



**REQUEST FOR QUALIFICATIONS OF BIDDERS FOR THE FINANCING, DESIGN,  
SUPPLY, CONSTRUCTION, COMMISSIONING, OPERATION AND  
MAINTENANCE OF THE 140MW OLKARIA PPP GEOTHERMAL POWER  
PROJECT LOCATED AT OLKARIA, NAKURU COUNTY ON A BUILD, OWN,  
OPERATE, TRANSFER (BOOT) BASIS**

**Tender No. KGN-BDD-010-2019**

**05/11/2019**

**A.1 Table of Abbreviations**

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BOOT	Build, Own, Operate, Transfer
ISO	International Organization for Standardization
PPP	Public Private Partnership
RFP	Request for Proposals
RFQ	Request for Qualifications

## **A.2 Project Information**

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### **A.2.1 General**

The Kenya Electricity Generating Company PLC ("KenGen" or the "Contracting Authority"), is the leading power generation company in Kenya, producing approximately 75% of the country's electricity consumption through ownership and operation of a combination of hydro, geothermal, wind, and thermal power plants. KenGen owns 32 power generating plants with a combined installed capacity of 1,796.4MW. The electricity generated by this portfolio is sold to Kenya Power and Lighting Company ("Kenya Power") who then distributes to consumers.

KenGen was incorporated in 1954 under the Companies Act (Chapter 486 of the Laws of Kenya) as Kenya Power Company (KPC) to construct the transmission line between Nairobi and Tororo in Uganda as well as to develop geothermal and other generating facilities in the country. Since its inception, KPC sold electricity in bulk at cost to Kenya Power under a management contract.

Following the energy sectoral reforms in 1996, the management of KPC was formally separated from Kenya Power and renamed KenGen. In 2006, KenGen was listed on the Nairobi Securities Exchange after the Government of Kenya (the "GoK") sold 30% of its stake in the company through a successful Initial Public Offer (IPO).

KenGen, in accordance with Kenya's PPP Act of 2013 and PPP Regulations of 2014, hereby invites interested qualified firms and consortia ("Bidders") to participate in a multi-step bid process by submitting qualification information for the right to bid for the development of a geothermal power generation project including all support facilities (the "Project") on a Build, Own, Operate, Transfer (BOOT) basis. KenGen will be responsible for providing steam to the Project under a 25-year agreement (with terms and conditions to be addressed as part of a "Project Agreement"<sup>1</sup>) and the Kenya Power will purchase electricity from the Project under a 25-year power purchase agreement (the "PPA"). The Project will be developed through a special purpose vehicle incorporated under Kenyan Law (the "SPV"). KenGen will make an equity cash investment in the SPV constituting an equity ownership participation of 25% in the SPV.

### **A.2.2 Procurement Process**

The qualified Bidders shortlisted as a result of this prequalification process (the "Qualified Bidders") will be invited to submit a proposal ("Proposal") for the Project in response to a Request for Proposals (the "RFP") to be issued by KenGen to the Qualified Bidders.

This bid shall comprise a three-step process.

- Step One is the period from KenGen's public announcement of the commencement of this Request for Qualification (the "RFQ") process until KenGen's public announcement of Qualified Bidders. This step will establish a Qualified Bidders list (the "BQL") based on acceptable Bidder qualifications submitted in response to this RFQ.

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<sup>1</sup> Kenya's PPP Act of 2013 provides that PPP projects will include a "Project Agreement" which is an agreement between the Contracting Authority (in this case KenGen) and a private party undertaking the project.

- Step Two is the period from RFP issuance to the Qualified Bidders to the submission of Proposals in response thereto.
- Step Three is the period from the start of the evaluation of submitted Proposals to the date of issuance of the letter of award and invitation to the first ranked Bidder (the "Preferred Bidder") to finalize the project agreements.

English is the official language of Kenya. As such, Bidders should submit all RFQ documents and any accompanying documents in English. Any documents not submitted in English will be designated as "Unacceptable" and will not qualify for the BQL.

Clarifications regarding this Request for Qualification may be requested up to fifteen (15) days before the Request for Qualifications submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to:

**Supply Chain Director,  
Kenya Electricity Generating Company Plc,  
Stima Plaza III, Kolobot Road, Parklands, P.O.  
Box 47936 – 00100,  
Nairobi, Kenya.**

**[tenders@kengen.co.ke](mailto:tenders@kengen.co.ke); Transaction Advisor ([dmartin@KM-Advisorsllc.com](mailto:dmartin@KM-Advisorsllc.com))  
Cc: [enienga@kengen.co.ke](mailto:enienga@kengen.co.ke); [bmusyoka@kengen.co.ke](mailto:bmusyoka@kengen.co.ke);  
[akiburi@kengen.co.ke](mailto:akiburi@kengen.co.ke)**

KenGen will conduct a Pre-Qualification and Investor Conference of the Prospective Bidders and Interested Lenders, the details of which are set out below. The purpose of the Pre-Qualification and Investor Conference will be to clarify any part of the RFQ or the bidding process and to answer any relevant questions that prospective Bidders may raise.

Date for the Investor Conference: **27th November 2019**

Time: **0900-1600hours**

Venue: **Nairobi Kenya [Exact Location to be confirmed through KenGen Website [www.kengen.co.ke](http://www.kengen.co.ke)] Prospective Bidders are advised to refer to the website regularly for any additional information /clarifications/addenda.**

**Parties interested to attend the Pre-Qualification and Investors Conference are requested to RSVP by sending the names of up to two (2) representatives to the emails above.**

Any oral explanations or instructions given by any representatives of KenGen, any authority of the Kenyan Government, or any other entity person to prospective Bidders will not be binding. KenGen will promptly furnish any information or clarifications sought by a prospective Bidder in response to such clarifications concerning the RFQ to all prospective Bidders via the KenGen website. This information will be provided as an addendum to the RFQ if that information is necessary for submitting bids or if the lack of such information would be prejudicial to other prospective Bidders.

Bidders who download the RFQ are required to forward their particulars (firm name, postal address, telephone contact and contact persons) to facilitate any subsequent tender clarifications and addendum.

Any addendum or clarification issued by KenGen, prior to the opening of the RFQ submissions, for the purpose of changing the intent of the prequalification requirements or clarifying the meaning

or changing any of the provisions of the RFQ, shall be binding to the same extent as if written in the originally issued RFQ documents. Any addendum or response to inquiries will be made available to all Bidders no later than 5 Days prior to the RFQ submission deadline. The Bidders shall acknowledge receipt of the addendum by Email and will be required to attach the addendum to their bids.

Bidders shall bear all costs associated with the preparation and submission of their RFQ and RFP submissions. KenGen will not be responsible or liable for those costs, regardless of the outcome of the RFQ and RFP processes.

**The response submittals must be dropped in the tender box located on the ground floor near the Security Desk, or on the 10th Floor of KenGen Pension Plaza II in the Company Secretary's office and addressed to:**

**Company Secretary & Legal Affairs Director  
Kenya Electricity Generating Company PLC  
10th Floor, KenGen Pension Plaza Phase II  
Kolobot Road, Parklands  
P O Box 47936 - 00100  
NAIROBI, KENYA**

**Bidders should submit one (1) Original, four (4) copies and one (1) electronic copy of their response submittals to the Request for Qualification on or before [1000 hours] (East African Time) on [23rd December 2019]. The information on the outer envelope of the submission should also include: Confidential, KGN-BDDD-010-2019-REQUEST FOR QUALIFICATIONS TO BUILD, OWN, OPERATE, AND TRANSFER A GEOTHERMAL POWER GENERATION PROJECT OF 140MW IN OLKARIA-NAVAISHA: Do not open before, [23rd December 2019 at 1000 hrs. East African Time]. The Request for Qualification response submittals will be opened immediately thereafter in the presence of bidder's representative (if any) in attendance at the Tender Opening Room, Ground Floor.**

The Contracting Authority may at its discretion extend the deadline for the submission of proposals.

### **A.2.3 Project Description and Bidder's Scope**

The Project will consist of a geothermal power generating facility with a target dispatch capacity of 140 MW-net at site reference conditions, a Steam-field Above Ground System ("SAGS"), and grid interconnection facilities. The SAGS will be operated and maintained by KenGen under a contract with the SPV. The grid interconnection facilities will include a 220-kV transmission line of approximately 3.75km from the plant site to the Olkaria I AU substation, and the High Voltage facilities at the plant switchyard. Prior to or commensurate with the commercial operations date of the power plant, the SPV will transfer ownership of the grid interconnection facilities to Kenya Electricity Transmission Company (KETRACO). The power plant, SAGS and grid interconnection facilities shall be described in further detail within the RFP to be issued to Qualified Bidders. The Bidders will select the power generating technology for the Project, subject to certain parameters that will be provided in the RFP including 100% recovery and reinjection of the geothermal fluid.

The successful Bidder will be obligated to establish a project company incorporated/registered in Kenya (the "SPV") which shall be compliant with section 59 of the PPP Act and which will be responsible for the implementation of the Project.

The power plant will be located adjacent to the existing Olkaria II power plant along its north-western boundary. KenGen holds the rights to develop and use this land under a long-term lease

with the Kenyan Wildlife Service (KWS). The SPV will enter into a sub-lease with KenGen for the land required to develop, finance, construct, operate, and maintain the Project.

KenGen will supply steam to the Project at a single point of delivery at the outlet of the SAGS and inlet to the power plant. KenGen will be responsible for delivering agreed quantities of steam required to operate the power plant over the entire term of the PPA. The SPV will have a firm commitment to pay KenGen for the steam supply made available by KenGen under a steam supply agreement. KenGen will operate and maintain the SAGS under an operations and maintenance agreement between KenGen and the SPV.

As of the date of this RFQ issuance, twenty-eight (28) production wells have been drilled (24 high pressure and 4 low pressure), tested, and assigned to the Project by KenGen. These wells are capable of supplying adequate steam for 100% of the envisioned capacity of the Project upon commissioning, including a 20% buffer. Information on these wells, including test results, will be made available to bidders in the RFP package. KenGen will drill additional make-up wells as needed in the future to fulfill its supply obligations for the entire term of the steam supply agreement. KenGen has also drilled and tested several reinjection wells for disposal of the separated brine and the condensate from the power plant. Additional details will be provided in the RFP.

The PPA and steam supply agreements will include appropriate back-to-back provisions to ensure that KenGen bears the risk of steam supply quantity and quality and the SPV bears the responsibility for the efficient operation and maintenance of the power plant. At the end of the PPA term, the SPV will transfer ownership and operations of the SPV's assets to KenGen for a price of one U.S. dollar.

Additional information is provided in the Project Information Memorandum which can be downloaded from the KenGen website (<https://www.kengen.co.ke/Procurement/>)

#### **A.2.4 Project Schedule**

The desired commercial operation date for the Project will be indicated in the RFP.

#### **A.2.5 Project Agreements**

The draft project agreements listed below (the "Project Agreements") will be provided to Qualified Bidders as part of the RFP. These Project Agreements and the overall Project structure and risk allocation are designed to ensure that the Project is both financeable and meets the quality, cost, and schedule expectations of KenGen as the Contracting Authority.

- Power Purchase Agreement between the SPV and Kenya Power (off-taker) for a term of 25 years (the "PPA")
- Project implementation, operation and maintenance of the SAGS, and steam supply agreement between the SPV and KenGen for a term of 25 years (the "Project Agreement")
- Land Sub-Lease Agreement ("LSA") between the SPV and KenGen whereby the latter will sub-let the land required for the site for a period equal to the term of the PPA and Project Agreement
- Government of Kenya Letter of Support
- Lenders Direct Agreement
- Shareholders Agreement

#### **A.2.6 Power Evacuation**

The Project will connect into the Olkaria District 220 kV transmission infrastructure, which is centered on the Suswa switching station located approximately 30 km to the south of the Project site. The transmission infrastructure, comprising the grid interconnection facilities at the Olkaria I AU switchyard and approximately 3.75 km 220 kV transmission line from the plant site will be designed and constructed by the selected Bidder and transferred to KETRACO at no (or nominal) cost prior to or commensurate with the Project reaching commercial operation.

### **A.2.7 Environmental Requirements**

The Project will be required to meet all applicable standards and regulations in Kenya including those of Kenya's National Environment Management Authority (NEMA). In addition, the Project will be required to comply with all applicable guidelines of the International Finance Corporation and Equator Principles to safeguard environmental, natural and cultural resources. The awarded Bidder will be responsible for obtaining all permits, licenses, and approvals (environmental or otherwise) necessary to build, own, operate, and transfer the Project.

### **A.3 Bidder Qualification**

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For a Bidder to qualify for the BQL, the RFQ submission must contain information in sufficient detail to allow the Contracting Authority to assess the Bidder's eligibility and capability to develop the Project in compliance with the established requirements. Table A.1 below sets forth the eligibility and capability criteria that will be used to evaluate Bidder qualifications. A Qualified Bidder is one, who meets or exceeds the mandatory qualification criteria listed in the Table below. The following table shall be filled in by each Bidder supported by sufficient evidence of its required capabilities. Bidders' qualifications will be evaluated on the basis of a PASS-FAIL approach.

The Bidder can be a single entity (company, corporation, or unincorporated association) or can be a consortium comprised of multiple members ("Member/s") with joint and several responsibility and liability. The following requirements and restrictions shall apply in the case of a consortium.

- (a) The Bidder's RFQ submission shall be in the name of the consortium.
- (b) The consortium shall submit, together with its RFQ submission, proof that each Member of the consortium has consented to join the consortium and participate in the bidding process.
- (c) A person shall be appointed from among the consortium Members to represent the consortium in any discussions held with the Contracting Authority and shall submit, together with its RFQ submission, a notice of the appointment of the representative.
- (d) Consortium Members shall be prohibited from participating in any other RFQ submission whether directly or indirectly or through another consortium or company participating in this procurement process.
- (e) RFQ submissions that are not compliant with Section 46 of the PPP Act will be subject to disqualification.
- (f) The Contracting Authority may, where a member of a consortium withdraws from the consortium, disqualify that consortium from participating in the bidding process or review the terms and conditions of a project agreement entered into with the consortium. A substitution of a Member may be authorized by the Contracting Authority so long as the replacement Member and the Bidder will continue to be compliant with the eligibility and qualification requirements of the RFQ after such substitution is made.
- (g) Each member of a consortium which submits a bid shall be bound jointly and severally by the terms and conditions of the project agreement and shall be jointly responsible for the performance of the obligations under the agreement.
- (h) The consortium shall designate a "Lead Member", which must meet the minimum Net Worth criterion set forth in Table A.1 and hold not less than a 35% shareholding in the equity



of the consortium. The departure of the Lead Member from the consortium will lead to disqualification.

- (i) The Bidder will be expected to identify the Lead Member and other Members, define each Member's shareholding, and describe the role of each Member in the development, funding, construction, operation and/or management of the Project. After a Bidder has qualified for the BQL, the membership structure used to qualify may not be changed without prior written approval of KenGen.

The following parameters shall apply to Table A.1 and the PASS-FAIL evaluation:

- a) For each qualification requirement, the Table specifies whether the requirement must be met by each Member, any single Member, the Lead Member, or by combining the qualifications of all Members.
- b) Members with an ownership of less than 5% of the non-KenGen ownership participation in the SPV shall not be considered in determining whether a Bidder meets the minimum technical qualification criteria set forth in the RFQ. Notwithstanding the foregoing, all Members (including those with an ownership of less than 5%) must comply with the requirements applicable to "Each Member" as set forth in Table A.1 below.
- c) The experience and resources of Bidder's contractors shall not be considered in determining the Bidder's compliance with the qualification criteria contained in this RFQ.
- d) In order for a project to qualify as a "Greenfield Project" within the Table below and therefore be considered in the Bidder's RFQ evaluation the following criteria must apply:
  - i) The applicable Member must have (a) prepared the proposal/s to "build-own-operate" or "build-own-operate-transfer" the project, (b) been selected based on ranking during a competitive bidding process or direct award, and (c) directly negotiated the projects agreements and finalized them successfully.
  - ii) The project must have achieved financial close on a non-recourse or limited recourse basis. Non-recourse financing is defined as financing where lenders have recourse solely to the project company and its assets. Limited recourse financing is defined as financing where lenders have some limited recourse to the project owners. Projects where lenders have full recourse for the full (or majority of the) amount of the project debt via a guarantee, corporate indemnity, or other instrument will not be considered as non-recourse or limited-recourse financing.
  - iii) Existing projects or facilities that were acquired via purchase directly or indirectly, through a merger, or by other means will not be considered as Greenfield Projects
- e) "Lead Developer" means that the applicable Member/s led or co-led the majority of project development scope of work (e.g. project permitting, project structuring, negotiation of project agreements, and raising financing).

**Table A.1: Bidder Qualification Criteria**

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
Notification to Bidders: The Contracting Authority reserves the right to conduct due diligence on any disclosures provided and/or representations made by a Bidder in connection with its RFQ submittal and this RFQ process.							
No.	Factor	Requirement	In the case of single entity Bidders, the sole Member shall be required to meet all of the criteria listed herein				Submission Requirements
			Any Member	All Parties Combined	Each Member	Lead Member	
<b>1. Eligibility</b>							
	Legal Requirements /Capacity to contract	Members shall demonstrate ability to contract and fulfilment of legal requirements.			X		<p>.....</p> <p>Each Member shall provide the certificate of incorporation/registration in its country of incorporation, and its Articles of Incorporation and bylaws evidencing that such Member has the capacity to submit a bid in the RFQ and RFP processes and to enter into the Project Agreements.</p> <p>.....</p> <p>In the case of a Consortium, in addition to the requirement that all Members provide certificates of incorporation, The Bidder shall also submit a Consortium/Joint Venture Agreement that has been duly executed and notarised by all of the Consortium Members and evidences the consent of each Member to join the Consortium and participate in the bidding process. Each Member shall provide a duly notarised Power of Attorney and Board Resolution/s demonstrating that the necessary authorizations have been provided to the person signing the Consortium/Joint Venture Agreement on its behalf.</p> <p>.....</p> <p>In the case of a single Bidder, the Bidder shall be expected to provide a duly notarised Power of Attorney and Board Resolution/s demonstrating the person to whom powers have been given to submit the</p>

Eligibility and Qualification Criteria	Compliance Requirements	Documentation
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Notification to Bidders: The Contracting Authority reserves the right to conduct due diligence on any disclosures provided and/or representations made by a Bidder in connection with its RFQ submittal and this RFQ process.

No.	Factor	Requirement	In the case of single entity Bidders, the sole Member shall be required to meet all of the criteria listed herein				Submission Requirements
			Any Member	All Parties Combined	Each Member	Lead Member	
							<p>bid, negotiate and possibly execute the Project Agreement.</p> <p>.....</p> <p>In the case of a Consortium arrangement, each Member shall submit a duly notarised Power of Attorney appointing the Lead Member and authorizing such Lead Member to, among other things, submit the bid, and negotiate the Project Agreements on behalf of the Consortium.</p> <p>In the case of a Consortium, the Bidder must provide a description of the shareholding structure including the percentage ownership and type of shares to be held by each Member.</p>
1.1	General	No Member (or any of its affiliates) shall be (a) listed on the World Bank's list of ineligible firms and individuals ( <a href="https://www.worldbank.org/en/projects-operations/procurement/debarred-firms">https://www.worldbank.org/en/projects-operations/procurement/debarred-firms</a> ), or (b) designated by Kenya's Public Procurement Regulatory Authority as ineligible or in violation of material provisions of the Public Procurement and Asset Disposal Act of 2015 ( <a href="http://ppra.go.ke/">http://ppra.go.ke/</a> ).			<b>X</b>		Provide a signed declaration that neither it nor its affiliates are listed on either the World Bank or PPRA list of ineligible firms and individuals.
1.2	Conflict of interest	No Member (or any of its affiliates) shall have a conflict of interest related to its participation in the RFQ or RFP process.			<b>X</b>		Provide a signed declaration that no such conflict of interest exists or is foreseen.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
Notification to Bidders: The Contracting Authority reserves the right to conduct due diligence on any disclosures provided and/or representations made by a Bidder in connection with its RFQ submittal and this RFQ process.							
No.	Factor	Requirement	In the case of single entity Bidders, the sole Member shall be required to meet all of the criteria listed herein				Submission Requirements
			Any Member	All Parties Combined	Each Member	Lead Member	
1.3	No tax liability	No Member (or any of its affiliates) shall have any current overdue tax liability to the Kenya Revenue Authority or any other taxing authority within or outside of Kenya.			X		Tax compliance certificate issued by the Kenya Revenue Authority and a tax compliance certificate issued by the taxing authority with jurisdiction in the national domicile of such Member. In countries where a tax compliance certificate is not issued, a notarized declaration that no such liability exists.
<b>2. Financial Capacity</b>							
2.1	Financial capacity	Bidder's financial capacity will be judged on the basis of its net worth, working capital, profitability, and bonding capacity. The Bidder must demonstrate that it will be able to access and provide sufficient project equity and debt financing as well as working capital for the execution and construction of the Project, including security deposits to back performance guarantees during both the construction and operations and maintenance period.		X			Provide audited financial statements for 2016, 2017, and 2018 and any other information it deems relevant to demonstrate the Bidder's financial capacity.
2.2	Net worth in excess of \$300 million	Members must have a combined net worth in excess of US\$300 million.		X			Members to provide audited financial statements for the three (3) most recent years and calculation and supporting information regarding net worth.
2.3	Net worth in excess of \$100 million	The Lead Member must have a net worth of at least \$100 million and have a minimum of 35% of the equity shareholding of its consortium.				X	Each Member to provide audited financial statements for 2016, 2017, and 2018 along with a calculation and supporting information regarding net worth. In the case of a Consortium, the Consortium/Joint Venture Agreement must demonstrate that the Lead Member will have a minimum of 35% of the

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
Notification to Bidders: The Contracting Authority reserves the right to conduct due diligence on any disclosures provided and/or representations made by a Bidder in connection with its RFQ submittal and this RFQ process.							
No.	Factor	Requirement	In the case of single entity Bidders, the sole Member shall be required to meet all of the criteria listed herein				Submission Requirements
			Any Member	All Parties Combined	Each Member	Lead Member	
							equity shareholding of the Consortium.
2.4	Positive net worth	All Members must have a positive net worth in excess of \$ 1Million.			X		Each Member to provide audited financial statements for the three (3) most recent years and calculation and supporting information regarding net worth.
<b>3. Project Experience and Technical Capability</b>							
3.1	Financial capability for project development	Within the last 15 years, demonstrated the financial capability to develop a Greenfield Project with (i) a minimum capacity of 100 MW (gross at ISO conditions) or (ii) a minimum project investment requirement of \$225 million.		X			Provide the name, location, level of member investment participation, total project value, and description of each relevant project.
3.2	Geothermal Lead Developer experience	Served as Lead Developer in two or more geothermal Greenfield Projects with a minimum capacity of 35 MW each, which achieved successful commercial operation within the last 15 years from the RFQ submittal date.		X			Provide the name, location, and description of each relevant project and clearly demonstrate that each of the projects: (i) has been developed and achieved financial close, and (ii) has been in commercial operation for at least 3 years prior to the date of issuance of this RFQ. Provide a commercial operation certificate from the offtaker (and employer, if applicable).
3.3	Project financing experience	Within the last 15 years and as Lead Developer, successfully raised at least US\$ 200 million in non-recourse or limited recourse debt and US\$100 million in equity for each of at least two Greenfield Projects; with at least one such project located in a country outside of such Lead Developer's country of				X	Provide the name, location, and description of each relevant project and clearly supporting the claim that the relevant Member served in the role of Lead Developer.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
Notification to Bidders: The Contracting Authority reserves the right to conduct due diligence on any disclosures provided and/or representations made by a Bidder in connection with its RFQ submittal and this RFQ process.							
No.	Factor	Requirement	In the case of single entity Bidders, the sole Member shall be required to meet all of the criteria listed herein				Submission Requirements
			Any Member	All Parties Combined	Each Member	Lead Member	
		origin, and at least one of these projects utilizing geothermal plant technology with a combined generator output of > 35MW gross @ ISO conditions.					
3.4	EPC management experience	Successfully executed (or, as a project owner, supervised an EPC contractor's execution of) the construction of at least two Greenfield geothermal Projects including substation, lines, steam gathering system & grid interconnection from notice to proceed to achievement of commercial operation.	X				<p>Provide the name, location, and description of each relevant project.</p> <p>Provide information demonstrating that each relevant project had a design and technology substantially similar to the one to be designed and implemented by the Bidder for this Project.</p> <p>Provide clear support to the claim that the relevant Member served in the role of EPC contractor or supervised the EPC contractor.</p>
3.5	Experience as owner or operator of relevant power plants	<p>(a) Experience owning (at least 25% shareholding) and/or operating (i) a geothermal power project of at least 35 MW (gross at ISO conditions), (ii) a thermal (coal or oil fired) project of at least 100 MW (gross at ISO conditions), or (iii) a combined cycle gas turbine project of at least 100 MW (gross at ISO conditions), and that such ownership and/or operation has lasted at least 24 months in compliance with applicable health, safety and environmental regulations.</p> <p>(b) A minimum of 24 months owning (at least 25% shareholding and active participation in day-to-day management) and/or operating at least one</p>		X			<p>Provide the name, location, and description of each relevant project and clearly demonstrating that the respective Member was the owner (at least 25%) and/or operator for the required time period.</p> <p>Each Member shall provide the following information regarding each infrastructure project with a project value of over US\$100 million that such Member has participated in within 5 years from the issuance date of this RFQ. For purposes of this information requirement, "participation" means developer or co-developer, owner, EPC contractor, or operator.</p> <p>- project name</p>

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
Notification to Bidders: The Contracting Authority reserves the right to conduct due diligence on any disclosures provided and/or representations made by a Bidder in connection with its RFQ submittal and this RFQ process.							
No.	Factor	Requirement	In the case of single entity Bidders, the sole Member shall be required to meet all of the criteria listed herein				Submission Requirements
			Any Member	All Parties Combined	Each Member	Lead Member	
		power project with a capacity of at least 100 MW utilizing thermal/geothermal generation technology (steam or ORC turbines, gas turbines, or reciprocating engines) in compliance of the health and safety and environmental regulations of a national jurisdiction outside of the Bidder's home country within the past 5 years.					<ul style="list-style-type: none"> <li>- location</li> <li>- project value</li> <li>- nature of the Member's participation</li> <li>- general project description including, but not limited to, size, technology, and configuration.</li> </ul>

In addition to the failure to meet the qualification criteria set forth herein, a Bidder will be subject to immediate disqualification if such Bidder (i) submits false information in relation to its qualifications; (ii) colludes, connives or is involved in any corrupt or dishonest practice; or (iii) contravenes the provisions of Kenya's PPP Act or any other applicable law.

Shortly after completion of the evaluation of the RFQ submissions received by KenGen prior to the stated deadline, each Bidder will be informed by Email and written letter (to the mailing address provided by each Bidder) as to whether such Bidder has been included in the BQL. KenGen will also publish the list of Qualified Bidders in the *Gazette*, in at least two newspapers of national circulation, and on KenGen's website.

During the RFQ and RFP processes, participating Bidders are required to disclose any material information or changes related to any Member that, individually or in the aggregate, would reasonably be expected to result in a material adverse effect on the Bidder's qualifications and/or capacity to implement the Project in compliance with the terms and conditions of this RFQ and the RFP. Such information or change shall include, without limitation, change of control of a Member, change of the name of a Member, or impending bankruptcy or receivership with respect to a Member. Each Member shall also make a disclosure of all infrastructure projects to which it has committed itself to as developer, owner, operator or EPC contractor. The aforementioned disclosure obligation shall be applicable to the RFQ submissions and be a continuing obligation for so long as the Bidder (i) is participating in this procurement process, (ii) has submitted a proposal with a validity period that has yet to expire, or (iii) has been declared a preferred bidder and is in discussions or contract negotiations with the Contracting Authority. Any Bidder that fails to comply with this disclosure obligation will be subject to disqualification.

### **A.3.1 Disclaimer**

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This RFQ has been prepared by KenGen in consultation with the PPP Unit. The purpose of the RFQ is to provide prospective Bidders with general information regarding the Project and to specify the required criteria to qualify for participation in a subsequent RFP. This RFQ does not contain, and does not purport to contain, all the information that may be required to submit a bid in relation to the Project. Some of the information contained in this RFQ has been obtained from third parties. KenGen thus does not make any representation or warranty, express or implied, as to the accuracy, reliability or completeness of the information contained in this RFQ, or subsequently provided to Bidders. This includes without limitation, any technical and financial information, estimates and projections, and any technical and financial information derived therefrom, and nothing contained in this RFQ is, or shall be relied upon, as a promise or representation, whether as to the past or the future. KenGen does not accept any liability for any loss or damage suffered or incurred by any entity or person associated with this procurement process or any of their respective officers, employees, servants, agents, representatives or advisors or any other person howsoever caused (including negligence) arising in connection with or in respect of:

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- 2 The Bidder or any other person placing any reliance on any statement, opinion or information set out in this RFQ, or the accuracy, completeness, currency, reliability of this RFQ.

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KenGen will not reimburse any Bidder for any cost or expenses incurred in the preparation or submission of a bid pursuant to this RFQ. KenGen has not authorized any person to make any statements or representations on its behalf which are not expressly contained in or contemplated by this RFQ.

Any liability of KenGen to a Bidder or any of its representatives or any other person or entity arising out of this RFQ is, to the maximum extent permitted by law, hereby expressly disclaimed and excluded. KenGen reserves the right to terminate the RFQ, at any time, without prior notice and without liability to compensate or reimburse any person pursuant to such termination or addendum. KenGen reserves the right, without qualification, to reject all RFQ submissions, or to waive any formality or technicality in respect of submissions received. Bidders who submit responses to this RFQ do so without recourse against KenGen for any reason whatsoever. No Bidder shall have any claim against KenGen, its officers, employees, servants, agents or Transaction Advisors arising out of any matter relating to the RFQ of any nature whatsoever where such claim is based on any act or omission by KenGen, or any of its officers, employees, servants, agents or Transaction Advisors of any nature whatsoever, under any circumstances whatsoever, or such



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