



REQUEST FOR EXPRESSIONS OF INTEREST (CONSULTING SERVICES - FIRM SELECTION)

COUNTRY: KENYA

PROJECT: 400/132kV MAKINDU SUBSTATION

ASSIGNMENT TITLE: CONSULTING SERVICES FOR SUPERVISION AND MANAGEMENT OF THE EPC CONSTRUCTION FOR THE 400/132KV MAKINDU SUBSTATION

REFERENCE NUMBER: KETRACO/PT/004/2018

The Government of Kenya has received a credit facility financing from the French Development Agency, and intends to apply part of the proceeds for the following services: Consulting Services for Supervision and Management of the EPC Construction for the 132/400kV Makindu Substation.

The services under this project will include, but not limited to the following:

- Supervising the construction works, any integration works and certifying payments to contractors;
- Preparation and submission of detailed project implementation schedules to KETRACO and to the financiers;
- Reviewing Construction, Operation and Maintenance Agreements as well as Operation and Maintenance Manual;
- Reviewing and approving of technical documents including contractor's detailed design during execution of the contracts;
- Administration of all contracts;
- Preparation of monthly, quarterly and annual progress reports;
- Preparation of Project Completion Report;
- Follow-up of any issues during the defect liability period.

The duration of the assignment is expected to be three (3) years during which the Consulting firm is expected to provide the services for a period of 22 calendar months.

KETRACO invites eligible consultants to indicate their interest in providing these services. Interested consultants must provide information indicating that they are qualified to perform the services (brochures, description of similar assignments, experience in similar conditions and availability of appropriate skills among staff, company profile and financial status).

For the purpose of demonstrating **experience** in the expression of interest, consultants should list at **least three (3)** and **at most ten (10)** successful project implementation experiences in each of the four (4) items indicated below:

- i. General Experience of Consultant in Power System Projects not less than fifteen (15) years,
- ii. Specific Experience of Consultant in Design and Supervision of Transmission Lines and Substations of 400 kV HVAC and above not less than ten (10) years
- iii. Technical and Managerial Organization of the Firm
- iv. Experience of the Consultant in sub-Saharan Africa

Consultants may constitute joint-ventures to enhance their chances of qualification.

The Client will prepare a short list of a maximum of six (6) candidates to be pre-selected on the basis of the expressions of interest received to whom he will send a Request for Proposals to perform the services.

Interested consultants may obtain further information at the address below during office hours, *i.e. 0900 to 1600 hours*.

Senior Manager, Planning & Project Development
Attn: Eng. Anthony Musyoka
Kenya Electricity Transmission Company Limited (KETRACO)
5th Floor, KAWI Complex, Block B
Popo Road, off Red Cross Road, South C
P.O Box 34942 – 00100
Nairobi, Kenya.
Email: amusyoka@ketraco.co.ke

This expression of interest and the attachment can be downloaded from KETRACO website

Expressions of interest must be delivered to the address below by 9th August, 2018 at 10.00am EAT (East African Time).

Company Secretary
Attn: Duncan Macharia
Kenya Electricity Transmission Company Limited (KETRACO)
4th Floor, KAWI Complex, Block B
Popo Road, off Red Cross Road, South C
P.O Box 34942 – 00100
Nairobi, Kenya.
Email: dmacharia@ketraco.co.ke

SENIOR MANAGER, SUPPLY CHAIN MANAGEMENT

Appendix to the Request for Expressions of Interest

(To be submitted with the application, signed and unaltered)

Statement of Integrity, Eligibility and Social and Environmental Responsibility

Reference name of the bid or proposal: _____ (The "Contract")

To: _____ (The "Contracting Authority")

- 1) We recognise and accept that *Agence Française de Développement* ("AFD") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
- 2) We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1) Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2) Having been:
 - a. convicted within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
 - b. subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
 - c. convicted within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3) Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

2.4) Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.5) Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

2.6) Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);

2.7) Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.

3) We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:

3.1) Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.2) Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;

3.3) Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;

3.4) Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;

3.5) In the case of procurement of goods, works or plants:

i. Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;

ii. Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract;

4) If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.

5) We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.

6) In the context of the procurement process and performance of the corresponding contract:

6.1) We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

6.2) We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;

6.3) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

6.4) We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;

6.5) We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;

6.6) Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;

6.7) We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.

7) We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____ Dated:

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.