



GEOHERMAL DEVELOPMENT COMPANY LTD
P.O. Box 100746 – 00101
NAIROBI, KENYA
Tel: 0719715777/8, 0733602260
Website: www.gdc.co.ke

**TENDER FOR SUPPLY AND INSTALLATION OF
INTERNET SERVICES, WIDE AREA NETWORKS (WAN) &
PRIVATE ACCESS NAME (APN) SERVICES FOR A PERIOD
THREE (3) YEARS**

GDC/ICT/OT/008/18:19

**CLOSING DATE AND TIME: 10th OCTOBER, 2018 AT
2:00PM**

TABLE OF CONTENTS

		Page
SECTION I	INVITATION TO TENDER.....	3
SECTION II	INSTRUCTIONS TO TENDERERS.....	4
	APPENDIX TO INSTRUCTIONS TO TENDERERS.....	15
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	18
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	20
SECTION V	SCHEDULE OF REQUIREMENTS.....	24
SECTION VI	DESCRIPTION OF SERVICES & TECHNICAL SPECIFICATIONS.....	32
SECTION VII	SCHEDULE OF PRICES... ..	40
SECTION VII	STANDARD FORMS.....	42

SECTION I: INVITATION TO TENDER

Date: 17th September 2018

TENDER REF NO: GDC/ICT/OT/008/18:19

TENDER DESCRIPTION: TENDER FOR SUPPLY AND INSTALLATION OF INTERNET SERVICES, WIDE AREA NETWORKS (WAN) AND PRIVATE ACCESS NAME (APN) SERVICES.

Geothermal Development Company (GDC) invites sealed tenders from eligible candidates for “**Supply and Installation of Internet Services, Wide Area Networks (WAN) And Private Access Name (APN) Services**” whose specifications are detailed in the tender document.

Interested eligible candidates may obtain further information and inspect the tender document from the office of Manager, Supply Chain at Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during weekdays. An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs. 1000 payable to our accounts office in cash or bankers Cheque.

The document can also be viewed and downloaded from the website **www.gdc.co.ke** or <http://supplier.treasury.go.ke/PIIP> Portal www.tenders.go.ke free of charge. Bidders who download the tender document from the website must forward their particulars immediately for records and any further tender clarifications and addenda issued

Tenders **MUST** be accompanied by an original bid security of **Kes. 200,000.00** In the form specified in the tender document.

Any additional information, addendums or clarifications in respect to this tender will be available in GDC website www.gdc.co.ke or IFMIS portal/PIIP Portal. All bidders are advised to regularly check the website during the bidding period.

The completed tenders in plain sealed envelopes clearly marked with **Tender No. and Tender reference name; shall be addressed to:**

The Managing Director& CEO
Geothermal Development Company Ltd (GDC)
P.O. Box 100746 – 00101
NAIROBI, KENYA

and deposited in the tender box at GDC Kawi House Office Ground Floor, located at South C Bellevue, Off Mombasa Road, Red Cross Road, not later than **10th October, 2018 at 2.00pm (1400Hrs).**

There will be a Mandatory site visit to all the below operational areas as follows;

- a) **Nairobi Kawi Office – 26th September, 2018 at 9.00am** Kawi House, South C offices (Assemble at Nairobi Office at 8.30am).
- b) **Naivasha Office – 26th September, 2018 Lake View estate, GDC Naivasha Office** at 12.00pm. (Assemble at Naivasha Office at 11.30am).
- c) **Nakuru Office – 26th September, 2018** Nakuru's Polo Center, Kenyatta Avenue at 3.30Pm. (Assemble at Nakuru Polo center, Kenyatta Avenue at 3.00pm).
- d) **GDC Menengai Geothermal Field – 27th September, 2018** Nakuru's Polo Center, Kenyatta Avenue at 9.30am. (Assemble at Nakuru Polo center, Kenyatta Avenue at 9.00am).
- e) **Kapkerwa Office (North Rift) – 27th September, 2018** at 1.30pm. (Assemble at Kapkerwa Office 1.00pm).
- f) **Kadingding Site (North Rift) – 27th September, 2018** at 3.30pm. (Assemble at Kapkerwa Office 3.00pm).

NB:

- Tenderers should arrange to come with a four wheel (4WD) off road Vehicle for ease of accessibility of the rough terrains for Menengai & Kapkerwa & Kading ding
- Each tenderer shall complete the certificate of tenderers visit for each site and sign the attendance register.

NB:

Tenders will be opened immediately thereafter in the presence of the tenderers' or their representatives who choose to attend at GDC Kawi House Board Room on Ground Floor.

MANAGER, SUPPLY CHAIN

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form

- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration of Undertaking not to engage in corrupt cases
- xiv) Power of Attorney

2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be

written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 **Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 **Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 **Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount of **Ksh 200,000**.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) Such insurance guarantee approved by the Authority.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) To sign the contract in accordance with paragraph 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. *All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.*

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

(a)) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE Wednesday 10th October, 2018 at 2.00pm (1400hrs).**”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Wednesday 10th October, 2018 at 2.00pm (1400hrs).**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday 10th October, 2018 at 2.00pm (1400hrs)** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit

price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily. The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.4 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of

contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	The tender is eligible to Tier 1 and Tier 2 service providers in the category of NATIONAL NETWORK FACILITIES PROVIDERS under the CAK licensing regime.
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address: One copy to: - Ag.Manager, Supply Chain Geothermal Development Company Limited, Kawi House Office, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: procurement@gdc.co.ke Copy to: pkapto@gdc.co.ke</p> <p><u>And</u> One copy to: - Ag. Manager, ICT Geothermal Development Company Limited, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: dlangat@gdc.co.ke</p> <p>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 tenders.</p> <p>NB: Any request for clarification must be in the firm’s letterhead and signed, and must be in reference to the specific parts of the tender document properly numbered.</p>
2.10.1	<p>Prices quoted shall be in Kenya Shillings. <u>No correction of arithmetic errors.</u> The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.</p>
2.12.2	<p>The tenderer shall furnish, as part of its tender, a tender security in the amount of Ksh 200,000 The tender security should be valid for a period of 30days beyond the tender validity period. .i.e. 150 days from the date of tender opening.</p>

2.13.1	The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected.
2.14.1	The tenderer should submit an Original and two (2) copies of the tender.
2.16.1	The Tender Closing date is on Wednesday 10th October, 2018 at 2.00pm (1400hrs).
2.22.4	The works completion period shall be eight (8) weeks
Mandatory Requirements.	<p>The evaluation will be evaluated in following stages:</p> <p>a) PRELIMINARY EVALUATION STAGE</p> <p>As provided below (A): Tender Evaluation Criteria Mandatory requirement NB: Bidders who will not meet the mandatory requirements will be declared non-responsive and their bids will not be evaluated further.</p> <p>b) TECHNICAL EVALUATION STAGE</p> <p>Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage as stated in table below;</p>
2.24.5	<p>c) FINANCIAL EVALUATION STAGE</p> <p>The lowest evaluated tender per complete will be recommended for award.</p>
2.27.1	The performance security shall be 10% of the contract price in the form of a bank guarantee issued by a reputable local bank.
Site Visit	<p>There will be a <u>Mandatory site visit to all</u> the below operational areas as follows;</p> <p>g) Nairobi Kawi Office – 26th September, 2018 at 9.00am Kawi House, South C offices (Assemble at Nairobi Office at 8.30am).</p> <p>h) Naivasha Office – 26th September, 2018 Lake View estate, GDC Naivasha Office at 12.00pm. (Assemble at Naivasha Office at 11.30am).</p> <p>i) Nakuru Office – 26th September, 2018 Nakuru’s Polo Center, Kenyatta Avenue at 3.30Pm. (Assemble at Nakuru Polo center, Kenyatta Avenue at 3.00pm).</p> <p>j) GDC Menengai Geothermal Field – 27th September, 2018 Nakuru’s Polo Center, Kenyatta Avenue at 9.30am. (Assemble at Nakuru Polo center, Kenyatta Avenue at 9.00am).</p> <p>k) Kapkerwa Office (North Rift) – 27th September, 2018 at 1.30pm. (Assemble at Kapkerwa Office at 1.00pm).</p> <p>l) Kadingding Site (North Rift) – 27th September, 2018 at 3.30pm. (Assemble at Kadingding site at 3.00pm).</p>

	<p>NB:</p> <ul style="list-style-type: none">• Tenderers should arrange to come with a four wheel (4WD) off road Vehicle for ease of accessibility of the rough terrains for Menengai & Kapkerwa & Kading ding• Each tenderer shall complete the certificate of tenderers visit for each site and sign the attendance register.
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

TENDER EVALUATION CRITERIA

Stages of evaluation:

A) **Mandatory requirements** will determine the satisfactory responsiveness of a Tenderer, failure to meet any of these set requirements as noted hereunder will render a tender non responsive and will automatically be disqualified/not proceed for Technical Evaluation.

B) **Technical Evaluation:** Bids will be checked on compliance to the technical requirements specified below and bids not meeting the technical requirement will be declared non-responsive and will not be evaluated further.

C) **Financial Evaluation:** The bids will be checked for costing of the full schedule including payment terms. The lowest evaluated tender summation of the unit price will be recommended for award.

NB: -

- **The lowest evaluated bid shall be the lowest total price for full scope.**

- **Incomplete quote for full scope shall not be considered for financial evaluation and shall be declared non-responsive.**

TABLE A: MANDATORY REQUIREMENTS

Tenderers to submit copies of the following **MANDATORY** documents (Yes/No)

No.	Requirement	Yes	No
1.	Dully filled, Signed & Stamped Tender Form & Price Schedules		
2.	Original Tender Security in the amount of Ksh 200,000 in the form of bank or insurance guarantee valid for a period of 150 days from the date of tender opening.		
3.	Attach a copy of certificate of Incorporation/Registration or an equivalent for International companies.		
4.	Attach a copy of a Valid Business Permit		
5.	Attach a copy of PIN Certificate		
6.	Attach a copy of CR12 for limited company or ID Card for Sole Proprietorship		
7.	Attach a copy of Tax Compliance Certificate valid at the time of tender opening. GDC shall confirm the Certificate validity from KRA tax checker. International Companies should submit an equivalent.		
8.	Duly filled and signed Confidential Business Questionnaire		
9.	Dully Filled and Signed Declaration of Undertaking not to engage in corrupt fraudulent practice in the format provided		
10.	Attach a valid Communication Authority of Kenya (CAK) registration license/certificate specifying the licensed category.		
11.	Attach a duly signed and authorized power of attorney in the format provided		

NB: Please note that the authenticity of the above documents provided **SHALL** be verified with the relevant authority and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive.

b) TECHNICAL EVALUATION STAGE

Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage. The technical evaluation is two stage:

- i.) Compliance/Responsiveness to Scope of works and fully completed technical specification sheet.
- ii.) Technical evaluation (**based on scoring**)

Bids responsive at the technical evaluation stage will be evaluated at the financial stage.

c) FINANCIAL EVALUATION STAGE

- Completeness of the schedules – Tenderers shall quote for complete schedule. Incomplete schedule shall lead to disqualification and non-responsiveness.
- The lowest evaluated tenderer per complete schedule inclusive of taxes shall be recommended for award.
- Compliance to GDC payment terms as stated in Section IV of the tender document- Tenderers to provide **commitment letter in company's letterhead complying to GDC payment terms and conditions** as stated in Section IV of the tender document.
- No correction of arithmetic errors - The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

The lowest evaluated tender will be recommended for award

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.5 Patent Right’s

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

G C OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.1 Definitions	The procuring entity is Geothermal Development Company KAWI house, South C, P. O Box 100746-00101, Nairobi, Kenya. It includes its legal representative, successors or assigns.
3.3 Provision and Standard of service	GDC's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. GDC's Representative may instruct the Contractor to search for a defect and to test any Work that GDC's Representative considers may have a defect. Should the defect be found, the cost of making good shall be borne by the Contractor. GDC's representative will certify the works and only certified works shall qualify for payment.
3.6 Performance Security	<p>The Performance Security shall be in the amount of 10% of the Contract Price in the form of a Local bank guarantee. The Performance security will be cashed if the tenderer shall not deliver the services as per the Schedule of Requirements and as per the Contract Agreement. If obtained from an international bank, the bank must have a local correspondence in Kenya and the performance security should be through the local correspondence.</p> <p>The performance Security shall be discharged by the Procuring entity and returned to the tenderer not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations</p>
3.7.2 Appraisal	On a quarterly basis the employer's representative(s) and the contractor shall on an agreed date and time conduct a comprehensive assessment/appraisal and record the findings in format as derived from the SCHEDULE OF REQUIREMENTS. Such records shall form part of performance evaluation during and at the end of the probation period, subsequent deliberations.
3.10.1 Sub-Contract	The contractor shall notify GDC in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the contractor from any liability or obligation under the Contract

<p>Non-Performance penalty</p>	<p>In the event that the Contractor does not administer the contract in whole or in part, GDC shall procure, upon such terms and in such manner as it deems appropriate, and without reference to the contractor, services similar to those undelivered, and the contractor shall be liable to GDC for the actual costs incurred for such procured services. These costs shall be offset from the invoices provided by the contractor.</p> <p>Non-performance shall also include:</p> <ul style="list-style-type: none"> a) Failure by the contractor to adhere to the set implementation / deployment timelines b) Failure by the vendor to offer services/ uptime as stipulated in the attached sample SLA during bidding.
<p>3.8 Payment Terms & Conditions</p>	<ul style="list-style-type: none"> 1) Geothermal Development Company's payment terms are 30 days upon receipt of certified invoices and delivery notes confirming that the invoiced goods have been delivered and is in accordance with the contract by the supplier. 2) Advance Payment is not applicable. 3) Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer of the contract. 3) No interest on delayed payments
<p>3.9 Prices</p>	<p>Prices shall be fixed during the Supplier's performance of the Contract. Variation if approved will be based on the prevailing consumer price index from the Kenya Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.</p>
<p>3.12 Termination</p>	<p>GDC may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:-</p> <ul style="list-style-type: none"> a) By Breach of Contract <ul style="list-style-type: none"> (i) The Contractor frequently fails to provide services of acceptable standards set by GDC in the performance of this Agreement and (ii) The Contractor fails to perform any other obligation under this Agreement. b) By Agreement <p>Either party may terminate the Agreement by giving to the other party Three (3) months' notice in writing or payment of Three (3) months the set fees and charges in lieu of such notice;</p> <p>On termination of this Agreement, howsoever terminated, the Contractor shall be permitted to remove all its equipment which may have been placed by the Contractor upon the employer's premises.</p> c) By Insolvency <p>Either party may at any time terminate the contract by giving written notice to the other party in case of insolvency.</p> d) By Bankruptcy <p>Either party may at any time terminate the contract by giving written notice to the other party in case of bankruptcy.</p>

<p>3.14 Resolution of Disputes</p>	<p>If any dispute or difference of any kind arises between the Parties in connection with this Agreement or the breach, termination or validity hereof (a “Dispute”) it shall be referred to arbitration under the Arbitration Act, 1995 and it is hereby agreed that;</p> <p>(a) The seat of the arbitration shall be Nairobi, Kenya;</p> <p>(b) There shall be a panel of three (3) arbitrators. Each Party shall appoint one arbitrator and the third who shall be the chairman who shall be appointed by the Institute of Chartered Arbitrators Kenya Chapter. Provided that any person who has existing or prior relationship with either Party shall not be eligible for appointment as an arbitrator except with the consent of both Parties.</p> <p>(c)The language of the arbitration shall be English;</p> <p>(d)The award rendered shall apportion the costs of the arbitration;</p> <p>(e)The award shall be in writing and shall set forth in reasonable detail the facts of the Dispute and the reasons for the tribunal’s decision</p>
<p>3.18 Notices</p>	<p>Where the Contract provides for Notice to be given to any party, such Notice shall be well and sufficiently given if given by way of: -</p> <p>a) A letter posted by registered mail (airmail if international) to the postal address of the party concerned shown below, or delivered to that party by hand at the address shown below or;</p> <p>b) An email sent to the email address of the party concerned shown below.</p> <p>The addresses of the parties for Notices shall be: - GDC: The. Managing Director & CEO Geothermal Development Company Ltd (GDC) P.O Box 100746 – 00101 Nairobi, Kenya</p> <p>or such other address as GDC may designate as its address for this purpose by Notice to the Service Provider.</p>

SECTION V – SCHEDULE OF REQUIREMENTS

5.1 The scope of work involves:

5.1.1 Supply of scalable internet services at **GDC Kawi House office, Nairobi and Polo Center, Nakuru for a period of 36 months.**

5.1.2 Supply of Wide Area Network Connectivity services **for a period of 36 months** between the ISP and GDC's South C offices, GDC Naivasha Office (Naivasha Lake View Estate), GDC Polo Center (Nakuru), GDC Kadin'g din'g site (North Rift), GDC Menengai Geothermal field, and GDC Kapkerwa office (North Rift).

Table 1 below shows GDC offices location co-ordinates, however **bidders are required to confirm the accurate co-ordinates for their design.**

5.1.3 2 Mbps APN Backhaul and APN connectivity for 50 users.

5.1.4 GDC has an existing ISP whose services shall remain in existence in the offices where their services are terminated, in this tender the successfully bidder shall offer services to all the offices which shall be used concurrently with the current ISP services hence **the load shall be balanced between two ISP's.**

5.1.5 Table 1 : GDC Office co-ordinates

Office	Latitude (Northings)	Longitude (Easting)
1. Naivasha	0°43'54.28"S	36°26'14.27"E
2. Nakuru Office	0°17'9.12"S	36° 3'52.89"E
4. Menengai Mast	0°12'59.00"S	36° 3'59.03"E
5. Kampi ya Samaki Office	0°28'25.04"N	35°59'49.22"E
6. Kawi House, South C	1°19'26.55"S	36°50'01.55"E
7. GDC Kadin'g din'g	97244.148M	178273.151M

NOTE:- There will an additional link between GDC Kawi House and Smart Applications, International Life House (Nairobi) 22nd floor.

5.1.6 The bidder should be capable of implementing the requested services with adequate redundancy for both internet services and Wide Area Network connectivity services. (The design layout should consider internet redundancy and WAN redundancy separately).

5.1.7 The bidder should have existing 24 x 7 Network Operating Center for services to be supplied.

5.1.8 The bidder should have in place a proactive network infrastructure monitoring systems. (There should be a way of notification to GDC in case of any failure on any of the links)

5.1.9 The bidder shall provide bandwidth monitoring tools and quality of service to GDC.

- 5.1.10** The bidder must have in place, proactive account management systems for the management of the SLA.
- 5.1.11** The bidder must provide an SLA that guarantees in excess of 99% uptime (sample SLA should be attached with the bid).
- 5.1.12** The bidder must source and install any additional equipment required to terminate its services for effective operations.
- 5.1.13** The bidder is to pass on the warranty for all equipment supplied
- 5.1.14** This evaluation seeks to consider the proposal with strongest technical solution from the bidders.
- 5.1.15** The Bidder must have supplied, installed and commissioned solutions of the same kind required by GDC and have provided after sales service satisfactorily to other clients (include reference sites).
- 5.1.16** The bidder is to **provide 5 reference customers** that subscribe to 20Mbps of dedicated/leased bandwidth services or more.
- 5.1.17** The bidder shall provide proof of having skilled personnel to support the services on offer.
- 5.1.18** The delivery period for items shall be within **8 weeks** or earlier from the date of signing the contract. It is GDC's desire to have the services installed within the shortest time possible.

SECTION VI: TECHNICAL SPECIFICATIONS

5.2 Specification Details

- 5.2.1 The bidder shall provide a clear technical description of the solution on offer with a clear diagram illustrating the kind of solution on offer.
- 5.2.2 The supplier **MUST** provide **manufacturer's authorization letter** with regards to the line of goods supplied. All products supplied **MUST** be genuine and have genuine licenses that can be verified by the manufacturer of the product. A manufacturer's warranty should be supplied with the product and a warranty certificate provided (*For the bid document the bidders MUST write a commitment letter to offer a valid warranty when their bid is successful*)
- 5.2.3 No devices should have physical damages/dents neither should the devices be refurbished.
- 5.2.4 ALL security seals and packaging should not have been tampered with.
- 5.2.5 The supplier **MUST** have competency to install the services onsite and must have the technical skill/staff required to deploy and support the solution post implementation.
- 5.2.6 In case of substandard products or dissatisfaction on the part of GDC, the supplier shall bear costs of replacing the products.
- 5.2.7 Preference will be given to the dealer who will deliver the latest technology/product within the shortest time.
- 5.2.8 Each provider shall arrange **for a site visit to their Network Monitoring Center and Customer Support Centers for GDC staff** (*this shall form part of the evaluation*).
- 5.2.9 The supplier **MUST** have local presence in all the sites for technical support.

5.3 Description of services.

GDC expects to have a network with 99.0% availability hence the need to source a **second service provider** to interconnect the various offices who shall terminate their services on Cisco routers located at GDC offices where the services are required as per section V, 5.1.2.

NOTE: There are already existing services in these offices from an ISP which shall continue to run as GDC expects to use both links for high availability, efficiency and reliability.

Table 2. Existing GDC Equipment

	Office	Equipment's	Free Ports
i.	South C	Cisco 2900 Series Router, Running Cisco IOS Version 15.1	2 HWIC slots
ii.	Nakuru Polo Center	Cisco 2900 Series Router Running Cisco IOS Version 15.1	2 HWIC slots
iii.	Naivasha	Cisco 2900 Series Router Running Cisco IOS Version 12.1	2 HWIC slots
iv.	Menengai office	Cisco 2900 Series Router Running Cisco IOS Version 12.1	2 HWIC slots
v.	Kampi ya Samaki office	Cisco 2900 Series Router Running Cisco IOS Version 12.1	2 HWIC slots
vi.	Kadin'g din'g	Cisco 2900 Series Router Running Cisco IOS Version 12.1	All ports are free
Note that if the indicated free ports are inadequate for the vendor to terminate their services then it would be expected of the vendor to supply the card as part of the installation equipment.			

5.3.1: TECHNICAL REQUIREMENTS

Tenders must indicate on the specifications sheets whether the services offered comply with the specified requirements.

5.3.2 Any deviation from basic requirements must be explained in details. GDC reserves the right to reject the services, if such deviations shall be found critical to the use and operation of the services to be offered.

5.3.3 The tenders are requested to present information along with the bids as follows:

- i) Shortest possible delivery period of the product
- ii) Information on proper representative, support and maintenance including the names and addresses.

5.3.4 INFRASTRUCTURE

The following technical requirements must be met by all the bidders and evidence attached.

- i) The provider must implement a vendor neutral network structure while catering for redundancy in the solution offering.
- ii) Provide evidence of relationship with backbone and redundancy providers
- iii) Provide failover solution at each site. Both ISP should be Active – Active at any given time.
- iv) The links will be terminated on the routers provided by GDC, but the vendors must ensure that the necessary cards are available during the site survey.

5.3.5 INTERNET SERVICES

	ITEM	DELIVERABLE
5.3.5.1	Provision of 40 Mbps Internet at GDC Kawi House, South C and 20 Mbps at GDC Nakuru, Polo Center	Internet Services
5.3.5.2	Service Availability	The ISP shall ensure that the internet services shall be available 24/7 with minimum interruptions. The ISP shall provide redundancy on a 24/7, 365 days

		on equal proportions to the procured services.
5.3.5.3	Fault Handling	The ISP shall provide a fault handling scheme and an escalation matrix. All faults shall be issued with a service number / reference number and shall be handled within 1 hour on the maximum.
5.3.5.5	Internet Usage Reports	The vendor shall provide internet Availability and Utilization report to GDC.

5.3.6 WIDE AREA NETWORK (WAN) REGIONAL REACH EVALUATION

The ISP shall provide a dedicated link to each GDC regional Office with the capacity listed below.

LOCATION	WAN LINK CAPACITY	INTERNET
1. Kawi House, South C, Nairobi	30 Mbps	40 Mbps
2. Nakuru Office, Polo Center	6 Mbps	20 Mbps
3. Menengai Office	10 Mbps	
4. Naivasha Office	4 Mbps	
5. Kapkerwa Office	3 Mbps	
6. Kadin'g din'g	4 Mbps	
7. International Life House (Smart Applications)	1 mbps	
8. APN connectivity for the field offices	2 Mbps Backhaul	50, 4G/3G modems and 50 APN configured SIM cards. (50 SIM cards shall have 3Gb of data bundles monthly)

Provision of WAN to all GDC offices. Each regional office shall have a dedicated bandwidth capacity as per the above table. (GDC's regional offices shall have access to internet through GDC South C office 40 Mbps).	Each regional office shall have internet connection through GDC South C office except Nakuru Office that will have an independent internet link. The ISP shall ensure the links from regional office to GDC South C office are uninterrupted with fast internet connection speeds.
Infrastructure	The ISP shall have her own infrastructure. The ISP MUST disclose to GDC where MOUs' with third party vendors are in existence.
Media	The access technology shall be delivered and terminated to GDC equipment room at all the locations. Bidders should indicate the proposed technology to be used.

5.3.7 LICENSING AND REGISTRATION

Bidders are required to fill in their response to the table below.

CRETERIA	BIDDERS RESPONSE
ISP shall be a category A Tier 1 and Tier 2 ISP service provider registered with all relevant Government of Kenya Agencies. Kindly provide documentation of the same.	(Specify licensed category)
The ISP shall be a licensed with a service operator license and MUST have own infrastructure across the country. Kindly provide documentation of the same.	
The ISP shall have direct peering with at least 3 upstream service providers spread across the world. Proof of the same is a requirement. (Specify upstream providers).	
The ISP shall have direct connectivity to the Kenya Internet Exchange Point (KIXP).	
The ISP shall provide a centralized support center with a ticketing	(Specify the tools)

tool for trouble shooting, call logging and monitoring	
The ISP shall provide a dedicated support contact to ensure a single point of contact in case of any down time.	
The ISP shall provide primary filtering for spam, virus, and any other malware	
Any civil permission for cabling shall be the sole responsibility of the ISP	
The ISP shall confirm in writing to provide acceptable service levels of minimum 99.0%. GDC would prefer optimum service availability of 100%.	(ISP to provide a confirmation letter on the company letter head).

6.4 TECHNICAL EVALUATION CRITERIA

The technical proposal from each bidder must address all of the following critical areas. NB: *The minimal qualifying technical score will be 70 points. Only bidders that meet the minimum score will have their financial proposals evaluated.*

Item	Details	Marks
	<p>The bidders shall meet the mandatory requirements listed under “APPENDIX TO INSTRUCTIONS TO THE TENDERERS” to qualify for this stage.</p> <p>The bidder Must provide evidence of each of the following requirements listed below.</p>	
1.	<p>Experience of the firm.</p> <ul style="list-style-type: none"> a) Experience of the firm in deploying similar projects in the last eight (8) years. - Tenders to provide list of five (5) clients with their contact addresses, contract value and year (Total marks 5, 1 mark per client) N/B the list must be complete with all the requirement to earn a mark. - Tenders to provide five recommendation letters from the above listed clients indicating the contact person, telephone number and contract period (Total 5 Marks, 1 mark per letter) 	10marks
2.	<p>Details of the bidders Network</p> <ul style="list-style-type: none"> b) Proposed network technical design solution indicating:- <ul style="list-style-type: none"> i) Number of international gateways (specify) at least 3. 	20 Marks

	<p>(Total 6 Marks, 2 marks per gateway)</p> <p>ii) Capacity of at least 3 international gateways (<i>Specify subscribed for capacity on each gateway</i>)</p> <p>(Total marks 6, 2 mark per gateway)</p> <p>iii) Availability of last mile connectivity and redundancy to the GDC office locations. (Attach a diagram showing current presence)</p> <p>(Diagram Total Marks 2mks, Current presence 2 mks)</p> <p>iv) Redundancies in place on the local core network. Attach a diagram showing redundancy (Total 2 Marks)</p> <p>v) Work plan and project implementation schedule</p> <p>(4 Marks)</p>	
<p>3.</p>	<p>Technical Solution</p> <p>The bidder to clearly outline the proposed connectivity solution how all the regions will be connected and integration with the current existing service provider.</p> <p>a) Specify the proposed technology to be used to connect internet at GDC Kawi House and Polo center. (GDC prefers technology with high throughput, high resistance to noise, excellent security) (4 marks)</p> <p>b) Specify how the Wide Area Network (WAN) will connect all GDC branch offices including relaying internet over the WAN link to Naivasha, Menengai, Kapkerwa and Kadin’g din’g offices. (4 marks)</p> <p>c) Specify the APN operating frequency, coverage and the configuration to allow the users access the domain resources even when out of the office.</p> <ul style="list-style-type: none"> • Operating frequency 2mks • Coverage 1 mk • Configuration 1 mks <p>(Total 4 marks)</p> <p>d) Clearly defined design and technical write up matching the scope of works/ assignment. (8 marks)</p>	<p>20 marks</p>
<p>4.</p>	<p>Team Competency</p> <p>Bidders are required to submit curriculum vitae (CVs) and copies of certificates of key staff that will be engaged in the project.</p> <p>a) Project Manager</p> <p>i) Attach Proposed Project Manager’s CV depicting skills and experience in project management and certificates to support the CV (at least a certificate in project</p>	<p>10 marks</p>

	<p>management) (2 marks)</p> <p>b) Engineers/Technicians</p> <p>ii) Attach at least two (2) proposed technical persons CVs and certificates to support the CV depicting their qualifications to roll out the project effectively. 3marks per person</p> <p>(Total 6 marks)</p> <p>c) Account Manager</p> <p>iii) A dedicated Account Manager to link GDC to the firm. Kindly propose a name and the relevant ways to contact the account manager (Telephone number, email address). (2 Marks)</p>	
5.	<p>SLA Management</p> <p>a) Provide a sample SLA (5 marks)</p> <p>b) Proposed SLA uptime target and SLA compensation (<i>Indicating service availability uptime and compensation should the downtime exceed the promised uptime clearly give an outline how the compensation shall be tabulated in hours, days, weeks, months, years</i>) (5 Marks)</p> <p>c) SLA escalation matrix clearly showing reporting procedures (<i>Clearly indicate the escalation timelines, persons responsible and reporting to GDC</i>) (5 Mark)</p>	15
6.	<p>Technical Presentation of the proposed solution</p> <p>As part of the technical evaluation, bidders will be invited to do a technical presentation to GDC evaluation team clearly outlining how the bid is meeting the tender document requirements.</p> <p>The technical presentation shall be evaluated as follows:-</p> <p>a) A clear description of the proposed solution clearly illustrating how the proposed solution will work, the presenter to be clear and audible. (5 marks)</p> <p>b) A clear demonstration of how the deployment will be carried out and how the timelines will be met. (5 marks)</p>	10
5.	<p>Site visit to Bidders Operational Area.</p> <p>Visit to bidders network operating center</p> <p>Visit to Customer support center.</p> <p>i.) Proactive network management. (3 marks)</p> <p>ii.) Provision of bandwidth monitoring tools. (3 marks)</p> <p>iii.) Assessment of customer support systems in place.</p>	15

	(4 marks)	
	iv.) Verification of internet backbone capacities in place.	
	(5 marks)	

The above requirements carry a 100% maximum score **with a cut off score of 70marks.** Any tenderer who does not meet the cut-off score of 70 marks will not be eligible for financial evaluation.

Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification.

SECTION: VII PRICE SCHEDULE

The bidders are required to provide their price breakdown as per schedules below;

SCHEDULE				
		Description	Total Charges (Kenya Shillings)	
1.	Equipment Bill of Quantities.			
	Provide BQs of required equipment's. (Refer to table 2 for available equipment's)			
	GDC Kawi House, Nairobi South C			
	GDC Polo Center office, Nakuru			
	GDC Menengai Office			
	GDC Kapkerwa Office (North Rift)			
	GDC Naivasha Office			
	Smart Applications (International Life)			
	GDC Kadin'g din'g site (North Rift)			
	Total Equipment charges			
2.	Installation charges per site			
	GDC Kawi House, Nairobi South C			
	GDC Polo Center, Nakuru			
	GDC Menengai Office			
	GDC Kapkerwa Office (North Rift)			
	GDC Naivasha Office			
	GDC Kadin'g din'g site (North Rift)			
	Smart Applications (International Life)			
	Total installation Charges			
3.	Internet Bandwidth Charges			
		Monthly Cost	Unit	Total Cost
	40 MB internet Connectivity Charges to GDC South C Office, Nairobi (fiber)		(x 36) Months	
	20 MB internet Connectivity Charges to GDC Polo Center, Nakuru (fiber)		(x 36) Months	
	(a) Total bandwidth Cost			
4.	Wide Area Connectivity Charges			
	GDC Kawi House, Nairobi South C 30 MB		(x 36) Months	
	GDC Nakuru Office 6 MB		(x 36) Months	
	GDC Menengai Office 10 MB		(x 36) Months	
	GDC Kapkerwa 4 MB		(x 36) Months	
	GDC Naivasha Office 4 MB		(x 36)	

			Months	
	GDC Kadin'g din'g site 4 MB			
	APN – 2 Mbps		(x 36) Months	
	Smart Applications (International Life) – 1 Mbps		(x 36) Months	
	50 SIM Cards data bundles on 3GB		(x 36) Months	
	(b) Total WAN Monthly Cost		(x 36) Months	
	Total monthly recurrent cost (a+b)		(x 36) Months	
	5. Sum Contract Cost			
	Total Equipment Costs			
	Total Installation costs			
	36 Months ISP Internet Charges			
	36 Months WAN Connectivity Charges			
	Sum contract cost transferred to tender form Incl of 16% Vat			

No correction of arithmetic errors.

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

NB: ALL Prices quoted must be inclusive of 16% VAT

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

Delivery Period: _____

SECTION VIII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

8.1 FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of. *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] _____ *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

8.2 CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No, Street/Road.....</p> <p>Postal address Tel No. Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers.....</p> <p>Branch.....</p>

<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality..... Country of Origin.....</p> <p>Citizenship details</p>																				
<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																	
1.																	
2.																	
3.																	
4.																	
<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																	
1.																	
2.																	
3.																	
4.																	
<p>Date..... Signature of Candidate.....</p>																				

8.4 TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20_____ to

supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

8.6 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of
[name and/or description of the goods] having factories at
..... *[address of factory]* do hereby authorize
..... *[name and address of Agent]* to submit a tender, and
subsequently negotiate and sign the Contract with you against tender No.
..... *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

7.7 DECLARATION OF UNDERTAKING

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

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

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

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

Dated this _____ day of _____ 20 _____

(Name of company)

(Signature(s))

7.8 POWER OF ATTORNEY

To [name of the Procuring entity]

Note: This power of attorney should be on the letterhead duly signed and stamped nominating a representative to transact and sign document on behalf of your company.

