



GEOHERMAL DEVELOPMENT COMPANY LTD

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**TENDER FOR SUPPLY & INSTALLATION OF AN E-BOARD
MANAGEMENT SYSTEM (BMS) WITH A WEB INTERFACE**

GDC/BSSI/OT/024/2018:2019

**CLOSING DATE AND TIME: 30th JANUARY, 2019 AT
2:00PM**

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SECTION I: INVITATION TO TENDER

TENDER REF NO: GDC/BSSI/OT/024/2018:2019

TENDER DESCRIPTION: TENDER FOR SUPPLY AND INSTALLATION OF BOARD MANAGEMENT SYSTEM.

Geothermal Development Company (GDC) invites sealed tenders from eligible candidates for “**Supply and Installation of E-Board Management System**” 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 **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 PPIP 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 **30th January, 2019 at 2.00pm (1400Hrs).**

PRE-BID MEETING

NB: There will be a Pre-Bid Conference/Meeting to be held at GDC Office Boardroom on **18th January, 2019 at 10.00am.** Bidders are required to assemble at GDC Kawi House Offices at 9.00am.

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 30th January, 2019 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 30th January, 2019 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 30th January, 2019 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 all Suppliers/Service Providers of Board Management System
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:</p> <p>One copy to: - Manager, Supply Chain Geothermal Development Company Limited, Kawi House Office, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: dkyaka@gdc.co.ke procurement@gdc.co.ke Copy to: pkapto@gdc.co.ke</p> <p><u>And</u> One copy to: - Manager, Board Secretarial Services & Insurance Geothermal Development Company Limited, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: amuthengi@gdc.co.ke Copy to: bjkosgei@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.</p> <p><u>No correction of arithmetic errors.</u></p> <p>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. <i>All pages of the tender, except for unamended printed literature, shall be page netted, serialized, well bound with table of content and initialed by the person or persons signing the tender.</i>
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.
2.16.1	The Tender Closing date is on Wednesday 30th January, 2019 at 2.00pm (1400hrs).
2.22.4	The works completion period shall be a maximum of three (3) months
Mandatory Requirements.	<p>The evaluation will be evaluated in following stages:</p> <p style="text-align: center;">a) PRELIMINARY EVALUATION STAGE</p> <p>As provided below (1): 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 style="text-align: center;">b) TECHNICAL EVALUATION STAGE</p> <p>Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage.</p> <p>Bids that score equal or above 70% in the Technical evaluation stage will proceed to financial evaluation stage. Bids that score less than 70% shall be treated as non-responsive and will not be further evaluated.</p>
2.24.5	<p style="text-align: center;">c) FINANCIAL EVALUATION STAGE</p> <p>The bid with the highest combined Technical and Financial Score will be awarded the tender and invited for contract negotiations with the client.</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.

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 of 70 marks and above will be declared non-responsive and will not be evaluated further.

TABLE 1: 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 duly signed and authorized power of attorney in the format provided		
11.	The bidder must provide a copy of certification/authorization from the manufacturer or distributor to do business as an authorized vendor for the proposed Board Management System.		
12.	Provide a copy of NITA Accreditation		

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:

Note to Bidders: The following checklist is provided to help the Bidder organize and consistently present its Technical bid. for each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to the requirements.

In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column "DETAILED DESCRIPTION".

The Technical responsiveness checklist does not supersede the rest of the technical requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

Bidders shall use the following options to indicate the "DEGREE OF SUPPORT OF COMPLIANCE" their solution provides for each of items listed in this section:

- a. FS - (Fully Supported) the application fully supports the requirement without any modifications.
- b. PS - (Partially Supported) the application supports the requirement with use of a workaround.
- c. CR (Customization required) the application will be customized to meet the requirement(s).
- d. NS - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

Where customizations are required, clearly and comprehensively indicate the plan, design and/or approach to be undertaken to achieve the requirements.

A clause-by-clause commentary on the Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications is required.

For each SPECIFICATION, bidders are requested to provide a clear and concise explanation in the DETAILED DESCRIPTION section or provide a cross-reference to where that explanation or supporting information can be found in other part of the technical proposal.

Please fill in the COMPLIANCE column as appropriate to indicate one of the responses listed above for each item and add as many comments, diagrams, maps and/or screenshots in the DETAILED DESCRIPTION column.

Technical Responsiveness Checklist – Table Two (2)

- i.) Compliance/Responsiveness to Scope of works and fully completed technical specification sheet.

No	Specification	Requirement	Compliance (FS/PS/CR/NS)	Tenderer's Response
1	Accessibility			
a)	Hosting	The Board Management system must be hosted on cloud and allow access over the internet on 24 x 7 basis from anywhere in the world.		
b)	Mobile Applications	The system should have iPad and Android Apps for use of system.		
c)	Compatibility	Users should be able to access all modules of the system using a PC, Laptop, iPad, Android Tablet, Smart phone with any browser and an internet connection.		
d)	Availability	<p>The solution provider must be willing to provide a Service Level Agreement committing to the following:-</p> <ul style="list-style-type: none"> • Give 99% and above availability assurance. • Data backup is the responsibility of supplier as the solution is on cloud • The provider must have support matrix for the system and assure less than 3 hours call to fix times 		
e)	Repository	System should have capability to store corporate plans such as business and strategic plans, financial forecasts and board committee calendars.		
f)	Offline Briefcase	System should allow automatic saving and access to board documents when offline from internet connection.		
g)	New Uploads	The system should have a module that shows all documents that have been uploaded from last login session.		
h)	Calendar	The System should have a		

		calendar that captures important dates such as Board Meetings, Committee Meetings along with other Board activities that run through the year.		
	i) Meeting Confirmation	The system should allow users to confirm attendance, decline attendance or provide a tentative attendance status for upcoming meetings.		
2	Security and Infrastructure			
	a) Network Security	All data stored and communications transmitted within the system must be accessed using HTTPS protocols with 128bit SSL/1.2 TLS encrypted technology.		
	b) Infrastructure Security	The system should be Hosted on Internationally accepted data centres which are SOC 1-3, SSAE 16 and ISAE 3402 Certified.		
	c) Redundancy	The system's infrastructure should be mirrored across multiple data centres which are geographically dispersed in more than two separate locations.		
	d) Application Security	The system must be Developed using SEI CMMi standards.		
	Audit Trails	Must have multiple levels of user access controls secured with powerful audit trails.		
	Access Security Levels	Must incorporate Two Factor Authentication Access along with PIN Lock and Fingerprint Access.		
	Password Policies	Must support password policies such as unique login per user, time-out feature, password expiry, re-use policies and password strength etc.		
	Log in Alerts	Must generate automated reports and prompts on logins and		

		attempted log ins.		
	Restricted Access	Must be able to restrict access either via an IP address or a physical device.		
	Administration	Provide an administration module so the custodian of the system can add/suspend users, give access rights and privileges to different users and setup basic system setups i.e. The system should have an Admin panel and user panel.		
3	Board Pack and Meetings Management			
a)	Upload Board Packs	The system must have a Document Management System and have controlled upload capabilities by certain users of Board documents in various formats including .pdf, .doc, .docx, .xls, .xlxs, .ppt, .pptx etc		
b)	Alerts and Notifications	Inform users once document relevant to them have been uploaded by email/sms		
c)	Committee Meetings	Handle all document and users for Board committees in a manner similar to the main Board		
d)	Calendar	Maintain Board & Committee Calendars and send reminders to users before the meeting dates.		
e)	Polling	Allow users to vote on polls/questions online while producing real-time results.		
f)	Online Approval	Provide a facility for users to approve/reject requests online and maintain a history of the request including supporting documents		
g)	Search	Allow user to search through board & committee documents of current and previous meetings.		
h)	Notes and Annotations	Allow users to make notes and annotations on all documents		

		within the system including those in PDF format.		
i)	Multi-Company	Allow administrator to create multiple companies within the system with optional security levels		
j)	Multi - Lingual	The system should be able to function in multiple languages according to respective user preference.		
k)	Digital Signatures and Stamps	The System should allow users to sign or stamp documents of any Microsoft office version such as word, pdf etc. The signatures can have option of stored or one time signatures.		
4	Board Evaluations			
	Set up Evaluations	The system should be flexible enough to allow for different types of evaluation (top down, 360 degree etc.) and allow the user responsible to define their own questions for each evaluation		
	Evaluation completion	Users should be able to evaluate themselves and their colleagues through the system.		
	Evaluation Reporting	The system should generate evaluation reports; provide average sources, graphs so users can see a more graphic representation of the performance of the Board, Committees & Individuals.		
		The system must have a reporting module based on flexible user requirements (attendance register and records for meetings)		
5	Compliance and Risk			

	Management			
	Compliance Setup	Allow the company to setup multiple types of compliance with various regulatory bodies.		
	Track & Update Compliance Status	Users should be able to update compliance status at various times. Compliance documents should be uploaded on the system.		
	Compliance Reporting	The system should generate graphical reports of compliance status for Board members – providing a Macro level view of the organizations compliance.		
	Audit of Compliance	Allow the company to provide an external Authority with temporary and restricted access only to compliance documents for the purpose of Audit.		
	Contract Management	Provide a module that manages the lifecycle of contracts that bind the organization.		
	Renewals and Expiry	The module should be able to capture the contract start date, expiry/renewal date and send reminders via email and sms.		
	Milestones, Tasks and Obligations	It should be able to send reminders based on milestones, tasks and obligations to the parties of the contract.		
	Contract Experience	It should be able to client's experience i.e. Negative or Positive for duration of the contract.		
	Track Changes	The module should be able to track all changes made within the contract from initiating through to drafting and execution.		
	Real-time - Collaboration	The module should allow users to work concurrently on a document real-time from any location in the world. While collaborating, the module should allow chats and		

		comments/suggestions to be incorporated when accepted.		
	Templates	The System should be able to store contract/agreement templates that can be used when drafting the contract.		
	Contract Parties	The system should be able to capture all parties to the contract, along with all details pertaining to the parties such as names of those involved in the drafting process.		
6	Minutes Module			
	Minutes Capture	Provide an interface for the Company Secretary & Committee Secretaries to capture the Agenda, Reports & Minutes of meetings directly into the system, capture actions to be taken and by whom and by what date.		
	Automatic Reminders	Based on the Company Secretary's action items, the system will automatically send out reminders to users to complete their respective tasks by the due dates.		
	Features	System should be able to show shareholding data, directors names and profiles including (date of appointment and length of term), company profiles, organizational charts		
7	Communication and Collaboration			
	a) Video Conferencing	Allow users within the system to have a meeting via video conference within the system in order to share audio and video.		
	Screen Share	Allow users to share documents within the video conference by sharing screens.		

	Connect to users	Allow users within the system to connect as a group or one on one from any location in the world		
	Share annotations	Allow users to share notes and annotations real-time.		
	Join Meetings	Allow users to join an on-going meeting or video call.		
b)	Discussions	Allow users to have discussion forums within the system at a One on One or group level, and make resolutions.		

ii.) Technical evaluation (**based on scoring**)

(I) Technical Evaluation

This will be based on the technical proposal submitted in accordance to the criteria shall be:-

Table Three (3) –

No.	Description of Criteria.	Requirements	Max. Score
1.	Number of Years the firms has been in Existence to Similar services/assignment	Provider a copy of Certificate of Incorporation/Business Registration in Kenya i. In existence for 10 yrs and above - 5mks ii. In existence for 6 to 9 years – 3 mks iii. In existence for 3 to 5 years – 2 mks iv. Less than 2 yrs – 0 mk	5mks
2.	Similar Experience/Technical Capacity	Tenderers are required to demonstrate experience/technical capacity by; a) Provide a list and contacts of Ten (10) sites where the proposed Board management system has been implemented in the last ten (10) years, atleast three (3) must be in the public sector (10mks) b) Proof of similar experience in Supply & Installation of Board Management System. Tenderers to Provide at least Five (5) contracts copies/LPOs and (Five (5) recommendation letters for those contracts/LPO from the above list where atleast two (2) of the Contract/LPO & two (2) Recommendations must be firms from the public sector. Two (2) Marks for each copy of Contracts/LPOs & Two (2) Marks for each recommendation letter. <i>Note: Recommendation letters should be in letter head of the company that issued LPO's or Contracts.</i>	20mks
3.	Qualification and	Provision of at least four (4) No. of signed certified	15mks

	<p>experience of proposed Support Staff/ Technical Capacity – Implementing Personnel</p>	<p>CVs and copies of relevant certificates and recommendation letters for the below;</p> <p>i) Technical/ Project Manager;</p> <ul style="list-style-type: none"> - Academic Qualification – Graduate from relevant discipline (2 mks). - Experience – Must have handled similar project/assignment with an experience of not less than three (3) years (2 mks) - must have Professional Certificates in Board Management Implementation, Training and Project Management (3 Marks) <p>ii) IT / Engineering Graduate;</p> <ul style="list-style-type: none"> - Academic Qualification – IT/Computer Engineering Graduate (2 mks) - Experience – Must have handled similar project/assignment with an experience of not less than three (3) years (2 mks) <p>iii) IT graduate;</p> <ul style="list-style-type: none"> - Academic Qualification – IT/Computer Engineering Graduate (2 mks) - Experience – Must have handled similar project/assignment with an experience of not less than three (3) years (2 mks) 	
4.	<p>Technical Specifications/Compliance to Requirements</p>	<ul style="list-style-type: none"> - Compliance/Responsiveness to Scope of works and fully completed technical specification sheet provided in table 2 above (20 mks) - Proposed equipment data sheet/brochure/catalogue depicting compliance to the proposed technology/solution (15mks) 	35mks
5.	<p>Adequacy of the proposed Methodology in responding to GDC requirements</p>	<p>The bidder shall provide his proposed methodology in responding to GDC requirements specified</p>	10mks
6.	<p>Project Implementation/Work Plan</p>	<ul style="list-style-type: none"> • Should provide project implementation and completion timeline within 90 days period after contract signing (Provide a work plan/schedule) (5mks) • Should provide User training (training proposal) (5mks) 	15mks

		<ul style="list-style-type: none"> • Provide a sample SLA (5 marks) 	
	Total Marks		100mks

Total Technical Score : 100 Marks

Weightage: The total technical score will carry 80% of overall evaluation score (combined Technical and Financial score).

Bids that score equal or above 70% in the Technical evaluation stage will proceed to financial evaluation stage. Bids that score less than 70% shall be treated as non-responsive and will not be further evaluated.

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

c) FINANCIAL EVALUATION STAGE

Weightage: This will carry a total of 20% of the overall evaluation score.

Each of the financial submissions will be divided by the lowest financial quote to determine the financial score of each.

The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which **S_f** is the financial score, **F_m** is the lowest price and **F** is the price of the proposal under consideration.

(II) Combined technical and financial scores:

The following formula shall be used: T.S (80%) + F.S (20%) = T.T.L (100%)

T.S = Technical Score (as evaluated above)

F.S = Financial Score (as evaluated above)

T.T.L = Total Score

The bid with the highest combined Technical and Financial Score will be awarded the tender and invited for contract negotiations with the client.

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) A bank guarantee.

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	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. 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
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
Non-Performance	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

penalty	<p>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.
3.8 Payment Terms & Conditions	<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
3.9 Prices	<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>
3.12 Termination	<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>
3.14 Resolution of Disputes	<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</p>

	<p>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>
3.18 Notices	<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 – DESCRIPTION OF SERVICE

1. INTRODUCTION

Business processes on Board meetings are largely handled manually. G D C intends to leverage on the advancement in technology to deploy the state of the art solutions to automate the Board business processes. The Company is seeking bids from competent bidders to supply and install a state of the art Board Management System.

2. OBJECTIVE OF THE ASSIGNMENT

In view of the business processes GDC desires to:-

- a. Implement a Board Management System (BMS) that will address the computerization of the entire Board Meetings. It is envisaged that the BMS will be available to both internal users and the Directors through a web portal (Internet based access).
- b. Facilitate the dissemination/distribution of board papers in soft copies;
- c. Improve efficiency and minimize costs by providing flexible, alert notification to Directors and senior staff whenever the board papers have been posted in the system. The notifications shall be in the form of emails or short message service (SMS) ;
- d. Ensure that the GDC users and administrators are suitably trained and equipped in the usage of the Board Management System.

3. SCOPE OF WORK

The scope of work includes:-

- a. The supply, installation and commissioning of Board Management System with a web interface.
- b. Supply and set up of a centralized database (relational database management system).
- c. Set up of necessary IT security measures for the Board Management System.
- d. Supply and installation/setup of the appropriate software, licenses and kits.
- e. Migration of data from manual systems.
- f. Training of users: End users twenty (20) in numbers.
- g. Provision of warranty after successful Commissioning (go-live) of system.
- h. Provision of support after go live
- i. Preparation and timely submission of project reports.

4. BIDDER QUALIFICATION REQUIREMENTS

- a. The bidder should have been in operation as a supplier and installer of the proposed Board Management Systems for a minimum period of Ten (10) years.
- b. The bidder must demonstrate thorough knowledge on the business processes i.e. the bidder has developed, implemented and supported an enterprise resource planning system in any institution with similar business processes as Geothermal

Development Company Limited.

- c. The bidder must provide a copy of certification/authorization from the manufacturer or distributor to do business as an authorized vendor for the proposed Board Management System.
- d. The bidder must submit at least Ten (10) sites where the proposed Board management system has been implemented, atleast three (3) for Public Sector.
- e. The bidder must submit information supporting their experience in information management systems, computer hardware, network planning and design, computer applications/ programming, telecommunication networks, I.T. policy formulation and implementation in the last five (5) years.
- f. Demonstrate experience and capability in data storage management.
- g. Technical specialists with at least three (3) years' experience installing and configuring Board Management Systems. The specialists should have the relevant certificates that indicate skills and training in installing, configuring and Commissioning BMS systems of the nature proposed in the contract
- h. The bidder must provide at least five (5) references letter from sites where they have supplied similar services in the last 5 years.

5. DURATION FOR THE ASSIGNMENT

It is envisaged that the entire implementation duration will be a maximum of **3 months**. However, bidders are encouraged to propose a lesser duration as may be practically possible while meeting all the requirements of the Terms of Reference.

The project implementation duration does not include the warranty period, which period will commence immediately after commissioning the system, for a period of one (1) year.

6. ADMINISTRATIVE AND REPORTING FRAMEWORK

The contractor will be responsible to the Managing Director of the GDC, through the appointed Project Manager on all matters of the project. The contractor will work closely with the GDC technical and ICT staff. The Client will provide the following inputs:-

- a) Relevant reference material
- b) Facilitate access to the GDC regulations and other necessary documents.
- c) Facilitate access to appropriate GDC and stakeholder officers.
- d) Meetings with relevant institutions as and when required.

- e) Working area for project consultants

7. DELIVERABLES

- a) Inception report giving a detailed understanding of the assignment.
- b) Project charter.

- c) A detailed work plan with the resource requirements schedule.
- d) Risk management report
- e) Functional requirements design
- f) Weekly status reports
- g) Training of administrators and end users
- h) Installed and Commissioned Board Management system
- i) Installed and configured supporting hardware and software applicable.
- j) Final project report
- k) Warranty of 1 year for software
- l) Warranty reports

8. TERMS OF PAYMENT

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.

9. METHODOLOGY

The bidder should clearly provide information regarding the implementation methodology, which the bidder utilizes. This should be framed in terms of the various stages associated with the implementation. In addition, the bidder should identify the tools utilized for maintaining the project schedule and required resources.

10. TECHNOLOGY TRANSFER

As part of the implementation process, it is the hope of GDC that its existing information systems personnel can gain significant expertise in both the technology used by the application as well as the inner workings of the application itself. It is our requirement that you identify the steps involved in getting our ICT personnel familiar with all aspects of your application.

11. TECHNOLOGY

The bidder must define the technology platform(s) to be used to fully deliver their proposed solution. This should include:

- a. The proposed components of the system (Names and versions)
- b. The application development environment.
- c. The database proposed.
- d. Operating system proposed.
- e. Client or end-user operating systems supported
- f. Network environment(s) supported.

12. TRAINING

GDC attaches great importance to the training of its staff at different levels including system support, database administrators, operational personnel and end users.

The successful supplier of the solution will be required to provide training as an essential part of the contract. The supplier will conduct training using the most efficient and effective techniques and use qualified personnel.

Training for the system administrators must be instructor-led, conducted off-site and be certified through vendor examinations.

Training for end users will be on-site and scheduled according to the user roles.

The bidder should include the training program and cost in detail for GDC to assess its adequacy.

13. WARRANTY

Demonstrate capability to offer post Commissioning support services on warranty basis, within Kenya, for a period of one (1) year after date of Commissioning of the system.

Documentation or a clear statement of undertaking, committing the bidder to provide the warranty, must be included in the proposal.

All software and hardware supplied should be accompanied with one-year.

Bidders must include a sample warranty agreement that describes the warranty terms and conditions. During warranty period, the contractor will be required to work after hours to fix problems that would negatively impact normal operations of the GDC.

14. TECHNICAL SPECIFICATIONS OF THE BOARD MANAGEMENT SYSTEM

Summarized Board management system requirements

- a. Web based (internet browser) system access to BMS modules.**
- b. Compatible to most handheld devices like Ipad 4 or equivalent.
- c. Compatible operating systems-Windows, Mac OS, IOS, Android or equivalent.
- d. Relational database management system.
- e. Ability for system to be backed up.
- f. Report generation software.
- g. On-site training of end users (twenty (20) staff in different roles)
- h. Audit trail mechanisms.

17. **Mandatory requirements**

- a. Organization must have implemented the system in at least two (2) public sector
- b. Should have a NITA accredited Training Centers
- c. Technical team must have Professional Certificates in Board Management Implementation, Training and Project Management
- d. Should have been in Existence for 10 years.

SECTION: VI - PRICE SCHEDULE

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

No.	Item Description	UOM	Quantity	Unit Price in Kshs	Total Price in Kshs
1.	Supply of Board Management System with an Internet Interface				
2.	Installation Charges				
3.	Training Cost	No.	20		
	Grand total cost transferred to form of tender inclusive of all taxes and other related charges for the supply and installation of Board Management System				

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 VII- 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>
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<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.

8.7 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))

8.8 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.