



**GEOHERMAL DEVELOPMENT
COMPANY LIMITED**

**TENDER FOR SUPPLY & INSTALLATION OF DATA
CONNECTIVITY EQUIPMENT FOR SEISMIC DEVICES
(TELEMETRY) FOR BARINGO-SILALI GEOTHERMAL FIELD**

GDC/ICT/OT/058/2017:2018

CLOSING DATE AND TIME: 18TH MAY, 2018 AT 2.00 PM

**Geothermal Development
Company Ltd
P.O. Box 100746-00101
NAIROBI
Website: www.gdc.co.ke**

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SECTION I INVITATION TO TENDER

DATE: 30TH APRIL, 2018

TENDER REF NO. (GDC/ICT/OT/058/2017-2018)

TENDER NAME (TENDER FOR THE SUPPLY AND INSTALLATION OF DATA CONNECTIVITY EQUIPMENT FOR SEISMIC DEVICES (TELEMETRY) FOR BARINGO-SILALI GEOTHERMAL PROJECT

- 1.1 The Geothermal Development Company Limited invites sealed bids from eligible candidates for the **Supply and Installation of Data Connectivity Equipment for Seismic Devices (Telemetry) for Baringo-Silali Geothermal Field.**
- 1.2 Eligible candidates may obtain further information from and inspect the tender documents 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.
- 1.3 An electronic copy of the tender document shall be forwarded to the eligible firms on mail at free of charge or at no cost. Upon receipt of the tender document, the bidder must acknowledge and forward their particulars immediately to emails: procurement@gdc.co.ke for records and any further tender clarifications and addenda.
- 1.4 Tenders must be accompanied by an original bid security of Ksh 200,000 in the form of an insurance or bank guarantee.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender name and tender reference number and be deposited in the Tender Box at GDC Kawi House Office Ground Floor, located at South C Bellevue ,Off Mombasa Road, Red Cross Road, or be addressed to;

**THE MANAGING DIRECTOR,
GEOTHERMAL DEVELOPMENT COMPANY LTD (GDC)
P.O. BOX 100746 – 00101
NAIROBI, KENYA**

So as to be received on or before **Friday 18th May 2018 at 2.00pm (1400Hrs)**

- 1.6 Prices quoted should be inclusive of all taxes and must be in Kenya Shillings and shall remain valid for one twenty (120) days from the closing date of the tender.
- 1.7 **There will be Mandatory Site visit at; North Rift Area on 9th May, 2018, Baringo-Silali Block. (Bidders to assemble at GDC Kapkerwa Office (North Rift) at 11.00am.**

NB:

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

1.8 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend the opening at GDC Kawi House Office, Ground Floor boardroom.

MANAGER, SUPPLY CHAIN

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 GDC employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 GDC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and GDC, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall be **free of charge**.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire
- (xiii) Declaration of undertaking not to engage in corrupt practice.
- (xiv) Power of Attorney

2.4.2 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.

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify GDC in writing or by post at the entity's address indicated in the Invitation to Tender. GDC will respond in writing to any request for clarification of the tender documents, which it receives not 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 that have received the tender document.

2.5.2 GDC 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.

2.6 **Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, GDC 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 **Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and GDC, shall be written in English language, provided that 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.

2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to GDC satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the GDC satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by GDC; and
- (c) a clause-by-clause commentary on the GDC 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.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of Ksh. **200,000.00** in the form of an insurance or a bank guarantee.

2.14.3 The tender security is required to protect GDC against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to GDC and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by GDC as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender 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 GDC.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by GDC 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 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for **120** days or as specified in the Invitation to tender after the date of tender opening prescribed by GDC, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by GDC as non-responsive.
- 2.15.2 In exceptional circumstances, GDC 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 2.14 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.

2.16 **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.
- 2.16.2 The original and the copy 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 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.

2.17 **Sealing and Marking of Tenders**

- 2.17.1 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.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to GDC at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Friday 18th May 2018 at 2.00pm (1400Hrs)**
- 2.17.3 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".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Friday 18th May 2018 at 2.00pm (1400Hrs)**.
- 2.18.2 GDC may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 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 tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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 2.14.7
- 2.19.5 GDC may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 GDC 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.

2.20 Opening of Tenders

- 2.20.1 GDC will open all tenders in the presence of tenderers' representatives who choose to attend on **Friday 18th May 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.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as GDC, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 GDC will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders GDC 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 of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence GDC in their tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 GDC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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 quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 GDC may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 GDC 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. GDC determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by GDC and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, GDC will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 GDC will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 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 Preference

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact GDC on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence GDC in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, GDC 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.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as GDC deems necessary and appropriate.
- 2.27.3 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 GDC will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.27.4 GDC will award the contract to the successful tenderer(s) 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.

(c) **Procuring entity's Right to Vary quantities**

2.27.5 GDC reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 GDC 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 GDC action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, GDC will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, GDC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as GDC notifies the successful tenderer that its tender has been accepted, GDC will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to GDC.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from GDC, 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 GDC.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event GDC may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 GDC requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of GDC, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive GDC of the benefits of free and open competition;

2.31.2 GDC 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.

2.31.3 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 Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is eligible for all bidders for the Supply & Installation of Data Connectivity Equipment for Seismic Devices (Telemetry) for Baringo-Silali Geothermal Project.
2.3.1	<p>There will be a Mandatory Site visit at North Rift Area on 9th May, 2018, Baringo-Silali Block. (Bidders to assemble at GDC Kapkerwa Office (North Rift) at 11.00am.</p> <p>NB:</p> <ul style="list-style-type: none"> - Tenderers should arrange to come with a four wheel (4WD) off road Vehicle for ease of accessibility of the rough terrains. - Each tenderer shall complete the certificate of tenderers visit for each interested site and sign the attendance register.
2.3.2	<p>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.</p> <p>The document can also be viewed and downloaded from the website www.gdc.co.ke or http://supplier.treasury.go.ke free of charge or at no cost. Bidders who download the tender document from the website MUST forward their particulars immediately to procurement@gdc.co.ke for records and any further tender clarifications and addenda</p>
2.5.1	<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: -</p> <p style="padding-left: 40px;">Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C Bellevue ,Off Mombasa Road, Red Cross Road 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 copies to: -</p> <p style="padding-left: 40px;">Manager, Information, Communication & Technology Geothermal Development Company Limited, Kawi House, South C Bellevue ,Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: csitonik@gdc.co.ke</p>

	<p>And</p> <p>Regional Manager, North Rift Geothermal Development Company Limited, Polo Centre, Nakuru P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: jlagat@gdc.co.ke</p> <p>GDC will respond in writing (e-mail in PDF format) to any request for clarification 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, signed and must be in reference to the specific parts of the tender document properly numbered.</p>
2.7.1	The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender shall be written in English language.
2.10.1	Prices quoted shall be in Kenya Shillings and should be inclusive of all taxes.
2.14.1	The tenderer shall furnish, as part of its tender, a tender security in the amount of Ksh 200,000 in the form of an insurance or bank guarantee. The tender security shall be valid for a period of 30days beyond tender validity period i.e. 150 days from the date of tender opening.
2.15.1	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.
2.16.1	<p>The tenderer should submit one (1) Original and two (2) copies of the tender in one sealed envelope and</p> <p>Be addressed to;</p> <p style="text-align: center;">The Managing Director, Geothermal Development Company Ltd (GDC) P.O. Box 100746 – 00101 NAIROBI, KENYA</p> <p>And bear tender name and number, SUPPLY AND INSTALLATION OF DATA CONNECTIVITY EQUIPMENT FOR SEISMIC DEVICES (TELEMETRY) FOR BARINGO-SILALI GEOTHERMAL FIELD-GDC/ICT/RT/058/2017-2018 and the statement: “DO NOT OPEN BEFORE 18th May, 2018 at 2.00pm (1400hrs).</p>
2.18.1	The tender Closing date is on; Friday 18th May 2018 at 2.00pm (1400hrs)
2.20.1	GDC will open all tenders in the presence of tenderers’ representatives who choose to attend, on Friday 18th May 2018 at 2.00pm at GDC Kawi office, Ground floor boardroom.
2.22.1	The tender evaluation criteria will be carried out in three stages namely;

a) PRELIMINARY EVALUATION STAGE

At the preliminary evaluation stage, the following mandatory requirements that determines a bidder’s responsiveness will be assessed;

- a) Original Tender Security in the amount of Ksh 200,000 valid for a period of 150 days from the date of tender opening.
- b) Dully filled, signed & stamped Tender form & Price Schedules.
- c) Certificate of Incorporation/ Registration in Kenya.
- d) Tax compliance certificate valid at the time of opening, the certificate shall be verified from KRA tax checker.
- e) Duly filled and signed “Mandatory Confidential Business Questionnaire”;
- f) Dully filled, signed & stamped declaration of undertaking not to engage in corrupt fraudulent practice
- g) Attach a valid Communication Authority of Kenya (CAK) registration license/certificate. This will be verified with CAK
- h) Site Visit Certificate
- i) Power of Attorney

NB: Bidders who will not meet the above preliminary requirements will be declared **non-responsive** and their bids will not be evaluated further.

b) TECHNICAL EVALUATION STAGE

Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage. The technical evaluation will be based on compliance to the technical requirements as stated below;

- i.) Technical evaluation (based on scoring of **70marks**)

No.	FIRM	MARKS
1.	Experience of the Firm	10 mks
	a) Experience of the firm in deploying similar projects in the last five years. <ul style="list-style-type: none"> - Tenderers to provide list of five (5) clients with their contact addresses, contract value and year. (Total marks 5)- 1 mark per client - Tenderers to provide at least five (5) recommendation letters from the listed clients- (Total marks 5) - 1 mark per recommendation letter. 	
2.	Technical Solution – Methodology on carrying the work	60 mks
	The bidders are required to send a technical proposal on the solution highlighting the following: <ul style="list-style-type: none"> a) Proposed technology/ Solution. (20 Marks) 	

	<ul style="list-style-type: none"> ➤ Tenderers to provide complete list of equipment's to be deployed. specify the proposed equipment's and their manufacturers - List of proposed equipment's – (4 marks) - Must attach Manufactures/dealership authorization letter for the proposed equipment's) (6marks) ➤ Throughput capacity of the proposed equipment with a minimum of 5MB (5mks) ➤ Proposed equipment data sheet/brochure/catalogue depicting compliance to the proposed technology/solution (5mks) <p>b) Completeness of proposed solution (20 Marks)</p> <ul style="list-style-type: none"> ▪ Clearly defined design and technical write up matching the scope of works/assignment (10mks) ▪ Communication Authority of Kenya (CAK) type approved equipment-Tenderers to attach CAK licence for each proposed type of equipment – (3 marks) ▪ Implementation timelines and planning documentation compliant to the delivery period of two (2) months – Provide work plan (3mks) ▪ Integration with GDC WAN/LAN setup (GDC currently has internet link terminated at Kawi House , Nairobi Office with IPMPLS link to the branch offices) – Provide a undertaking letter in company's letter head duly signed and stamped for the integration (4mks) <p>c) Data links uptimes (10 Marks)</p> <ul style="list-style-type: none"> ▪ Expected system uptime should be minimum of 95% at all times - Provide a undertaking letter in company's letter head duly signed and stamped for the system uptime of 95% (2.5mks) ▪ Noise/ Interference elimination technology- Specify the operating 	
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	<p>frequency of the proposed solution. This will be verified from the brochure/catalogues submitted. (2.5mks)</p> <ul style="list-style-type: none"> ▪ Durability of the proposed solution- attach warranty certificates of atleast two (2) years (2.5mks) ▪ Signal strength by distance- should transmit for a minimum of 50kilometer- This will be verified from the brochure/catalogues submitted. (2.5mks) <p>d) Attach a Service level agreement specifying the following; (5 Marks)</p> <ul style="list-style-type: none"> ▪ Post implementation support and Service uptime of 95% (Tenderers to do quarterly maintenance for the equipment for all the ten (10) sites) - (2.5mks) ▪ Proposed system uptime and SLA compensation matrix for downtimes (2.5mks) <p>e) Network Management/Monitoring Solution- (Tenderers to specify the proposed network monitoring tool for GDC) (5mks)</p>	
	<p>3 Team Competency</p>	<p>20mks</p>
	<ul style="list-style-type: none"> - Provide certified CVs and copies of academic certificates for the below positions (Total marks – 10) a) Project Manager <ul style="list-style-type: none"> i. Attach CV of the Project Manager depicting skills and experience in Project Management- Total Marks 5 <ul style="list-style-type: none"> ➤ 5 years experience and above - 5marks ➤ 4 year’s experience - 4marks ➤ 3 year’s experience - 3marks ➤ 2 years’ experience - 2marks ➤ 1 year’s experience - 1marks ii. Attach copies of academic certificates for the project manager -Total marks 5 <ul style="list-style-type: none"> ➤ Degree in Project Management 	

	<ul style="list-style-type: none"> or related course – 5 marks ➤ Diploma course in Project Management – 3 marks ➤ Certificate course in Project Management – 1 mark <p>b) Telecommunications/Network Administrator/ Integrators, at least 2No. of staff.</p> <p>i. Should possess at least two (2) year’s experience in telecommunication/engineering/IT projects for both staff. Total Marks 5</p> <ul style="list-style-type: none"> ➤ Attach CV’s depicting two (2) year’s experience – 1.5 marks for each CV ➤ Less than 2 year’s experience – 1 Mark for each CV <p>ii. Attach copies of academic certificates for each staff;</p> <ul style="list-style-type: none"> ➤ Diploma in IT/Telecommunication/Engineering course – 1 marks for each staff ➤ Certificate in IT/Telecommunication/Engineering course – 1 mark for each staff <p>Provide a schedule of Training for GDC staff the solution usage and maintenance – Attach and submit training plan for both ICT and GRA teams- (5 Marks)</p>	
4	Technical presentation on the proposed solution	10 mks
	<p>The bidder shall give a technical presentation to the evaluation committee highlighting the following:</p> <ul style="list-style-type: none"> i. List of equipment to be installed at each site as depicted in the submitted brochure/catalogue- (2 marks) ii. Demonstrate clearly how to integrate the proposed solution to GDC WAN/LAN- (2 marks) iii. Suitability of the proposed solution to the project area. (1 mark) iv. Clear description of the proposed solution clearly illustrating how the solution will work- presenter to 	

		demonstrate clear presentation, technical and communication skills (5 marks)	
	<p>NB: The minimal qualifying technical score will be 70 Marks. Only bidders that meet the minimum score will have their financial proposals evaluated at the financial evaluation stage.</p> <p style="text-align: center;">c) FINANCIAL EVALUATION STAGE</p> <p>This will be based on checking;</p> <ul style="list-style-type: none"> i. For costing of all items and payment terms. ii. 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 subject to correction, adjustments or amendments in any way by any person or entity. <p>NB: The lowest evaluated tender per complete schedule will be recommended for award.</p>		
2.27.4	Award will be based on lowest evaluated tenderer.		
2.28.3	Prior to expiration of the tender validity period, GDC will notify the successful and the unsuccessful tenderers on the outcome of the tender.		
2.30.1	The performance security shall be 10% of the contract price in the form of a bank guarantee issued by a bank operating in Kenya. The bidder shall be required to submit the performance security on return of award letter and shall be valid for thirty days after service delivery.		

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

3.6.1 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 Goods or any part thereof in the Procuring entity's country

3.7 **Performance Security**

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

3.7.2 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.

3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 **Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed 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.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

3.14. Assignment

3.14.1 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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity 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 tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 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 deliver any or all of the goods 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods 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 prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security 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.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.1 <i>definitions</i>	The Purchaser is The Geothermal Development Company Limited Kawi House, South C P. O Box 100746-00101, Nairobi, Kenya. It includes the Purchaser's legal representative's successors or assigns.
3.2 Application	The following Special Conditions of Contract shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract
3.7.1 Performance Security	The performance security shall be 10% of the contract price in the form of a bank guarantee issued by a bank operating in Kenya . The bidder shall be required to submit the performance security on return of award letter and shall be valid for thirty days after service delivery. The performance security will be cashed if the tenderer shall not supply and install the data connectivity for seismic devices (Telemetry) at Baringo-Silali Project.
3.10.1 Delivery	The delivery period for the supply and installation of data connectivity for seismic devices (Telemetry) at Baringo-Silali Project shall be two (2) months from the date of contract signing .
3.11 Insurance	The Supplier shall bear responsibility of insurance for the supply and install the data connectivity for seismic devices (Telemetry) at Baringo-Silali Project.
3.12.1 <i>Payment Terms & Conditions</i>	GDC Payment shall be thirty (30) days after receipt of certified invoice and delivery notes at GDC offices confirming that the invoiced goods and services have been delivered and performed in accordance with the contract.
3.13 Prices	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. <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.
3.18.1 Resolution of Disputes	If any dispute or difference of any kind arises between the Parties in connection with this Agreement or the breach, termination or validity hereof (a "Dispute") it shall be referred to arbitration under the Arbitration Act, 1995 and it is hereby agreed that; (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 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

	<p>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>
Notices:	<p>For the Purchaser: The Managing Director & CEO Geothermal Development Company Ltd (GDC) 4th Floor, Kawi House Tel: 0719037000 P.O Box 100746 – 00101 Nairobi, Kenya</p>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product

5.2 – DESCRIPTION OF SERVICES

1 BACKGROUND INFORMATION

1.1 Company Profile

Geothermal Development Company (GDC) is 100% state-owned corporation registered under the Companies Act (CAP 486); it was incorporated in 2008 as a special purpose vehicle to accelerate the Development of Geothermal Energy in Kenya. GDC falls under the Ministry of Energy and Petroleum (MoEP).

The Company has offices in Nairobi, Naivasha and Nakuru towns with most of its operations in the Menengai Caldera near Nakuru Town. The company is conducting surface exploration activities in both the North-Rift (Baringo - Silali) and South Rift Geothermal Regions.

1.2 GDC's Mandate

As the key driver for Geothermal Development in Kenya, GDC's mandate entails:

- a) To prospect for geothermal resources, undertake deep drilling; develop geothermal fields for electricity generation and other alternative uses;
- b) Manage public resources such as rigs and other infrastructure required for faster geothermal development;
- c) Develop the human capacity in Geothermal Technology in Kenya;

- d) Support and promote development of alternative uses of geothermal resources;
- e) Consulting on geothermal energy, other geo-science and resource projects, environmental studies and project management;
- f) Market geothermal as a benign environmental friendly and least cost power source for Kenya; and
- g) Support the Government efforts to attract funding and investment in geothermal energy for rapid development.

1.3 Background Description and Objective of the Assignment

The Company’s mission is to generate green energy for Kenya from geothermal resources. GDC intends to relay data collected by ten (10) Seismic devices (telemetry) in the Baringo – Silali geothermal field to its corporate network where the data can be analyzed and decisions made out of the collected data. The Seismic devices detect the earth movement around the regions and this enable GDC to ascertain availability of the geothermal resource in the region.

The Seismic devices are supplied with **NB2700 Net Module Router** with the following specifications:

Features	
Mobile interface	<p>Multimode LTE, HSPA+, UMTS, EDGE, GPRS and GSM with seamless hand-over:</p> <p>LTE/4G: 800/900/1800/2100/2600 MHz, max. 100 Mbps downlink / 50 Mbps uplink</p> <p>UMTS/3G: 850/900/1800/1900 MHz, max. 7.2 Mbps downlink / 5.76 Mbps uplink (in combination with LTE: 900/2100 MHz)</p> <p>GSM/2G: 850/900/1800/1900 MHz</p> <p>Antenna connector: SMA female</p>
WLAN / Wi-Fi	<p>IEEE 802.11b: 1 to 11 Mbps, IEEE 802.11g: 6 to 54 Mbps, IEEE 1-stream 802.11n : 6.5 to 150 Mbps</p> <p>Maximum concurrent hotspot users: 110 (with WPA2)</p>

	<p>authentication method)</p> <p>Operation modes: access point or client</p> <p>Antenna connector: SMA female, supporting one or two antennas</p>
Ethernet Switch	5 port Ethernet switch, 10/100 Mbps, auto MDX - Connector type: RJ45
GPS Receiver	<p>GPS receiver with NMEA 0183 data stream, tracking sensitivity - 154 dBm (typical)</p> <p>Antenna connector: SMA female, support for active and passive antennas</p>
Digital I/O	<p>2 digital inputs, maximum input voltage 40 VDC, minimum voltage for level 1 (set): 7.2 VDC, maximum voltage for level 0 (not set): 5.6 VDC. Note: a negative input voltage is not recognized.</p> <p>2 digital outputs, limiting continuous current: 1 A, maximum switching voltage 60 VDC, 42 VAC (Vrms), maximum switching capacity: 60 W</p> <p>Connector type: 8 pins of the 13-pin terminal block</p>
Serial Interface	Protocol: RS232 3-wire - Connector type: 3 pins of the 13-pin terminal block
USB	USB Host interface, connector type: USB A
Power	Input voltage: 12V DC to 48V DC (- 15% /+ 20%), max. power consumption: 10W
Environment	Temperature range: main board: -40 °C to +80 °C, LTE: -25 °C to +60 °C, UMTS/WLAN: -25 °C to +70°C IP40 with SIM and USB covers mounted
Safety Standards	EN60950-1:2006+A11:2009+A1:2010+A12:2011

EMC Standards	EN55022:2010, EN 61000-6-3: 2007+A1:2012, EN 50121-3-2: 2006+AC:2008 (Emission) EN55024:2010, EN 50121-3-2: 2006+AC:2008 (Immunity)
Type Approvals	CE according to directive 1995/5/EC (R&TTE) e1 according to directive 72/245/EEC as last amended by 2009/19/EC FCC according to 47 CFR, Part 15

The NB 2700 Net Module Router will form the link between the Seismic Devices and the proposed solution.

2 SCOPE OF THE ASSIGNMENT

1) Data Connectivity Services for Seismic Devices (Telemetry)

The contractor will design, supply, install and support the data connectivity equipment which will ensure constant transmission of data collected by the Seismic devices in the field is relayed to the office for analysis. The Seismic devices relay approximately 200MB of data per day.

The proposed connectivity solution is to ensure that, among others;

- a) The throughput capacity is able to relay all the data
- b) The data is relayed ONLY to GDC approved destinations
- c) The data relayed is reliable, not corrupted
- d) The data is relayed in real time

Note: - 1. The contractor should quote for data transmission equipment, associated accessories and bandwidth capacity to relay data to GDC offices.

2. The contractor have the option of leasing the transmission equipment to GDC for a period of two (2) years (in this case the warranty will be provided the vendor). Kindly indicate whether you will be selling the equipment to GDC or leasing.

2. GDC will provide power solution for the proposed design. The following are available for the project:-

No.	Description	Unit	Quantity
1.	150AH Maintenance free, sealed lead acid Solar battery	Piece	10
2.	200Watts Solar panel	Piece	10
3.	30Amps Charge controller	Piece	10
4.	Inverter 12V 1000W	Piece	10
5.	Multiguard Extension cable 5 socket plugs	Piece	10
6.	4mm Single core cable (earth)	Roll	1
7.	2.5mm twin core with earth cable	Roll	1
8.	Plastic conduit ½” heavy duty	Piece	20
9.	3” 14 gauge round hollow section	Piece	5
10.	Plastic pipe bend ½ ” heavy duty	Piece	20
11.	Plastic tie lock wraps 3.6mm x 200mm	Piece	10
12.	Microtik Router Board RB/751	Piece	10

Should the proposed solution require more power than what is available then the bidder will quote for the additional requirements.

The contractor’s deliverable from the above exercise is **Reliable Data connectivity/ transmission services for the ten (10) Seismic devices at the Baringo – Silali Geothermal Field.**

The site co-ordinates are as per the table below:-

Device Id	Easting	Northing	Description	Longitude	Latitude

1	127502	203273	NASOa	36.33469	1.14959
2	120607	201031	NASOb	36.31462	1.08726
3	123852	182723	NATNa	36.15022	1.11643
4	129462	191604	SILb	36.22990	1.16720
5	124224	190358	SILd	36.21876	1.11986
6	186760	102231	PCRT	36.18663	0.92109
7	185014	96828	PCH	36.17100	0.87226
8	181471	102746	PWE	36.13915	0.92571
9	195461	100411	PKAT	36.26476	0.90471
10	187681	105994	PKCH	36.19488	0.95510
Note	Easting and Northing are in Projected CS UTM, Zone 37N, Arc1960 Datum				
	Longitude and latitude are in Geographic CS, WGS 1984 Datum				

Bidders are required to confirm the co-ordinates and familiarize themselves with region during the site visit in order to design a solution that meets objective.

2.1 Training

The contractor will undertake training on how the various aspects of the proposed solution work and how to support the system to the following groups.

Group	Pax	Venue	Estimated Time for Training
Information and Communication Technology (ICT) team	4 No.	Nakuru/North-Rift	
Geothermal Resource Assessment (GRA)	4 No.	Nakuru/North Rift	

The contractor is expected to develop appropriate training content for the various groups, putting into consideration their roles and responsibilities in the utilization of the proposed system. In particular, the contractor is expected to train the ICT team on Implementation and support of the solution and the GRA team how to connect and access the data from the devices.

3. REPORTS AND TIME SCHEDULE

The works is expected to take **2 month from contract signing.**

The contractor should develop a project implementation timeline aligned to the scope of *Tender for Supply & Installation of Data Connectivity Equipment for Seismic*

work indicating the detailed activities and assignment of key staff using the guideline below:

Deliverable	Weeks from Assignment Start Date					Estimated Duration from Assignment start date (no. of weeks)
	Staff Assigned	1	2	3	4	

4. CLIENTS INPUTS

a. Office & Stationery

The Contractor is made aware that the provision of the following facilities/services will be its responsibility:

- (i) The provision of accommodation facilities
- (ii) The provision of all vehicles and transport arrangements
- (iii) Medical arrangements
- (iv) Maintenance of security and cleanliness in and around the facilities occupied by its staff
- (v) Other support services as may be necessary

b. GDC Staff

GDC will assign staff to coordinate the provision of information as may be required by the contractor during the duration of the assignment.

SECTION –VI - SCHEDULE OF REQUIREMENTS

The schedule of requirements is as per schedule below;

No.	Item Description	UOM	Quantity
1.	Bill of Materials for the proposed equipment and solution.(provide a costs in a separate sheet of the materials to be supplied for the whole works/assignment)	Item's	Bidders to specify
2.	Installation Charges	No.	10 sites
3.	Training Cost	No.	8
4.	Monthly Charges (Recurrent data charges for 24 months)	Months	24

5.	Post implementation and quarterly maintenance charges for two (2) years for the ten (10) sites.	Quarterly maintenance (4 quarters per year)	8
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SECTION VII - PRICE SCHEDULE FOR SUPPLY & INSTALLATION OF DATA CONNECTIVITY EQUIPMENT FOR SEISMIC DEVICES (TELEMETRY) FOR BARINGO-SILALI

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.	Bill of Materials for the proposed equipment and solution.(provide a costs in a separate sheet of the materials to be supplied for the whole works/assignment)	Item's	Bidders to specify		
2.	Installation Charges	No.	10 sites		
3.	Training Cost	No.	8		
4.	Monthly Charges (Recurrent data charges for 24 months)	Months	24		
5.	Post implementation and quarterly maintenance charges for two (2) years for the ten (10) sites.	Quarterly maintenance (4 quarters per year)	8		
Grand total cost transferred to form of tender inclusive of all taxes and other related charges for the supply and installation of data connectivity equipment for Seismic devices at Baringo-Silali					

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 VIII - 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.

8.1 **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 _____

8.2 **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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

Part 2 (a) – Sole Proprietor			
Your name in full		Age	
Nationality		Country of origin	
<ul style="list-style-type: none"> • Citizenship details • 			
Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Shares	Nationality	Citizenship
Details			
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....

	Part 2 (c) – Registered Company																												
	<p>Private or Public</p> <p>.....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <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> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	2.	3.	4.	5.
	Name	Nationality	Citizenship Details																										
Shares																													
1.																										
2.																										
3.																										
4.																										
5.																										
	<p>Date Signature of Candidate</p> <p>.....</p>																												

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

8.3 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)

8.4 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)

8.5 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]

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.