (15) years.

b) Power Plant Expert

The power plant expert shall provide technical advice on power plant technology & design. The power plant expert must possess a relevant degree in Engineering or a relevant field. The power plant expert must show evidence of having undertaken a similar assignment in the last ten (10) years

c) Transmission Line Expert

The transmission line expert shall provide technical advice on power evacuation options and line design parameters. The transmission line expert must possess a relevant degree in electrical engineering or other related field. The transmission line expert must show evidence of having undertaken a similar assignment in the last ten (10) years

d) Safety Health and Environment Expert

The safety health and environment expert shall provide advice on safety health and environmental issues that might impact on the project. The safety health and environment expert must possess a relevant degree in environmental science or a related field. The safety health and environment expert must show evidence of having undertaken a similar assignment in the last ten (10) years

e) Economist/Financial Expert

The Economic and financial expert shall participate in carrying out financial evaluation of the proposed project and come up with a project financing model for the project as per ***Appendices A: Terms of reference***. The Economist/Financial Expert must possess a bachelor's degree in Commerce/Economics/Finance or any other related field. The Economist/Financial Expert must show evidence of having undertaken a similar assignment in the last ten (10) years

f) Legal Expert

The legal expert shall participate in the review and negotiation of project agreements. The legal expert must possess a bachelor's degree in law. The legal expert must show evidence of having undertaken a similar assignment in the last ten (10) years

NB: All the proposed experts must indicate in their CV's, the projects undertaken, their specific roles and responsibilities.

Financial Evaluation Requirements

The strategic partner should submit detailed project financing model as provided for in the Terms of Reference.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{Notes to Strategic Partner shown in brackets {} throughout Section 3 provide guidance to the Strategic Partner to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

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

{If the Strategic Partner's Proposal includes **Sub-Contractor Partners**, insert the following :} We are submitting our Proposal with the **following firms** as Sub-Contractors: *{insert a list with full name and address of each Sub-Contractors.}*

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.
- f) We confirm that we are not insolvent, in receivership, bankrupt or on the process of being of being wound up.
- g) The Strategic Partner shall declare in the Technical Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid-rigging.
- h) We are not guilty of any serious violation of fair employment laws and practices. We undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against collusive and anti-competitive practices, including bid rigging. To this effect we have signed the "Certificate of Independent Proposal Determination" attached below. We also undertake to adhere by the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya, copy

available from www.ppra.go.ke during the procurement process and the execution of any resulting contract.

- (l) We, along with any of our sub-Strategic Partners are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.
- (e) Except as stated in the ITC12 and Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause12 andITCClause29.3 and 29.4 may lead to the termination of Contract negotiations.
- (j) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (k) We understand that the Procuring Entity is not bound to accept any Proposal that it receives.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Power Plant development of Paka project related to the assignment no later than the date indicated in Clause 32.2 of the Data Sheet.

Authorized
Signature *{In full
and initials}*:

Name and Title
of Signatory:

Name of Strategic Partner
(company's name):
Contact information *(phone and e-mail)*:

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the _____ *[Name of Procuring Entity]*

for: _____ *[Name and number of tender]*
in response to the request for tenders made by: _____ *[Name of Tenderer]*
do hereby make the following statements that I certify to be true and complete in every respect:

I _____ certify, _____ on _____ behalf _____ of _____ *[Name of Tenderer]* that:

I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
1. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
2. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - Has been requested to submit a Tender in response to this request for tenders;
 - could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
3. **The Tenderer discloses that [check one of the following, as applicable]:**
 - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
4. In particular, without limiting the generality of paragraphs(5)(a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit, or not to submit, a proposal; or
 - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
5. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or Power Plant development of Paka project to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
6. The terms of the RFP have not been, and will not be, knowingly disclosed by the Strategic Partner, directly or indirectly, to any competitor, prior to the date and time of the official proposed opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph(5)(b)

above.

Name

Title

Date

[Name, title and signature of authorized agent of Strategic Partner and Date]

3. APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)

(Appendix shall not be modified)

Purpose

the government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Strategic Partners, Contractors and Suppliers; any Sub-contractors, Sub-Strategic Partners, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts ,and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (*no.33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - i) Shall not take part in the procurement proceedings;
 - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
 - b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor,

and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
 - c) Rejects a proposal or award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-Strategic Partners, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Strategic Partners, Contractors, and Suppliers and their Sub-contractors, Sub- Strategic Partners, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.
-

FORM TECH-2: STRATEGIC PARTNER'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Strategic Partners organization and an outline of the recent experience of the firm that is most relevant to the assignment. In the case of Sub-Contractors, information on similar assignments shall be provided for each partner.

A - Strategic Partner's Organization

Provide here a brief description of the background and organization of your company,

B – Experience

1. List only previous similar assignments successfully completed in the last [.....] years.

Assignment name:	Approx. value of the contract [US\$ etc.]:
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N° of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N° of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. Lead Member in ABC JV, or Sole Consultant):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Firm:	Name and Title of Signatory:

FORM TECH-3: COMMENTS AND SUGGESTIONS

Form TECH-3: The Strategic Partner to provide comments and suggestions on the Terms of Reference, that could improve the quality/effectiveness of the assignment;

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology, timelines and work plan in responding to the terms of reference.

{The structure of your Technical Proposal:

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
- i) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}
 - ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - iii) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9		n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Procuring Entity}												
D-2	{e.g., Deliverable #2:.....}												
N													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH- 6A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1	D-2	D-3		D-...				Home	Field	Total	
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
N															
											Subtotal				
NON-KEY															
N-1			[Home]												
			[Field]												
N-2															
N															
											Subtotal				
											Total				

1. For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert's country of residence.



Full time input



Part time input

FORM TECH-6B: CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, Team Leader}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact Infor for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2011-present]	[e.g., Ministry of, advisor/Strategic Partner to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Strategic Partner's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information : (e-mail.....
phone.....) Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert _____ Signature _____ Date _____

{day / month/year}

Name of authorized _____ Signature. _____ Date _____

Representative

of the Strategic

Partner (the

same who

signs the

Proposal

FORM TECH-7: MANDATORY SUPPORT DOCUMENTS

[The Strategic Partner shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]

- a) Certificate of Incorporation/Certificate of Registration

{Insert here a copy of certificate of incorporation or registration}

- b) Tax Compliance Certificate

{Strategic Partner to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}

- c) Practice License or Certificate for the Firm

{If required, Strategic Partner to insert a copy of the firm's practice license or registration certificate issued by the professional body specified under Data Sheet ITC 21.1}

- d) Similar Assignments Experience

{Strategic Partner to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}

- e) Academic Certificates

{Strategic Partner to insert copies of the required relevant academic certificates relevant to the assignment for all the key experts}

- f) Professional Certificates

{Strategic Partner to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the key experts}

- g) Professional Membership of Key Experts

{If applicable, Strategic Partner to insert copies of professional membership certificate for its key experts}

- h) Certificate of Independent Proposal Determination

(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).

FORM TECH - 8: SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of **Tender No.** for (Insert tender title/description) for (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....
..... (Title)
(Signature)
(Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box.....being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/ or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of (*Name of the Business/ Company/Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Firm/Company

Date.....

.....
(*Company Seal/ Rubber Stamp where applicable*)

Witness

Name
.....

Sign.....

Date.....

FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....[insert date (as day, month and year) of Tender Submission]

Tender No.:.....[insert number of tendering process]

To:.....[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I /We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Power Plant Venture, the Tender Securing Declaration must be in the name of the Power Plant Venture that submits the bid, and the Power Plant Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:Capacity

/ title (director or partner or sole proprietor, etc.) Name:

.....

Duly authorized to sign the bid for and on behalf of:[insert complete name of

Tenderer] Dated on day of [Insert date of signing] Seal or stamp

FORM TECH – 10 CON 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1 st January <i>[specify year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
☐ Contract(s) not performed since 1 st January <i>[specify year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
☐ Contract(s) withdrawn since 1 st January <i>[specify year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. ☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

FORM FIN 1 – FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

Date of this Tender submission:.....[insert date (as day, month and year) of Tender submission] **Tender** **Name** **and**

Identification:.....[insert identification] **Alternative**

No.:.....[insert identification No if this is a Tender for an alternative]

To: [Insert complete name of Procuring Entity]

Dear Sirs,

1. In accordance with the requirements of the project, we, the undersigned offer to design, procure/manufacture, supply, install, test and commission a.....MW Geothermal Power Plant at Paka at a cost of USD.....within a period ofmonths. We understand that the total cost of the power plant as quoted herein shall not form a basis of evaluating this tender.
2. The average plant availability factor over the contract period is estimated at%
3. Indicative cost of Steam Gathering System is USD.....and the cost of interconnection substation and transmission line is USD.....
4. The tariff consideration for the energy conversion based on the per Kilowatt-hour of electrical energy supplied in bulk to the off-taker at the interconnection point and the capacity charge payment for the 25-year contract period will be as follows:

	Description	Unit of Billing	Rate (USD)	Escalation factor p.a
A	Energy Conversion Charge* – Based on Net Electricity output	kWh		
B	Capacity Charge	MW		
C	Parasitic Load	kWh		

5. The Operations and Maintenance (O&M) Charge for the plant is estimated at US\$.....KWh

1. We undertake, if tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Particular Conditions of Contract.
2. We agree to adhere by this tender until.....[Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

3. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
4. We, the under signed, further declare that:
- (i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT8;
 - (ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - (iii) Tender-Securing Declaration: We have not been debarred by the Authority based on execution of a Tender- Securing Declaration or Tender Securing Declaration in Kenya in accordance with ITT 19.8;
 - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works/assignment]*;
 - (v) Tender Price: The total price of our Tender, excluding any discounts offered in item1 above is: *[Insert one of the options below as appropriate]*
 - (vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; Or

Option 2, in case of multiple lots:
 - a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
 - b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
 - vii) Discounts: The discounts offered and the methodology for their application are:
 - viii) The discounts offered are: *[Specify in detail each discount offered.]*
 - ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
 - x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tender ding document;
 - xii) One Tender Per Tender: We are not submitting any other Tender (s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
 - xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Project Manager, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
 - xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.8];*
 - xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
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(If none has been paid or is to be paid, indicate “none.”)

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from www.pppra.go.ke **during the procurement process and the execution of any resulting contract.**
- xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict of interest.
 - b) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya,

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in

“Appendix 1- Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: *[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above] **Date signed** [insert date of signing] day of [insert month], [insert year]

Date signed _____ day of _____,

SECTION 4: TERMS OF REFERENCE

FOR

DEVELOPMENT OF 70MW-100MW POWER PLANT FOR PAKA GEOTHERMAL

PROJECT

1.BACKGROUND

1.1 GDC Incorporation

Geothermal Development Company Limited (GDC) is a 100% state-owned corporation registered under the Companies Act (CAP 486) No.17 of 2015, incorporated in December 2008 as a special purpose vehicle to accelerate the development of geothermal energy in Kenya. GDC falls under the oversight of the Ministry of Energy and Petroleum (MoEP), with its head office located at Kawi House, South C, Bellevue, Red Cross Road, off Mombasa Road, Nairobi, Kenya.

1.2 Mandate

As the key driver for geothermal development, GDC's mandate includes but is not limited to:

- a) Conduct surface exploration, exploration, appraisal, and production drilling.
- b) Manage public resources such as rigs, and other infrastructure required for faster geothermal development.
- c) Develop the human capacity in geothermal technology in Kenya
- d) Support and promote the development of alternative uses of geothermal resources.
- e) Consulting on geothermal energy, other geoscience and resource projects, environmental studies, and project management
- f) Market geothermal as a benign environmentally friendly and least-cost power source for Kenya
- g) Support the Government efforts to attract funding and investment in geothermal energy for rapid development.
- h) Avail and sell steam to KenGen or IPPs to undertake power conversion.
- i) Develop direct uses of geothermal energy

1.3 Overview of Kenya Electricity Sector

1.3.1 Overview of roles and mandate of Kenya Electricity Sector players

Major reforms in the Kenyan electricity sub-sector have resulted in the unbundling of a vertically integrated monopoly, the establishment of an independent regulator, the participation of several players in the sector, including private power producers, and an efficient and transparent institutional framework. The energy sector has been undergoing restructuring and reforms as articulated in Sessional Paper No.4 of 2004 and the Energy Act No.12 of 2006. The institutions in the energy sub-sector in Kenya comprise the following:

- a. The Ministry of Energy and Petroleum (MoEP) is mandated by both the Policy and the Law for overall coordination of the Sector. It shall be responsible for the formulation and articulation of policies through which it provides an enabling environment to all operators and other stakeholders in the energy sector while providing a long-term vision for all sector players. It shall also be responsible for the issuance of Geothermal license for Paka geothermal field to GDC
- b. The National Treasury & Economic Planning is mandated to provide Overall Economic Policy and Public Finance Management. In this project, National Treasury will provide approval for the procurement method to be utilized, i.e. Specially Permitted Procurement and the tender document. It will issue Gok Support Measures including the GoK Letter of Support, Regional Liquidity Support Facility (RLSF) in liaison with ATIDI. It will also fund GDC's operations.
- c. The Energy Petroleum and Regulatory Authority (EPRA) is an independent single-sector regulatory agency mandated to guide and regulate technical and economic operations of the entire energy and petroleum sectors. It exists to protect the interests of the consumer, investor, and other stakeholders by enforcing the Energy Act 2019 and the Petroleum Act 2019. They will set and review the power tariff, and issue the power generation license
- d. Kenya Power and Lighting Company (KPLC) has the mandate of distribution and retailing of electricity in the country. It is currently the sole power buyer in Kenya, buying bulk energy from power producers based on negotiated Power Purchase Agreements (PPAs) for onward supply to consumers. It will issue a Power Purchase Agreement for power offtake. Take up the power as per PISSA and pay for the power and steam as per PISSA.
- e. Kenya Electricity Transmission Company Ltd (KETRACO) is a corporation wholly owned by the Government and mandated to plan, design, construct, own, operate and maintain high-voltage (132kV and above) electricity transmission infrastructure. In addition, KETRACO has been designated the national power System Operator as well as the sole Transmission Operator as per provisions of the Energy Act, 2019. In this project they will plan, design, procure, construct, install and commission the power transmission infrastructure for Paka project
- f. Energy & Petroleum Tribunal is responsible for settling disputes and appeals in the energy sector per the Constitution of Kenya 2010, Energy Act 2019, and any other relevant law.

- g. Office of the Attorney General is the Government legal advisor, and they provide advisory and review the terms of engagement/contractual agreements between the sector stakeholders and strategic partner including participation in negotiation thereof
- h. National Environment Management Authority (NEMA) is established under the Environmental Management and Co-ordination Act No. 8 of 1999 (EMCA) as the principal instrument of Government for the implementation of all policies relating to environment. In this project they will issue an Environmental Impact Assessment license
- i. The Water Resource Authority is mandated to provide a water extraction permit to be used in the project

1.3.2 Electrical Energy Situation in Kenya

The current installed capacity is about 3,238MW against a peak demand of about 2,288MW and at 75% connectivity access, out of this, geothermal contributes 940MW which is 29% of the total installed capacity as shown in the table below.

No	Source	Installed Capacity	% Contribution
1	Geothermal	940	29.0
2	Hydro	839	25.9
3	Wind	436	13.5
4	Solar	213	6.6
5	HFO	608	18.8
6	Biomass	2	0.1
7	Import	200	6.2
	Total	3,284	100

Source: Kenya Power Annual Report 2023

2. PAKA GEOTHERMAL PROJECT

2.1 Project Resource and Location

The Paka volcanic centre is located to the northeast of Korosi and Lake Baringo and to the south of Silali. It rises to a maximum altitude of 1697 m with an irregular outline covering an area of about 280 km². The Paka geothermal field is hosted within this volcanic complex (Figure 1), bound by the Latitude 00°25' N and Longitude 36°12'E. The volcano hosts exploitable geothermal resources driven by a magmatic heat source emplaced at shallow depth.

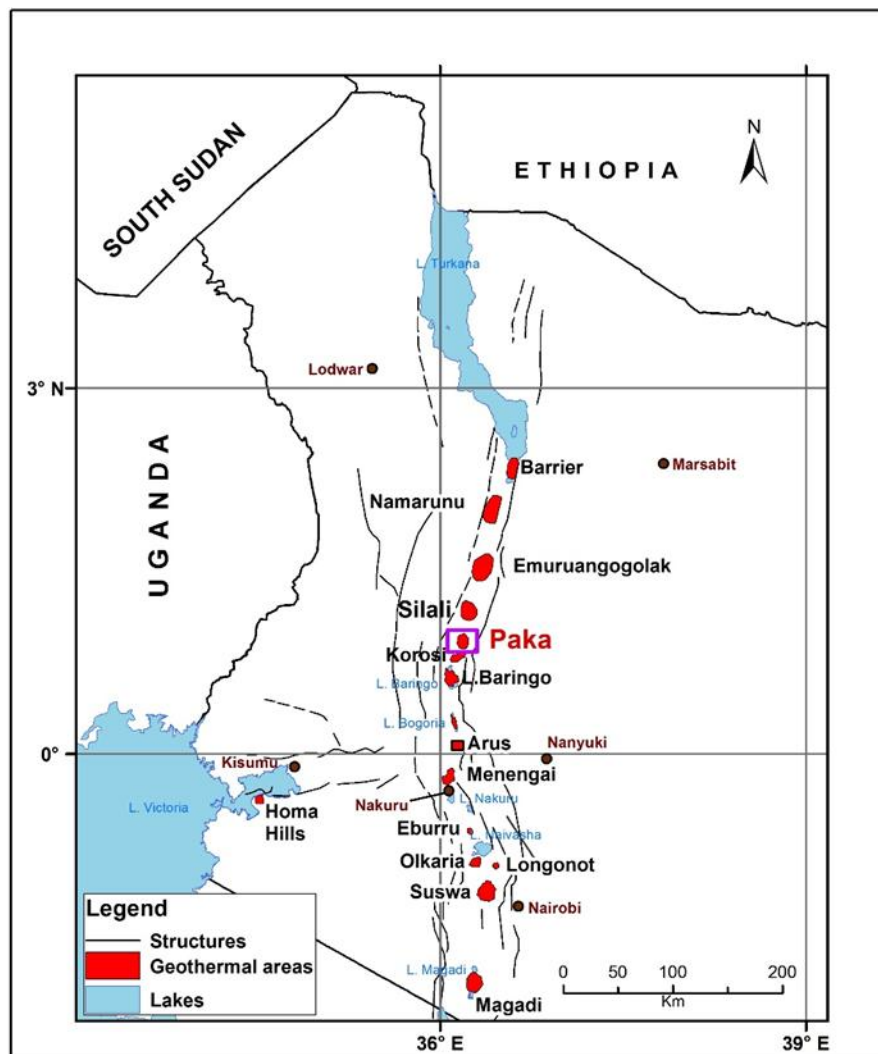


Figure 1: Location of Paka volcano along the Kenyan rift

Results from geoscientific studies conducted in Paka show that the resource could be vast based on geophysical anomalies and widespread surface thermal activity like fumaroles and hydrothermally altered grounds. Downhole logs identified areas with temperatures of fluids exceeding 300°C.

Drilled wells have proved the existence of a viable geothermal resource in the Paka geothermal field where over 70MW equivalent of steam is available at the wellhead for Power Plan development and currently, drilling for additional wells is ongoing.

2.2 Project Objective

The objective of this project is to engage a Strategic Partner who will finance, design, procure, construct, install, test, commission and operate a 70MW-100MW geothermal power plant for twenty-five (25) years. The Strategic Partner will further finance the installation of the steam gathering system on a Build Transfer basis, where the Strategic Partner shall build and commission the Steam Gathering System and transfer to GDC upon completion and finance the drilling of five (5) additional production/re-injection wells.

Repayment Terms

To repay the total cost of the steam gathering system and well drilling, GDC shall pay the equity component at a negotiated interest rate, while the debt component shall be repaid at cost. Further, a net Internal Rate of Return (IRR) of 10.5% shall be offered to AMEA, subject to negotiation between the parties and approval by the Energy and Petroleum Regulatory Authority (EPRA).

Additionally, GDC shall commence repayment of the amounts advanced for well drilling and steam gathering system financing to AMEA upon commencement of revenue generation from KPLC steam sales.

To firm up on the terms of repayment and capital advancement, the parties shall enter into a Revenue Sharing Agreement detailing the sharing of revenues including revenue from sale of steam, procedures for application and sharing of carbon credits considering factors such as investments, operational expenses, and risks.

2.3 General scope of the project

Strategic Partner

The project entails;

- i) The provision of finance for drilling of five (5) wells, steam gathering system, and a 70-100MW geothermal power plant subject to the outcome of the feasibility study.
- ii) Design, procure, construct, install, test, and commission the steam gathering system on a Build Transfer basis.
- iii) Construction, installation, testing, commissioning and operation of a 70MW-100MW power plant. The project period is 25 years from Full Commercial Operation Date (FCOD).

2.3.1 Drilling of Wells

GDC has so far drilled wells of which seven (7) productive wells and two (2) re-injection wells have been dedicated for this project. Additionally, to meet the expected target capacity for the project, i.e. 70-100MW geothermal plant, twelve (12) more production wells and two (2) re-injection wells will be required.

From the additional wells required, GDC is expected to drill fourteen (14) wells out of which five (5) wells will be financed by the Strategic Partner at an estimated cost of 28.5M USD. The Strategic Partner is expected to avail the funds for drilling within nine (90) days upon signing the contract.

GDC shall guarantee the Strategic Partner return on investment using steam revenues at a rate to be agreed by the parties as envisaged in the draft Revenue Sharing Agreement (RSA) (draft annexed).

2.3.2 Feasibility Study

GDC has procured the services of a consultant to carry out the Feasibility Study. The Strategic Partner will be involved in the feasibility study workshops and the final feasibility study report will be shared with the Strategic Partner.

2.3.3 Steam Gathering System

The Strategic Partner will finance, Build, and Transfer the Steam Gathering System (SGS) at an estimated cost of 45M USD. GDC will provide the Conceptual Design for the Steam Gathering System. GDC will procure a consultant (Owners Engineer) to be financed by the Strategic Partner in the steam gathering system who will be responsible for design review, supervision of the construction & commissioning of the SGS and issuance of completion certificates.

GDC shall guarantee the Strategic Partner return on investment using steam revenues at a rate to be agreed by the parties.

The Strategic Partner is expected to enter into Project Implementation Steam Supply Agreement (PISSA) and Revenue Sharing Agreement with GDC (draft annexed).

2.3.4 Power Plant

The Strategic Partner shall finance, design, procure/manufacture, install, test, and commission 70MW-100MW proposed power plant subject to the outcome of the feasibility study report. The Power Plant will be in operation for 25 years.

The construction of the Power Plant is expected to commence in the first quarter of 2026 with a target Full Commercial Operation Date (FCOD) of December 2027.

The Strategic Partner is expected to enter into a Power Purchase Agreement (PPA) with Kenya Power and Lighting Company, the off-taker.

The indicative bulk tariff (steam and power conversion) for the Project is \$5.69Kwh/hr, subject to approval by EPRA (Energy Petroleum and Regulatory Authority). The steam tariff and electricity generation tariff payable to GDC and AMEA by KPLC will be negotiated. AMEA shall pay for the plant parasitic load at a tariff to be negotiated between GDC and AMEA.

2.3.5 Transmission Line

The evacuation of power for this project is planned to use the proposed 400kV KETRACO Lessos-Loosuk transmission line which is 10km away from the proposed Paka power plant site. The transmission line is planned to be undertaken under the PPP framework by KETRACO and currently at planning stage.

To enable evacuation of the 70-100MW power project, the Strategic Partner is expected to construct a 220/400kV substation and a 10km 220kV line to the proposed Lessos-Loosuk line in addition to the 11/220kv power plant substation. The Strategic Partner shall finance, design, procure, construct, install, test and commission the 220/400kV substation and 220kV transmission line in accordance with Kenya national grid code and KETRACO transmission line standards. The Strategic Partner will also be responsible for the acquisition of land and wayleaves.

The Strategic Partner cost recovery of the project interconnection facilities shall be negotiated and agreed by the parties before contract signing.

2.4 Project Implementation Structure

GDC and the strategic partner endeavor to implement the development of Paka geothermal project whereby GDC shall take up steam field development activities while the strategic partner shall take up the power plant development.

The Strategic Partner will construct a 220kV line terminated to the planned 400kV KETRACO Lessos-Loosuk. Kenya Power and Lighting Company shall be responsible for power off take.

The respective roles of GDC and Strategic Partner in the development of the steam field and power plant shall be as follows;

2.4.1 Roles of GDC

GDC will undertake the following roles in the Project: -

- i. Acquisition of the geothermal resource license for the field.
- ii. Conduct and Environmental Impact Assessment Study and facilitate acquisition of the license in respect to the drilling of wells.
- iii. Acquisition of water and environmental permits for drilling activities.

- iv. Land acquisition for the Project and maintenance of land rights.
- v. Take lead in stakeholder and community engagement.
- vi. Infrastructure development including the development of access roads, drill pads, water supply system.
- vii. Management of the geothermal reservoir.
- viii. Well siting and drilling of all geothermal wells including re-injection, production and make up wells. For this purpose, AMEA will finance five (5) geothermal wells to be drilled by GDC.
- ix. Conduct well testing and logging.
- x. Undertake feasibility study for the Project.
- xi. Prepare the conceptual design, operate and maintain the steam gathering system for the project. For this purpose, AMEA will finance, install, construct, test and commission the system on a Build Transfer model.
- xii. To procure an owner's engineer/consultant for the steam gathering system whose role would be design, review, supervise, commission and issue a completion certificate for the steam gathering system. For this purpose, the cost of procurement of this consultant will be covered by AMEA in the steam gathering system financing.
- xiii. Reservoir and steam field monitoring throughout the Project period.
- xiv. Negotiate and enter into a steam payment agreement with KPLC.
- xv. Negotiate and enter into a project implementation and steam supply agreement with AMEA.
- xvi. Negotiate and enter into a Revenue Sharing Agreement with AMEA.
- xvii. Negotiate and enter into a sub lease agreement with AMEA for the power plant site

2.4.2 Roles of AMEA

AMEA will undertake the following roles towards the Project: -

- i. To finance, design, install, construct, test and commission the steam gathering system on a Build Transfer (BT) Model. For this purpose, GDC will provide the conceptual design of the system and thereafter such system shall be transferred to GDC upon commissioning.
- ii. To acquire an electricity generation license from the Energy Petroleum and Regulatory Authority (EPRA) for power generation.
- iii. Conduct and Environmental Impact Assessment Study and facilitate acquisition of the license for the installation and operation of the power plant.
- iv. To acquire all requisite permits and licenses for power plant construction.
- v. To negotiate and enter into a Power Purchase Agreement (PPA) with KPLC.
- vi. To negotiate and enter into a Project Implementation and Steam Supply Agreement (PISSA) with GDC.
- vii. To negotiate and enter into a sub lease agreement with GDC for the power plant site.
- viii. To finance the drilling of five (5) geothermal wells by GDC for the Project.

- ix. To design, finance, install, test commission, operate and maintain the power plant for the Project. All costs in connection with the power plant development and management shall be borne by the AMEA who shall also be responsible for arranging all necessary financing in respect thereof.
- x. To acquire all authorizations related to the importation and transportation of power plant and steam gathering system equipment to the Project site.
- xi. To obtain visas and work permits for its foreign personnel in accordance with the applicable Legal Requirements.
- xii. To avail a “buyout” option for GDC in the steam supply agreement at such terms and conditions as to be agreed upon.
- xiii. To design, finance, install, test, commission a transmission interconnector line and the required substation for the project.
- xiv. To negotiate and enter into a Revenue Sharing Agreement with GDC.
- xv. To undertake corporate social responsibility activities in the project area as to be agreed with GDC.
- xvi. To comply with all other requisite Laws and Regulations applicable to the Project.

2.5 Due Diligence

A due diligence shall be carried out by GDC before contract signing to determine the legal, technical and financial capacity of the strategic partner/consortium partners.

3. PROCUREMENT

3.1 Legal framework and procurement method

This procurement shall be done under the Public Procurement and Asset Disposal Act (2015) as read together with its attendant Regulations of 2020. The procurement method to be used shall be the Specially Permitted Procurement due to the exceptional circumstances occasioned by efforts by the government to expedite project development to meet energy needs in the Country.

3.2 Contractual Agreements

a) Land Use Agreement: This Agreement will be entered into between GDC and AMEA relating to land use rights for power plant installation. The agreement will define the rights and obligations of the parties regarding land access, compensation, environmental mitigation, and land use restrictions.

b) Project Implementation and Steam Supply Agreement (PISSA): This agreement will be entered into between GDC and the AMEA, specifying the terms and conditions of the supply of steam from the geothermal wells to the installed power plant, the agreed steam tariff and parasitic load tariff.

- c) **Power Purchase Agreement (PPA):** This agreement will be entered into between KPLC and the AMEA to outline the terms and conditions of the electricity sale, including pricing, payment terms, delivery obligations, performance guarantees, as to be negotiated between parties.
- d) **Steam Payment Agreement:** This agreement will be entered into between GDC and KPLC, outlining the terms and conditions governing payment for steam utilized in power generation and capacity charge in the event KPLC fails/delays in making payments to GDC for submitted invoices.
- e) **Revenue Sharing Agreement:** This agreement will be entered into between GDC and AMEA detailing the sharing of revenues including revenue from the sale of steam, capacity payments, carbon credits etc. considering factors such as investments, operational expenses, capital contribution and risks.
- f) **Power Evacuation Contract:** This agreement is to be entered into between KETRACO and KPLC outlining the terms and conditions for the transfer of electrical power from the generating facility i.e. power plant to the transmission or distribution network.
- g) **Government Letter of Support:** This letter is to be issued by the Government of Kenya through the National Treasury & Economic Planning to cater to political risks related to the Project.
- h) **Regional Liquidity Support Facility (RLSF):** This is a facility to be issued by the African Trade Insurance Development Initiative (ATIDI), through the National Treasury and Economic Planning, to cater to commercial risks including non-payment by GDC/KPLC for any payments due from either entity to AMEA under the Project. The quantum of payments to be covered under this Facility will be negotiated by the parties.

4. TECHNICAL SPECIFICATION

4.1 Steam Gathering System

Indicative Steam Specifications

No	Description	Units	Ranges
1	Indicative Plant Capacity	MW	70-100MW
2	Power Plant Turbine Inlet Pressure	Bara	4-6 absolute
3	NCG Content	%	Maximum of 4%

NB: The actual will be determined upon completion of the feasibility study.

The Strategic Partner shall also state in their response to RFP the steam pressure required at the Power Plant boundary showing the pressure drop and the length of pipe in their conceptual design.

4.2 Power Plant

The Strategic Partner shall provide the following power plant specifications;

- i. Proposed Power plant technology and availability to be contracted
- ii. Power plant heat and mass balance diagram
- iii. Total steam consumption requirements at the design inlet pressure
- iv. The Average Power Plant Parasitic load consumption in MW
- v. Guaranteed power plant gross and net electrical power
- vi. Generic Performance Characteristics of the proposed Plant at different steam consumption rates and inlet pressure
- vii. Power plant black start capability
- viii. Tolerance to inlet pressure
- ix. Generation voltage and frequency;
- x. The Guaranteed Plant Steam Consumption rate per MW based on the rated design Power output in tonnes per hour (T/h) or Kilograms per Second (Kg/s) at the design inlet pressure and;
- xi. Land space requirements and indicative equipment layout.

NOTE:

GDC will appreciate Strategic Partner undertaking in submitting optimization proposal for the Paka geothermal plant with the aim of maximizing resource utilization based on the well data to be provided by GDC.

5.3 Transmission

The transmission line specification is as follows;

- Construct a 220/400kV substation adjacent to the proposed 400kV Lessos-Loosuk line
- Construct a 10km 220kV transmission line from the Paka power plant substation terminating at the proposed KETRACO 400kV Lessos-Kabarnet transmission line.
- Other associated evacuation facilities

5. PROJECT CAPITAL & FINANCIAL STRUCTURE

The Strategic Partner is expected to provide the following;

- i. Provide details of the status and plans for financing of the proposed Project, including division between shareholder equity and debt. The maximum equity shall be 30% and clearly state indicative the cost of equity and debt.
- ii. Provide information of any anticipated lenders in the project.
- iii. Provide details of any existing or threatened litigation, which might impair its ability, if chosen as the Selected Bidder, to undertake the Project.
- iv. Provide the estimated capital cost of the project and include a financial model for the Power Plant in editable Microsoft Excel format. The Financial Model shall include the following;
 - a. Capital structure
 - b. Cost of Debt and Equity
 - c. Operations and Maintenance Cost
 - d. Interest During Construction
 - e. Total Debt
 - f. Debt Repayment Period
 - g. Cash Flow Projections
 - h. Project IRR after tax
 - i. Project indicative tariff per US/kWh (for conversion of steam to electricity)
 - j. Expected project Debt Service Coverage Ratio (DSCR)

6. TIMELINES

Engagement of the strategic partner (procurements, negotiation of contracts and fulfilment of conditions precedent) will be carried out concurrently in 2025. A feasibility study is currently being conducted. All contracts should be effective by March 2026 in time for the start of power plant construction. The steam gathering system and power plant will be constructed and commissioned by August and December 2027 respectively

Task Name	Duration	Start	Finish
ENGAGEMENT OF STRATEGIC / DEVELOPMENT PARTNER	301 days	03-10-2024	31-07-2025
Approval for Specially Permitted Procurement	0 days	03-10-2024	03-10-2024
Development of term sheet and tender documents	57 days	02-01-2025	28-02-2025
Submission of RFP to strategic partner	0 days	03-03-2025	03-03-2025
Due Diligence	15 days	15-03-2025	30-03-2025
Preparation of proposal by development partner	90 days	03-03-2025	01-06-2025
Evaluation of proposal	30 days	01-06-2025	01-07-2025
Approval of evaluation	30 days	01-07-2025	31-07-2025
Project Agreements	182 days	31-07-2025	29-01-2026
Joint Development Agreement (JDA)	91 days	31-07-2025	30-10-2025
Negotiation and drafting of JDA	90 days	31-07-2025	29-10-2025
Signing of Joint Development Agreement	0 days	30-10-2025	30-10-2025
Revenue Sharing Agreement (RSA)	91 days	31-07-2025	30-10-2025
Negotiation & drafting of RSA	90 days	31-07-2025	29-10-2025
Contract Signing	0 days	30-10-2025	30-10-2025
PISSA & PPA	91 days	31-07-2025	30-10-2025
Negotiation & drafting of the PISSA & PPA	90 days	31-07-2025	29-10-2025
Contract signing	0 days	30-10-2025	30-10-2025
Fulfilment of conditions precedent	91 days	30-10-2025	29-01-2026
Fulfilment of CPs to project effectiveness	90 days	30-10-2025	28-01-2026
Declaration of effectiveness of project agreements	0 days	29-01-2026	29-01-2026
FEASIBILITY STUDY	330 days	01-06-2024	27-04-2025
Feasibility Study	330 days	01-06-2024	27-04-2025
STEAM GATHERING SYSTEM	540 days	29-01-2026	23-07-2027
Procurement of SGS EPC contractor	60 days	29-01-2026	30-03-2026
Design of Steam Gathering System	90 days	30-03-2026	28-06-2026
Construction of Steam Gathering System	300 days	28-06-2026	24-04-2027
Testing and commissioning	90 days	24-04-2027	23-07-2027
POWER PLANT DEVELOPMENT	690 days	29-01-2026	20-12-2027
Power Plant Construction	630 days	29-01-2026	21-10-2027
Power Plant Commissioning	60 days	21-10-2027	20-12-2027

ANNEXES

- i. Draft Joint Development Agreement (JDA)
- ii. Draft Revenue Sharing Agreement (RSA)
- iii. Draft Project Implementation Steam Supply Agreement (PISSA)
- iv. Draft Power Purchase Agreement (PPA)
- v. Draft Steam Payment Agreement
- vi. Map of GDC Kapkerwa Office