



**GEOHERMAL DEVELOPMENT COMPANY LTD
P.O. Box 100746 – 00101
NAIROBI, KENYA
Tel: 0719037000/0719036000**

**TENDER FOR PROVISION OF EMPLOYEE
SELF SERVICE SOLUTION FOR A PERIOD OF
THREE (3) YEARS.**

GDC/ICT/OT/039/2017:2018

CLOSING DATE AND TIME: 28th MARCH, 2018 AT 2:00PM

TABLE OF CONTENTS

		Page
SECTION I	INVITATION TO TENDER.....	4
SECTION II	INSTRUCTIONS TO TENDERERS.....	5
	APPENDIX TO INSTRUCTIONS TO TENDER	19
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	27
SECTION V	SCHEDULE OF REQUIREMENTS.....	30
SECTION VI	SCHEDULE OF PRICES.....	34
SECTION VII	STANDARD FORMS.....	33

SECTION I: INVITATION TO TENDER

DATE: 13/02/2018

TENDER REF NO: GDC/ICT/OT/026/17:18

TENDER DESCRIPTION: TENDER FOR PROVISION OF ENHANCED INTRANET ON THE EXISTING MICROSOFT SHARE POINT

Geothermal Development Company Limited (GDC) invites sealed tenders from eligible Service providers for **Provision of Enhanced Intranet Service on the existing Microsoft Share Point 2013 to enable employee self service capabilities** whose specifications are detailed in the Tender Documents.

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** 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

Tenders **MUST** be accompanied by an original bid security of **Kshs. 100,000.00** 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. 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 **28th March, 2018 at 2.00pm (1400Hrs)**.

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

	Page
2.1 Eligible Tenderers	6
2.2 Cost of tendering	6
2.3 Contents of tender documents	7
2.4 Clarification of Tender documents	7
2.5 Amendment of tender documents	8
2.6 Language of tenders	8
2.7 Documents comprising the tender	8
2.8 Form of tender	9
2.9 Tender prices	9
2.10 Tender currencies	9
2.11 Tenderers eligibility and qualifications	9
2.12 Tender security	10
2.13 Validity of tenders	11
2.14 Format and signing of tenders	11
2.15 Sealing and marking of tenders	12
2.16 Deadline for submission of tenders	12
2.17 Modification and withdrawal of tenders	12
2.18 Opening of tenders	13
2.19 Clarification of tenders	14
2.20 Preliminary Examination	14
2.21 Conversion to other currencies	15
2.22 Evaluation and comparison of tenders	15
2.23 Contacting the procuring entity	16
2.24 Post-qualification	17
2.25 Award criteria	17
2.26 Procuring entities right to vary quantities	17
2.27 Procuring entities right to accept or reject any or all tenders	17
2.28 Notification of award	18
2.29 Signing of Contract	18
2.30 Performance security	19
2.31 Corrupt or fraudulent practices	19

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.5,000/=
- 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) Declaration form
- xiii) Manufacturers authorization form

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 25% 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 100,000**

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) A bank guarantee.

b) 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, 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 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (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

- 2.16.1 Bidders 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.
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 28th March, 2018 at 2.00p.m (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 not later than, **28th March, 2018 at 2.00p.m (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 GDC will open all tenders in the presence of tenderers' representatives who choose to attend on **28th March 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.
- 2.18.2 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.
- 2.18.3 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 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. Tenders 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.

2.24.4 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.

2.24.5 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 31, 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 bidders for Provision of Enhanced Intranet on the Existing GDC Microsoft Share Pont 2013
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: procurement@gdc.co.ke Copy to: dkyaka@gdc.co.ke & pkapto@gdc.co.ke</p> <p>And one copy to: - Manager, ICT Geothermal Development Company Limited, GDC Kawi House Office, P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: csitonik@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. 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	Tenderer shall furnish as part of its tender, a tender security in the amount of Ksh 100,000.00 in the form of bank guarantee or insurance issued by a bank or insurance operating in Kenya. 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.
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 one (1) Original and two (2) copies of the tender.
2.16.1	The Tender Closing date is on Wednesday 28th March, 2018 at 2.00 pm.
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 on the following parameters;</p> <p>i. Technical evaluation (based on scoring) 80Points</p> <p>All bidders whose bids will be technically responsive shall have their bids opened and evaluated at the Financial Evaluation stage.</p>
2.24.5	<p>C) FINANCIAL EVALUATION STAGE</p> <p>The lowest evaluated tenderer for complete schedule 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 bank operating in Kenya.

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:** Only firms who will attain an overall score of **80marks** in the technical evaluation will have their financial proposals evaluated.

C) **Financial Evaluation Stage:** The lowest evaluated tender per complete schedule will be recommended for award.

A: MANDATORY REQUIREMENTS

Submit copies of the following **MANDATORY** documents (Yes/No) – All the below documents shall be placed in the technical proposal;

No.	Requirement	Yes	No
1.	An Original tender security of Ksh 100,000 issued by a reputable bank or insurance company operating in Kenya and valid for 150 days from the date of tender opening.		
2.	Attach a copy of Certificate of Incorporation/Registration in Kenya		
3.	Submit Tax Compliance Certificate valid at the time of opening. The tax certificate shall be verified from KRA tax checker.		
4.	Duly filled and signed Confidential Business Questionnaire		
5.	Dully filled, signed & stamped declaration of undertaking not to engage in corrupt fraudulent practice		
6.	Dully signed and stamped Manufacturer's authorization letter for the services to be provided in the Manufacturers letter head (contact email, contact person and address). The authenticity of letter shall be verified with the issuing authority. Authorization letters shall be for Microsoft and SAP.		
7.	Dully Filled, signed & Stamped price schedule & Tender Form		

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 REQUIREMENTS

No.	Description of Criteria.	Requirements	Max. Score
1.	Proof and reference of implementation of SharePoint workflows with integration to SAP workflows –within the last five (5) years	<p><input type="checkbox"/> Tenderers work experience</p> <p><input type="checkbox"/> Provide a list of at least three (3) major clientele/customers in which similar services/assignment has been undertaken in the last five (5) years, detailing nature of assignment, value of contract, contact person including contact addresses. (9marks)</p> <ul style="list-style-type: none"> ➤ Three (3) clients – 9 mks ➤ Two (2) clients – 6mks ➤ One (1) clients – 3 mks <p><input type="checkbox"/> GDC shall visit any of the three (3) clients listed by the bidder where a working solution has been deployed in Kenya and must show proof of copy of contract and recommendation letter (15 marks)</p> <ul style="list-style-type: none"> ➤ GDC Visit to the client with a working solution – (10 marks) ➤ Copy of contracts & recommendation letters for the listed three (3) clients – (5marks) <ul style="list-style-type: none"> - Three (3) clients – 5mks - Two (2) clients – 3mks - One (1) Client – 1 mks 	24mks
2.	Qualification and experience of proposed Key staff	<p>Provide certified professional CVs of Project Manager, Workflow specialist, and a SAP ABAP Developer attaching Academic certificates required (Degree/Diploma) – 5marks</p> <p style="text-align: center;">a) Project Manager (1)</p> <p>i. Attach CV of the Project Manager depicting skills and experience in Project Management.</p> <ul style="list-style-type: none"> ➤ 5 years’ experience and above - 5marks ➤ 4 years’ experience - 4marks ➤ 3 years’ experience - 3marks ➤ 2 years’ experience - 2marks ➤ 1 years’ experience - 1marks <p>ii. Attach copies of academic certificates for the project manager.</p> <ul style="list-style-type: none"> ➤ Degree in Project Management or related course – 5 marks ➤ Diploma course in Project Management – 3 marks 	30mks

		<ul style="list-style-type: none"> ➤ Certificate course in Project Management – 1 mark <p>b) SAP ABAP Consultant (1)</p> <ul style="list-style-type: none"> i. Attach CV containing skills and experience in SAP Developer depicting integration experience. <ul style="list-style-type: none"> ➤ 5 years’ experience and above - 5marks ➤ 4 years’ experience - 4marks ➤ 3 years’ experience - 3marks ➤ 2 years’ experience - 2marks ➤ 1 years’ experience - 1marks ii. Attach copies SAP ABAP Developer certificate - (Marks 5) <p>c) Workflow Specialist (1)</p> <ul style="list-style-type: none"> i. Attach CV depicting skills and experience in Workflow consultant <ul style="list-style-type: none"> ➤ 5 years’ experience and above - 5marks ➤ 4 years’ experience - 4marks ➤ 3 years’ experience - 3marks ➤ 2 years’ experience - 2marks ➤ 1 years’ experience - 1marks ii. Attach copies of academic certificates for the workflow specialist -Total marks 5 	
3	Adequacy of the proposed Work Plan & Methodology in responding to GDC requirements	The bidder shall provide his proposed Implementation work plans and methodology to reflect the following: a) Timelines (10 marks) b) Flowchart workflow processes (15marks) c) Escalation Matrix (6marks) d) Provide Evidence of local Call center (5marks)	36mks
4.	Training Proposal	Provide training plan for twenty (20) GDC staff to be conducted in GDC office in either Nairobi, Naivasha & Nakuru.	10mks
	Total Marks		100mks

The above requirements carry a 100% maximum score with a cut off score of 80%. Any tenderer who does not meet the cut-off score will not be eligible for financial evaluation. Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification. Note that you may be required to produce original Certificates for ease of verification.

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
- i) “Month” means calendar month

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part(s) 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 twenty eight (28) 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 tenderer 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 Where the Procuring Entity rejects any component of the Services provided, it shall provide a timeline in writing within which the Tenderer shall collect and replace the rejected Services.

3.7.5 Should the Tenderer fail to collect the Services within the prescribed timelines or any extension thereof granted, the Procuring Entity shall be entitled to charge a storage fee at the prevailing commercial bank rates until all the rejected Services are collected by the Tenderer.

3.7.6 Where the Tenderer despite the extension granted in clause 3.7.5 above fails to collect the rejected Goods, the Procuring Entity shall be entitled to proceed and dispose the rejected Services in accordance with the procedures outlined in the

Public Procurement and Asset Disposal Act, 2015. Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

3.9.1 Prices charged by the tenderer for Services provided under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.9.2 Where contract price variation is allowed, the cumulative value of the variation shall not exceed 25% of the original contract price. Where the variation to contract price results in an increment by more than 25%, such variation shall be re- tendered separately.

3.9.3 Where quantity variation of Services is allowed, the variation shall not exceed 15% of the original contract quantity.

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.

An Assignment of the tenderer's obligation(s) shall not relieve the tenderer from any of its liabilities or obligation(s) under the Contract

3.10.1 Subcontracts

The tenderer shall not sub- contract in whole or in part, any of its obligations under this Contract, except with the written consent of the procuring entity. For sub- contracts already specified in the tender, the tenderer shall notify, in writing, the procuring entity of such sub- contracts before the commencement of contract implementation. Sub- contracting shall not relieve the tenderer from any of its liabilities or obligation(s) under the Contract.

3.11 Termination

13.11.1 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 Goods delivered by the Tenderer do not conform to the Standards specified in the Contract
- d) 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 un delivered, 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 anytime 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 Termination by Notice

Either party, at its sole discretion, may at any time by written notice terminate the Contract by giving not less than Thirty (30) days' notice in writing to the other party.

3.15 Termination by Mutual Consent

By mutual written agreement, the Procuring Entity and the Tenderer may agree to terminate the contract. The agreement shall provide that the termination is by mutual agreement, the extent to which the contract is terminated and the effects of such termination on each party's obligations.

3.16 Interest on Delayed Payments

The Procuring Entity shall not in any instance whatsoever, incur any interest or additional costs from overdue amounts, if any, owed to the Tenderer regarding this procurement

3.17 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.

Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

3.18 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.

3.19 Forces Majeure

13.19.1 .“Force Majeure” means an exceptional event or circumstance:

- a) Which is beyond a party's control;
- b) Which having arisen such party could not have reasonably have avoided or overcome; or
- c) Which is not substantially attributable to the other party.

3.19.2 The Tenderer shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or

other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.19.3 If a party is prevented from performing any of its obligations under this Contract by Force Majeure, then it shall give notice to the other party of the event or circumstances constituting the Force Majeure and shall specify the obligations the performance of which is or will be prevented. The notice shall be given within fourteen (14) days after the Party which became aware or should have become aware of the event or circumstance constituting Force Majeure.

3.20 Effect of Force Majeure:

If a Party is prevented from or delayed in performing an obligation hereunder by reason of Force Majeure the affected Party shall:

- (a) be relieved from the consequences of its failure to perform that obligation on a day-to-day basis;
- (b) promptly notify the other parties of the occurrence as soon as reasonably possible by email, telex or cable of the nature of the Force Majeure and the extent to which the Force Majeure suspends the affected party's obligations under this Agreement; and
- (c) Use all reasonable endeavours to overcome the consequences of the event and resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists.

3.21 Force Majeure Termination:

If an event of Force Majeure continues beyond a period of thirty (30) days, the Parties shall meet in good faith to consult, if no such solution is found, either Party shall be entitled to terminate the obligations of the Parties under the Contract which are affected by such Force Majeure by giving written notice of not less than seven (7) days to the other Party.

3.22 Limitation of Liability

To the fullest extent permitted by law, the Procuring Entity, its officers, directors, employees, agents, and subcontractors, shall not be liable for any claims, losses, costs, or damages of whatsoever nature and howsoever arising to the Tenderer, and anyone claiming by, through, or under the Tenderer, resulting from or in any way related to this Contract from any cause or causes, including but not limited to any direct, indirect, general, special, punitive, incidental or consequential damages, loss of income or profit, loss of or damage to property, claims of third parties or other losses of any kind or character.

3.23 Incoterms

The terms applicable to this Tender are as provided in the special conditions of Contract - Not applicable

3.24 Taxes and Duties All duties/VAT shall be provided for in the price schedule

3.25 Joint and Several Liability

The individuals or firms in a joint venture, consortium or association shall be jointly and

severally liable for all the Supplier's liabilities arising from this Contract and shall designate one of such persons to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the procuring entity.

3.26 Variation /Amendments

Any variation or amendment of any term of this Contract shall only be made by a written agreement between the parties and such agreement shall be deemed to form an integral part of this Contract.

3.27 Applicable Law.

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

3.28 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.

3.29 Liquidated Damages

If the contractor fails to perform its obligations within the period(s) specified in the Contract, the procuring entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price liquidated damages sum equivalent to 0.5% per week of the Contract Price of the delayed or undelivered service up to a maximum deduction of 10% of the Contract Price. The Procuring Entity may thereafter consider termination of the Contract.

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 the its legal representative, successors or assigns.
3.3 Provision and Standard of service	As per GDC requirements
3.7 Performance Security	<p>The Performance Security shall be in the amount of 10% of the Contract Price in the form of a bank guarantee issued by a bank operating in Kenya. 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.</p> <p>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>
3.12 Payment Terms & Conditions	<p>-The Purchaser shall upon execution of this Agreement issue a Contract/LPO</p> <p>-The credit period shall be thirty (30) days upon receipt of certified invoices and delivery notes confirming that the invoiced goods have been delivered and the goods were as in accordance with the contract.</p> <p>-Payment shall be made through Geothermal Development Company's cheque or telegraphic transfer of the contract.</p> <p>-Advance Payment shall not apply.</p> <p>-No interest on delayed payments.</p>
3.13 Prices	<p>i) Prices quoted should be inclusive of all taxes and all other related charges and must be in Kenya Shillings and shall remain valid for one twenty (120) days from the closing date of the tender.</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>

<p>3.16 Forces Majeure</p>	<p>Both parties shall be released from their respective obligations in the event of the occurrence of a force majeure event, whereby a condition beyond the control of GDC or the Security Company not involving the parties' fault or negligence and foreseeable such as national emergency, war, prohibitive governmental regulation or from any other cause PROVIDED THAT any contractual rights and obligations accruing to the parties prior to the occurrence of any or all of the aforesaid events shall be enforceable.</p> <p>If any or all of the aforesaid events shall occur either party shall immediately and without undue delay notify the other in writing of such occurrence and unless otherwise directed in writing the parties shall continue to perform their obligations under the Agreement as far as reasonably practical and shall seek any other alternative means for performance thereof if circumstances shall permit</p>
<p>3.18 Resolution of Disputes</p>	<p>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 Nairobi Center for International Arbitration Rules and it is hereby agreed that;</p> <ul style="list-style-type: none"> (a) The seat of the arbitration shall be Nairobi, Kenya; (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 in accordance with the Nairobi Center for International Arbitration Rules, 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. (c) The language of the arbitration shall be English; (d) The award rendered shall apportion the costs of the arbitration; (e) A party aggrieved by the decision of the arbitrator reserves the right of appeal in a Court of Competent Jurisdiction.

	<p>(f) 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>(g) The provisions of this Clause shall continue to be binding on the Parties notwithstanding any termination or cancellation of this Contract.</p>
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 – SCHEDULE OF REQUIREMENTS/DESCRIPTION OF SERVICE

Introduction

The Geothermal Development Company (GDC) is fully government-owned company in Kenya's energy sector. GDC was formed in 2008 as a Special Purpose Vehicle (SPV) to accelerate the development of geothermal resources in Kenya.

GDC is tasked with developing steam fields and selling geothermal steam for electricity generation. Geothermal steam is an environmentally friendly and abundant raw material used for generating electricity.

Background

Geothermal Development Company has over 980 staff who are implementing programs to deliver the final product which is geothermal steam, a raw material used to generate electricity. These members of staff are located in diverse locations in Kenya (Nairobi, Nakuru, and Naivasha). The head office is in Nairobi. A wide area network is set up between regional offices (Nairobi-Nakuru-Naivasha, Central Rift and North Rift).

The desired outcome is to come up with Workflows in SharePoint integrating to SAP ERP to enable internal manual processes to be automated.

The successfully bidder will be engaged for a period of three (3) Years.

2.1 Scope

The supplier will be required to provide Geothermal Development Company with an enhanced intranet riding on the company's existing Microsoft SharePoint 2013 platform that will serve the internal communication objectives and improve Business Process of the Company.

The product is envisioned as a responsive workflow Portal accessible across all devices by all staff in all regions.

The supplier is thus expected to undertake the following:

- Develop Applications and Workflows Specific to the organizations requirements.
- Design a look and feel for both the web and mobile versions.
- Determine the navigation metrics of the platform.
- Develop appealing feature layouts to be utilized on the platforms pages.

- Enhance the existing Portal to meet the communication requirements and functionalities of the proposed solution.
- The Supplier **MUST** integrated the workflow solution with SAP.

Product Requirements and Scope

Geothermal Development Company is seeking proposals from vendors that have extensive experience having worked in similar sized organizations with all aspects of SharePoint.

The Scope should cover:

a) Project Management / Change Management

A project plan with dates and milestones shall be created by the vendor / service provider and followed throughout the engagement. The vendor/service provider shall work with a project manager from Geothermal Development Company to plan and schedule all work.

b) Workflow Layout

The winning bidder should clearly come up with workflow processes as per policies already in force as per blue printing stage that will be between GDC and the vendor.

Workflow will be implemented in phases as per below table:

Workflow	Phase 1	Phase 2
Mileage Claims	Yes	No
Leave	Yes	No
Time Attendance	Yes	No
Travel Request	Yes	No
Subsistence Claim/Accounting	No	Yes
Subsistence Advance	No	Yes
Training	Yes	Yes

NB: Phase implementation timelines will be agreed with the winning bidder.

c) Technical Architecture

The Technical Architecture shall define the hardware and software configuration necessary to satisfy functional requirements while minimizing ongoing technical support requirements.

d) System Installation and Configuration

With assistance from Geothermal Development Company IT staff, the vendor shall install and configure the solution. GDC has already acquired all the necessary software, the vendor will only need to integrate solution being provided and provide any hardware that may be required.

e) System Configuration Document

The vendor shall document the details of the system configuration and hand it over to GDC at completion of the project implementation.

f) Training Plan

The Training Plan should identify the training necessary for successful implementation of the entire solution and support.

g) Test Plan

When the Working Group provides initial acceptance of the solution, the vendor, in

collaboration with Geothermal Development Company IT department, will develop a Test Plan document. Geothermal Development Company IT staff will execute the Test Plan and document defects. The vendor shall be responsible for resolving defects.

h) Instructional Documents

The vendor shall provide instructional documents necessary for covering all standard and recurring operational tasks for each environment including but not limited to “System Backup and Restore”, “Database Maintenance Tasks”, “Environmental Build to Build Upgrade Steps”, etc. All template / functionality customizations should be documented.

i) Training

As part of deployment, the vendor shall be required to develop training materials and deliver training for up to twenty (20) Users, who shall serve as Workflow champions for the entire project.

In addition to business user training, the vendor shall be required to provide knowledge transfer and formal training for the IT staff that shall be appointed by the ICT Department tasked with managing and administering all aspects of the workflow solution.

j) Recommendations

The vendor should provide a list of any “out of scope” implementation recommendations that they deem relevant/necessary to achieve the objectives of this project

k) Develop Applications and Secure Workflows Specific as per GDC Policy Guidelines

- The vendor shall be required to develop, test and deploy the following workflows that will originate from SharePoint (online and on-premise) and integrate to SAP by a Certified SAP Integrator in all Modules.

1. Leave Workflow: This shall contain all types of leave as per existing policy guidelines.
2. Travel Workflow: This shall include subsistence allowances that include advance payment, claim on travel and Mileages.
3. Time Attendance: This shall help in tracking work hours for field staff.

- The supplier MUST clearly show diagrammatically how the workflows shall

work. The Workflow solution shall support Time-based and event based reminders and automatic escalations to concerned user after a specified interval of time.

- The Workflow solution shall provide facility to assign tasks and set deadlines for each user in workflow.
- The solution should be able to generate reports and provide business insights on behavior and expenses.
- The solution should allow for scalability.

SECTION VI- PRICE SCHEDULE

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

No.	Item Description	UOM	Quantity	Unit Price in Kshs	Total Price in Kshs
1.	Leave Form and Workflow	Activity			
2.	Time Attendance Form and Workflow	Activity			
3.	Travel Request Form and Workflow	Activity			
4.	Subsistence Advance Form and Workflow	Activity			
5.	Subsistence Claim Form and Workflow	Activity			
6.	Mileage Claim Form and Workflow	Activity			
7.	Training	No	20		
8.	Integration to ERP System	Activity			
9.	License Subscription	year			
Grand total cost transferred to form of tender inclusive of all taxes and other related charges					

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.

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

Delivery Period: _____

SECTION VII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
8. Declaration of Undertaking not to engage in corrupt fraudulent practices

7.1 **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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</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 Branch</p>
--

	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <ul style="list-style-type: none"> • Citizenship details 																		
	<p align="center">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th align="left">Name</th> <th align="left">Nationality</th> <th align="left">Citizenship</th> </tr> <tr> <th align="left">Details</th> <th align="left">Shares</th> <th></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</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 align="center">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="0"> <thead> <tr> <th align="left">Name</th> <th align="left">Nationality</th> <th align="left">Citizenship Details</th> </tr> <tr> <th align="left">Shares</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.....											
Name	Nationality	Citizenship Details																	
Shares																			
1.....																			

	2.
	3.
	4.
	5.
Date	Signature of Candidate
.....	

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

7.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*] (hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (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 tender 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)

7.4 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 goods] and has accepted a tender by the
tenderer for the supply of those goods in the sum of [contract price in
words and figures] (hereinafter called “the Contract Price).

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 tender hereby covenants with the Procuring entity to provide the goods 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 provisions
of the goods 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 _

(Amend accordingly if provided by Insurance Company)

7.5 PERFORMANCE SECURITY FORM

To
[name of 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 of goods] (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 figure] 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 you 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 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.6 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))