



**KENYA ELECTRICITY GENERATING COMPANY LIMITED**

**KGN-REG-07-2018-REQUEST FOR PROPOSALS (RFP) FOR CONSULTANCY SERVICES IN MONITORING OF PROJECTS REGISTERED UNDER THE CLEAN DEVELOPMENT MECHANISM (CDM) AND DEVELOPMENT OF PROJECT DESIGN DOCUMENTS FOR NEW PROJECTS FOR KENGEN.**

**3<sup>rd</sup> April, 2018.**

**CLARIFICATION NO. 2 AND ADDENDUM 1:**

In accordance with the Request for Proposals (RFP) for consultancy services in monitoring of projects registered under the Clean Development Mechanism (CDM) and development of project design documents for new projects for KenGen, KenGen hereby issues Clarification No.2.

<b>REQUESTED CLARIFICATION</b>	<b>KENGEN RESPONSE</b>
Can you please specify the period under verification for each project already registered with CDM for which monitoring reports will be prepared by consultant	The KenGen CDM Projects IDs are; 3773, 5023, 7783, 8646, 8643 and 9960, the status of each project is available at the UNFCCC website indicating those that have already undergone previous verification and those that will be undergoing verification for the first time.
For the already registered projects with CDM, can you please clarify whether only one single monitoring report will be prepared for each project for the period under verification or whether each project will have more than one monitoring periods (specific years/vintages)	The monitoring reports may cover more than one monitoring period depending on the status of each project as explain in No. 1 above subject to requirements specified in the applicable UNFCCC guidelines
<i>In section 5.1 (c) v) of RfP, please clarify on what format is the Sustainable Development Report going to be in</i>	The Sustainable development report shall be in the format provided by UNFCCC (SD Tool available at its website: <a href="http://cdmcobenefits.unfccc.int/Pages/SD-Tool.aspx/">http://cdmcobenefits.unfccc.int/Pages/SD-Tool.aspx/</a> )

<p><i>In page 36 of the RfP, there is subsection (f) Terms of Payment –Lump-sum payment? Can you please clarify what this is and if this should be part of the reports to be produced by consultant</i></p>	<p>Lump-sum means the contract amount is precisely pre-determined and fixed during tendering, as will be quoted by the consultant under professional fees, reimbursable and miscellaneous cost tables in the RFP and as will be negotiated before award.</p>
<p><i>In same page, page 36, under section 5.2, it states, “This Section should be prepared very carefully by the procuring entity to ensure that the consultancy assignment is well understood by the consultants”, can you please clarify on what exactly this request is</i></p>	<p>This is an Internal requirement to ensure all information that may be required by the consultant in responding to the tender is covered in the RFP</p>
<p><i>Confirmation that under 5.1 (c) vi) the 5 new projects are to be taken all the way to Registration, not just corrective actions from the DOE?</i></p>	<p>The scope will cover all activities related to PDD development of the new projects and response to all clarifications that the DOE may require during the entire project validation process</p>
<p><i>Special Conditions 6.4: we need to link the payment to the submission of verification reports and PDDs to the DOE, as well as to issuance and registration. We cannot have delay on one project holding up all the other projects – there are 11 discrete bits of work here. This is possible where some projects will be finalised and be closed while others lag behind</i></p>	<p>We propose the following lump – sum payments for each specific project</p> <ol style="list-style-type: none"> <li>1. PDD Development – 60% upon submission of the PDD to client and UNFCCC; and the remaining 40% upon successful completion of validation including closure of all corrective actions and clarification requests</li> <li>2. Monitoring – 60% upon submission of the Monitoring to client and UNFCCC; and 40% upon successful completion of verification including closure of all corrective actions and clarification requests</li> </ol> <p><b>(Refer to Special Conditions attached)</b></p>
<p><i>Can you please specify the type of technologies of the already 6 registered projects which will undergo verification</i></p>	<p><i>The KenGen CDM Projects IDs are; 3773, 5023, 7783, 8646, 8643 and 9960, their respective PDD which specifies the respective technologies are available at the UNFCCC website</i></p>
<p><i>Can you please specify the type of technologies of the proposed CDM projects (3 approved and two pending)</i></p>	<p><i>The three projects that have been approved are using Geothermal Energy. The two other projects will be determined upon completion of the feasibility studies which are still ongoing.</i></p>
<p><i>Please specify on whether it is the responsibility of consultant to determine/choose the</i></p>	<p><i>The DOE services will be covered in a separate contract for validation and verification</i></p>

<i>Validating/Verifying DOE or the client will identify, choose and contract?</i>	
<i>Can you confirm if KenGen will source officially and make available to consultant data from Kenya Power (dispatch data) which will be required for use in preparing the Monitoring reports and preparing the PDD for new projects?</i>	<i>KenGen will liaise with Kenya Power and provide the required information for preparation of PDD and Monitoring reports</i>
<p><i>We would like to inform you that as per the format attached in tender are they to be placed at same place.</i></p> <p><i>for example : CV details to be filled , &amp; we are providing details of more than one person , so can we attach the same at last mentioning with sticky note.</i></p> <p><i>Pagination and Serial No. to be placed -</i></p> <p><i>All documents can be attached after the tender documents.</i></p>	<i>YES and Every documents must be paginated.</i>

**ACKNOWLEDGEMENT OF CLARIFICATION NO.2**

We, the undersigned hereby certify that the clarification is an integral part of the document and has been incorporated in the tender proposal.

Signed.....

Tenderer.....

Date.....

**ADDENDUM 1: AMMENDMENT OF THE SPECIAL CONDITION OF CONTRACT**

**III. SPECIAL CONDITIONS OF CONTRACT**

<b>Number of GC Clause</b>	<b>Amendments of and Supplements to Clauses in the General Conditions of Contract</b>
1.1(i)	The Member in Charge is <b>Joshua Were</b>
1.4	The addresses are:  Client: <b>Kenya Electricity Generating Company (KenGen)</b> Attention: <b>Joshua Were</b> Telephone: <b>0711 -036 536</b> Facsimile: <b>254-2-248848</b>  Consultant _____  Attention: _____  Telephone; _____  Telex: _____  Facsimile: _____
1.6	The Authorized Representatives are:  For the Client: <b>The Managing Director &amp; CEO or her designated representative as may be communicated from time to time</b>  For the Consultant: _____
2.1	The date on which this Contract shall come into effect upon signing of the contract by the two parties
2.2	The date for the commencement of Services is <b>May 2018</b> or such other time period as parties may agree in writing after signature of contract.
2.3	The period shall be <b>not exceeding Twenty Four (24) months</b> as per TOR or such other time period as the parties may agree in writing.
<b>2.5.4.</b>	<b>Payment schedule:</b> for each phase of the tender shall be disbursed as indicated below.

<b>a) CDM Project PDD Development Reports</b>	<b>%</b>
Upon submission of the PDD to client and UNFCCC	60%
Upon successful completion of validation including closure of all corrective actions and clarification requests	40%

<b>b) CDM Project Monitoring Reports</b>	<b>%</b>
Upon submission of the Monitoring report to client and UNFCCC	60%
Upon successful completion of verification including closure of all corrective actions and clarification requests	40%

3.4 The risks and coverage shall be:

(i) Professional Liability of 110% of the contract price to be provided upon signing of contract

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

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

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

6.4 Payments shall be made according to the following schedule:

Payment shall be pegged on specified number of successfully completed milestones. The consultant is required to price each phase separately and independent of other phases. Each phase will be payable at the completion of successful milestones enumerated under the two categories below.

#### **Section IV – Financial Proposal:**

##### **CDM Project PDD Development**

- a) 60% upon submission of the PDD to client and UNFCCC
- b) 40% upon successful completion of validation including closure of all corrective actions and clarification requests 40%

##### **CDM Project Monitoring**

- a) 60% upon submission of the Monitoring report to client and UNFCCC

- b) 40% upon successful completion of verification including closure of all corrective actions and clarification requests

8.2 Meet and Confer. The Parties agree to make a diligent, good faith attempt to resolve all Disputes. If the Authorized Representatives of the Parties are unable to resolve a Dispute arising under this Agreement within fourteen (14) days: unless otherwise agreed, the Parties shall refer such Dispute to arbitration.

Arbitration. The parties agree to arbitrate any dispute or controversy under international rules of arbitration. The place of arbitration shall be Kenya and the outcome of arbitration shall be binding and non-appealable and shall be entered in any court of competent jurisdiction to enforce Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

**ACKNOWLEDGEMENT OF ADDENDUM NO.1**

We, the undersigned hereby certify that the Addendum is an integral part of the document and has been incorporated in the tender proposal.

Signed .....

Tenderer .....

Date.....