



KENYA ELECTRICITY GENERATING COMPANY LIMITED

KGN-IT-08-2018

**REQUEST FOR PROPOSALS (RFP)
FOR
TENDER FOR RFP for INTEGRATION OF ESRI ArcGIS and SAP
HANA (open national tender).**

**Kenya Electricity Generating Company Ltd
Stima Plaza, Kolobot Road, Parklands
P.O. Box 47936, 00100
NAIROBI**

Website: www.kengen.co.ke

May 2018.

RFP for integration of ESRI ArcGIS and SAP HANA

SECTION I
LETTER OF INVITATION

Kenya Electricity Generating Company Limited invites proposals for the **RFP for INTEGRATION OF ESRI ArcGIS and SAP HANA** whose specifications are detailed in the Tender Document.

On receipt of this RFP please inform us that you have received the letter of invitation; and whether or not you will submit a proposal for the assignment.

Shortlisted Individual consultant may submit their proposal in association with other not short-listed firms. A firm will be selected under **Quality and Cost Based Selection** and the procedures described in this RFP. You will attach a declaration in the proposal, that you are not debarred from participating in procurement proceedings and that they will not engage in any corrupt practice as per the **attached declaration form**.

The **Original** and **two copies** of the tender must be delivered to:

The Company Secretary & Legal Affairs Director
Kenya Electricity Generating Co. Ltd.
10th Floor, Stima Plaza Phase III
Kolobot Road, Parklands
P O Box 47936 - 00100
NAIROBI, KENYA

On or before (**13th June 2018 at 10.00 a.m.**) Clearly marked “**RFP for INTEGRATION OF ESRI ArcGIS and SAP HANA**”. **The envelopes MUST be sealed.** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**,” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”

Only Technical proposal shall be opened (**13th June 2018 at 10.30 a.m.**) In the presence of the candidates’ representatives who choose to attend at Stima Plaza III, Executive Committee Room, 7th Floor.

KenGen Adheres to high standards of integrity in its business operations. Report any unethical behavior immediately. KenGen Call Tip-offs Anonymous system Toll Free: 0800722626

Free Fax: 00800 007788

Email: kengen@tip-offs.com

Visit our web: www.tip-offs.com

Yours sincerely,

For: KENYA ELECTRICITY GENERATING COMPANY LIMITED

SUPPLY CHAIN DIRECTOR

SECTION II
INFORMATION TO CONSULTANTS (ITC)

2.1 Introduction

- 2.1.1 The Client named the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 2.1.6 The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.2 Clarification and Amendment of RFP Documents

- 2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Client’s address indicated in the Appendix “ITC”. The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

2.3 Preparation of Technical Proposal

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.

- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix "A" specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix "A".

2.3.5 The Technical Proposal shall not include any financial information.

2.4 Preparation of Financial Proposal

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix "A" specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for **120 days** after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants shall agree to the extension.

2.5 Submission, Receipt, and Opening of Proposals

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

- 2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix “A”. Each Technical Proposal and Financial Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL,**” and the original and all copies of the Financial Proposal in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” and warning: “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**”. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix “ITC” and be clearly marked, “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**”
- 2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix “ITC”. Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.
- 2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

2.6 **Proposal Evaluation General**

- 2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix “ITC”. Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant’s proposal.
- 2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

2.7 **Evaluation of Technical Proposal**

- 2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows

	Points
(i) General experience of the consultant related to the assignment	(5-10)
(ii) Adequacy of the proposed work plan and Methodology in responding to the terms of reference	(20-40)
(iii) Qualifications and competence of the key staff for the assignment	(30-40)
(iv) Suitability to the transfer of Technology Programme (Training)	<u>(0-10)</u>

Total Points 100

2.8 Public Opening and Evaluation of Financial Proposal

- 2.8.1 After Technical Proposal evaluation , the Client shall notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.
- 2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.
- 2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.
- 2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix “ITC”, be as follows:-
 $Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T + p = 100*) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 2.8.6 The tender evaluation committee shall evaluate the tender within 30 days of from the date of opening the tender.
- 2.8.7 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.8.8 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price
- 2.8.9 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.9 Negotiations

- 2.9.1 Negotiations will be held at the same address as “address to send information to the Client” indicated in the Appendix “ITC”. The aim is to reach agreement on all points and sign a contract.

- 2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

2.10 Award of Contract

- 2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.
- 2.10.3 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.
- 2.10.4 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.10.5 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.
- 2.10.6 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.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

2.12 Corrupt or fraudulent practices

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

Appendix to Information to Consultants

The following information for procurement of consultancy services and selection of consultants shall complement or amend the provisions of the information to consultants, wherever there is a conflict between the provisions of the information and to consultants and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to consultants.

Clause Reference

Appen dix Ref. No	ITC Claus e No	Amendments of, and Supplements to, Clauses in the Information to Consultants
A. Introduction		
1.	2.1.1	The name of the client is The Kenya Electricity Generating Company Limited (KenGen) .
2.	2.1.1	The Method of Selection is QCBS . The guideline is Public Procurement and Asset Disposal Act, 2015
3.	2.1.2	Technical and Financial Proposal Requested - YES
4.	2.1.2	Name, Objectives and Description of the assignment are Name: Integration of ESRI ArcGIS and SAP HANA .

		The objectives and description of the works are listed in Section VI- Terms of Reference
5.	2.1.2	Is the Assignment Phased - YES
6.	2.1.3	A pre-proposal conference will be held? YES 7TH June 2018, Thursday at 10am in Stima Plaza Head Quarters Nairobi. Bidders are strongly advised to visit site and obtain for themselves information adequate for them to prepare a responsive bid. Minutes of the pre-tender meeting will be made available
7.	2.1.3	The name(s), address(es) and telephone numbers of the Client's official(s) The Company Secretary & Legal Affairs Director Kenya Electricity Generating Company Limited KenGen Pension Plaza III, 10th Floor. Kolobot Road, Parklands P.O. Box 47936-00100 Nairobi, Kenya Email addresses; tenders@kengen.co.ke, jombongi@kengen.co.ke, pwambugu@kengen.co.ke, emunyiri@kengen.co.ke
8.	2.1.4	The Client will provide the following inputs: a) Office space where required. b) The relevant information in form of Data and statistics.
9.	2.1.7	This RFP document is free of charge
10.	2.1.2	The duration of implementation from commencement date of the works to the date of issue of the Taking Over Certificate shall be Three (3) Months
B. Clarification and Amendment of RFP document		
11.	2.2.1	Period to respond to request for clarification by the client: at most seven (7) days prior to tender closure. Period Prior to deadline for submission of Tenders for Tenderers to request clarification shall be at least 7 days prior to deadline
12.	2.2.2	Potential bidders are advised to regularly check KenGen website for any uploaded information on this tender. Any issued Addenda/Clarification shall be uploaded by Procuring entity on the website.
C. Preparation of Technical Proposal		
13.	2.3.1	The estimated number of professional staff months required for the assignment is : Three (3) Months
14.	2.3.1	The minimum required experience of proposed professional staff is Ten (10) years for Team Leader and five (5) years for other staff on similar assignments
15.	2.3.1	Training is a specific component of this assignment?: YES,

		Provide a 3 week training program for a select staff team during the assignment and recommend reputable certification short-course trainings that the client enroll her staff.
16.	2.3.1	Additional information in the technical proposal? PROVIDE FIRM PROFILE
D. Preparation of Financial Proposal		
17.	2.4.2	<p>a) "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.</p> <p>b) Local Taxation</p> <p>i). Nothing in the Contract shall relieve the CONSULTANT and/or his Sub-CONSULTANTS from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.</p> <p>ii). The CONSULTANT shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.</p> <p>iii.) In instances where discussions are held between the Employer and the CONSULTANT regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the CONSULTANT of their responsibility in relation to due diligence on the tax issue as per 3.21.2 above.</p> <p>c) Tax Deduction</p> <p>i). If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the CONSULTANT and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the CONSULTANT with the relevant tax deduction certificates.</p> <p>ii). Where the CONSULTANT is paid directly by the Financiers and the Employer is not able to deduct tax, then the CONSULTANT will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the CONSULTANT.</p> <p>d) Tax Indemnity</p> <p>i). The CONSULTANT shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the</p>

		<p>CONSULTANT to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.</p> <p>ii) The CONSULTANT warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the CONSULTANT's Tax liability arising from the Contract.</p> <p>iii). Where the amount in 3.21.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.</p> <p>The rates and prices quoted by the Tenderer shall be fixed during the performance of the Contract.</p>
E. Submission, Receipt and Opening of Proposals		
18.	2.5.2	In addition to the original of the Tender, the CONSULTANT shall submit Two (2) copies of the Tender.
19.	2.5.3	<p>Tenders shall be submitted to :</p> <p>The Company Secretary & Legal Affairs Director Kenya Electricity Generating Company Limited KenGen Pension Plaza III, 10th Floor. Kolobot Road, Parklands P.O. Box 47936-00100 Nairobi, Kenya</p>
20.	2.5.4	<p>The name and identification of the project is: TENDER FOR RFP for INTEGRATION OF ESRI ArcGIS and SAP HANA.</p> <p>The tender number is: KGN-IT-08-2018 Date and Time for submission is: 13th June, 2018 at 10.00 a.m.</p>
21.	2.5.4	The deadline for Tender submission is: June 13th, 2018, 10.00 a.m. Eastern Africa Time (EAT)
F. Evaluation		
22.	2.7.1	The minimum technical score required to pass is : 70% See Evaluation "Schedule 1" for the evaluation criteria.
23.	2.8.9	A variation request must be approved by the Employer
G. Negotiations, Award & Confidentiality		
24.	2.10.2	The assignment is expected to commence on Contract Signature
25.	2.2.6	<p>Corruption and ethical standards</p> <p>The Government requires that Procuring Entities (including beneficiaries of Government funded projects) as well as Tenderers/Suppliers/CONSULTANTS under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. It is the responsibility of the Procuring Entity to ensure that Tenderers, suppliers, and CONSULTANTS</p>

and their sub-CONSULTANTS observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy: For the purpose of this provision, the following definitions are provided:

- (i). “Corruption” has the meaning assigned to it in the Anti-Corruption and Economic Crime Act 2003 and includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement or disposal process or in contract execution;
- (ii). “Fraudulent Practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the execution of a contract to the detriment of the Procuring Entity and includes collusive practices amongst Tenderers prior to or after Tender submission designed to establish Tender prices at artificial non-competitive levels and deprive the Procuring Entity of the benefits of free and open competition;
- (iii). “Collusive Practice” means an arrangement between two or more suppliers, CONSULTANTS and sub-CONSULTANTS designed to achieve an improper purpose, including to influence improperly the actions of the Procuring Entity prior to or after Tender submission, designed to establish Tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefit of free and open competition;
- (iv). “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly a supplier, contractor or sub-CONSULTANT or the property of any of them to influence improperly the actions of a Procuring Entity;
- (v). “Obstructive Practice” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

A Procuring Entity has the right to require that Tenderers, suppliers, and CONSULTANTS and their sub-CONSULTANTS permit persons duly appointed by EACC/PPOA/KNAO to inspect their accounts and records and other documents relating to the Tender submission and contract performance; The Procuring Entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt, fraudulent practices or others stated under Clause 44.1.a in competing for the contract; In pursuit of the policy defined in sub-Clause 44.1, the Procuring Entity will cancel the portion of the funds allocated to a contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Procuring Entity or Approving Authority or of a beneficiary of the funds during the procurement or the execution of that contract; In the event that the Procuring Entity or Approving Authority does not take timely and appropriate action satisfactory to the Government of Kenya to remedy the situation, then the Director-General may order an investigation of procurement

	proceedings for the purpose of determining whether there has been a breach of the Public Procurement and Disposal Act, 2015.
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2.7.2: Detailed Evaluation criteria

1	PRELIMINARY EVALUATION CRITERIA: <ul style="list-style-type: none"> • Certificate of registration or incorporation. • Valid business permit. • Confidential business questionnaire as provided. • Submission of an original and two copies of the technical proposal. • Submission of the technical proposal submission form. • Submission of a sealed financial proposal, clearly described. • Tax compliance certificate. • Sequential pagination of all pages of the bid document, i.e. from the beginning to the end of the bid document. • Must have letters of Authorization from the Software manufacturers or Authorized distributors 	
2	TECHNICAL EVALUATION CRITERIA:	Points
1)	Specific experience of the Firm and profile of the firm relevant to the assignment. Evidence of the experience is required in form of a reference letter from Clients where these assignments were undertaken. The reference letters should be in the letter heads of the Client and should also state the contact information that could be used for a site visit of the project. The letters should be addressed to the Supply Chain Director, KenGen.	30 Marks
	i. Experience in installing and operating Geospatial Systems and SAP HANA. Relevant successful projects (at least 1) done within the last 3 years in both developing and developed countries and a profile of the projects Indicating	10
	ii. The Bidder must have successful undertaken or be implementing at least three (3) similar integrated ArcGIS with ERPs Projects within Kenya over the last 5 years preferably Within the public sector	10
	iii. The Bidder must have a local office in Kenya that has been in operation for more than five (5) years, and have a minimum of 8 qualified staff on various IT technologies especially SAP, ESRI GIS, and web development with at least 2 resources with a MSc in GIS related fields	10
2)	Technical adequacy; Technical approach, methodology and work plan	40 Marks
	Adequacy of the proposal: Coverage of the functionalities and processes, Project plan and methodology. Overall work plan including but not limited to – timelines, methodology, appropriateness, compliance/ deviations, quality assurance and project management, tasks and milestones, roles and responsibilities), Change Management, Training strategy, Quality Assurance and Action Plan a) Technical approach and methodology[20] b) Work plan [10] c) Change management, Training Strategy [10]	40

3)	Team competence, relevant experience and qualifications	30 Marks
	<p>Qualifications and competence of the Key Professionals who have been proposed by the Bidder to be a part of the implementation team</p> <ul style="list-style-type: none"> • Project Manager(5) • Team Leader (5) • Functional Leads(10) • Database Management & Web development Experts(10) <p>Project Manager - 1 Must have over 6 years’ experience in IT project delivery and management Must have a Master Degree in information systems Must be a project management professional Must be a member of at least on professional association in project management</p> <p>Project Team Lead - 1 Must have and Master’s degree in GIS related field with over 10 years’ experience in ESRI integrated technology Must have Esri Certifications in Database and Web GIS</p> <p>GIS Functional Lead - 2 Must have a degree in a GIS related field with over 10 years’ experience in delivering, scoping and managing GIS projects Must has served in a management position</p> <p>Database Management & Web development Expert - 2 Must have a certification in, Computer Systems, GIS course or any other related course plus over FIVE years’ experience in Analysis, Design, Implementation, Testing and Maintenance of web-based & Mobile GIS applications. They must also possess any certification in GIS applications, database design and management. Must have proven extensive development capabilities</p> <p>SAP Lead - 1 Have a BSc in Computer Science with at least 6 years’ experience Be a SAP certified Must possess the following technical skills; SAP PM,BI, SAP ECC 6.0, Advanced Java Programming, PHP, Java scripts and server database management</p>	30
	TOTAL	100 Marks

The minimum technical requirement is 70%

NOTE: KenGen will request the bidders who will pass the minimum technical qualification to make a presentation of the content of technical approach/methodology and work plan to assist in finalizing the evaluation process.

2.8.5.1 Formulae for determining the financial scores is the following: The weights given to the Technical and Financial Proposals are:

T=70

F=30

A/B*30

Where A is the lowest financial in the qualified bids

2.8.7.1 A variation request must be approved by the Employer subject to the Procurement Regulations

2.9.2 The assignment is expected to commence in **July 2018**

SECTION III

TECHNICAL PROPOSAL

Table of Contents

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ Date]

To: _____ [Name and address of Client)

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for _____
_____ [Title of consulting services] in accordance with your Request for
Proposal dated _____ [Date] and our Proposal. We are hereby submitting our
Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate
envelope-where applicable].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [Authorized Signature]:

_____ [Name and Title of Signatory]

:

_____ [Name of Firm]

:

_____ [Address:]

I. KENGEN CURRENT SAP ENVIRONMENT

I.1. HARDWARE

- i. DELL SAP HANA
- ii. VMWare 6.5 Virtualisation Server

I.2. SOFTWARE

- i. SAP HANA
- ii. SAP ECC6.0
- iii. SAP Work Manager
- iv. ArcGIS
- v. GIS Portal
- vi. Postgres SQL
- vii. Microsoft Windows Server
- viii. Microsoft domain and exchange

Requirements	Details
SAP Version	ECC 6.0 EHP 8 SAP HANA
SAP PI / PO installed? SAP PI (Process Integration), SAP PO (Process Orchestration)	Yes
SAP MM installed? (Y/N) Material Master	Yes
SAP PPM/PS installed? (Y/N)	Yes
SAP HCM installed? (Y/N)	Yes
SAP FI-CO Asset Master	Yes
SAP PM SAP Work Manager	Yes
SAP Business Intelligence (BI), Business Objects (BO), Business Warehouse (BW)	Yes
SAP Governance Risk and Compliance (GRC)	Yes
SAP Solution Manager (SOLMAN)	Yes
SAP Supplier Relationship Management (SRM)	Yes

2. SCOPE OF SERVICES

The integration of Esri Technology includes the following solutions SAP BusinessObjects Design Studio, SAP BusinessObjects Dashboards, SAP BusinessObjects Web Intelligence, SAP Lumira, and SAP Crystal Reports. This most recent innovation includes:

- Native integration with SAP Lumira and Esri's ArcGIS Online to analyze business data in a geographic context
- Ability to visualize multiple layers of business data on top of Esri base maps
- Ability to share maps via private and public cloud
- Future innovations include planned native integration in SAP BusinessObjects Design Studio and other clients to include geo-markers and overlay of charts on top of maps.

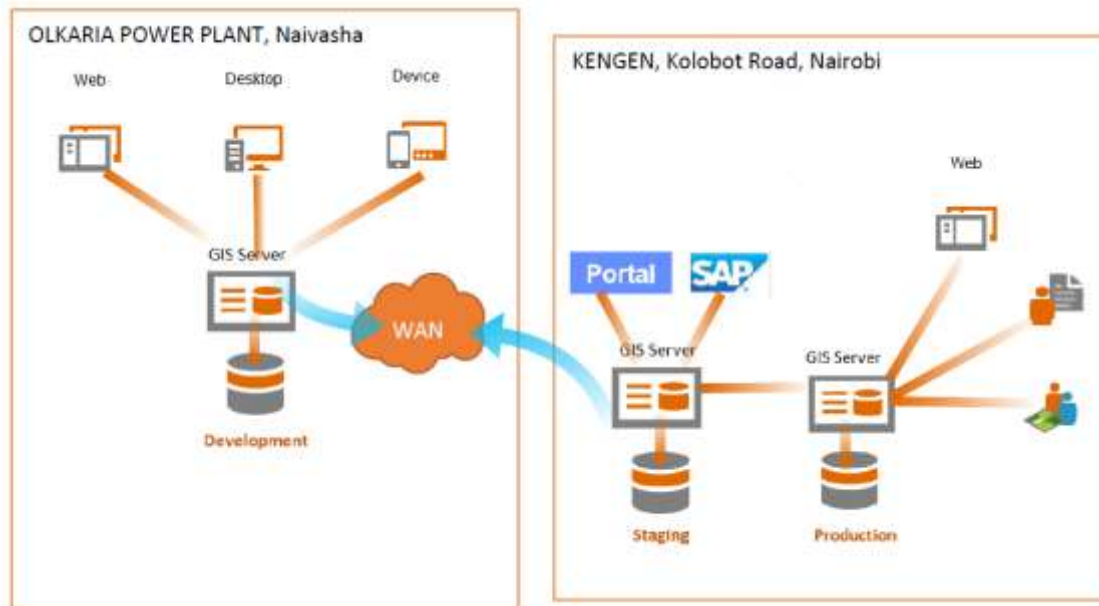
Therefore KenGen will seek to undertake the following:

- a. Integration of ArcGIS and SAP.
- b. Integration of ArcGIS to relevant SAP modules.
- c. Site visit to KenGen to assess and scoping exercise.
- d. Process analysis and design prior to implementation of solution.
- e. Detailed project implementation plan including a change management program.
- f. Presentation of design and plan.
- g. Integrating and interfacing with KenGen portal applications e.g. Intranet, Extranet, NWBC Portal, SAP Fiori, SharePoint.
- h. Integrating and interfacing with KenGen Domain Windows Infrastructure and Exchange
- i. Official curriculum certification training of KenGen staff both functional & technical prior to implementation.
- j. Rollout of location view on the new SAP PM, WorkManager and Fiori modules to KenGen live environment.
- k. Preparation of all technical and functional manuals & documentation.
- l. Build the capacity of KenGen project team during the implementation phase.
- m. Systems official handover to KenGen.

3. TENDER FOR PURCHASE OF GEOSPATIAL INFORMATION SYSTEMS (GIS)

ArcGIS PRODUCT BY ESRI AND INTEGRATION BACKGROUND INFORMATION

KenGen currently has an ArcGIS environment purposely used for GeoSciences studies. In addition to this, KenGen seeks to implement a 3 tier environment for enterprise development, staging, and production operations at the Nairobi Stima Plaza HQ necessary for SAP integration as depicted in the drawing below.



KenGen also seeks to deploy and rollout to the rest of company in various divisions in line with their respective SAP modules e.g. stock control in MM, field services in PM, project execution in PS, real estate management, Finance & ICT in asset management etc.

The Enterprise Asset Management (EAM) module (under operation services) helps in predictive maintenance, maintenance cost budgeting, maintenance execution, and work-clearance management. The Compatible Unit solution within SAP EAM helps mainly with construction work and acts as a tool for creating and maintaining equipment master data. This functionality resembles to GIS in that certain attributes of the equipment master are maintained in both EAM as well as GIS.

With both systems integrated, a user can visualize SAP application data within the GIS and get direct access to the GIS within SAP applications. Moreover, relevant data can be altered from SAP applications as well as by using the graphical functionality of GIS software.

From the hands on professionals, spending an hour on an integrated system a user can accomplish more as he has the ability to make decisions by visualizing the output of both systems on a screen without the need to switch between systems and correlate the data between several systems in a simple visible manner. With systems linked, the user can do an array of functions that could impact corporate running cost by accomplishing the following:

- Improve resource utilization, analysis, safety and asset integrity through an ability to represent work orders and notifications at their exact location on a GIS map.
- Improve operational efficiency (e.g. safety, dispatching) by representing work activities that impact an area as polygons on the map and identification of shortest routes.
- Improve workforce productivity by providing broader browser-based access to SAP and GIS based assets and maintenance.
- Reduce service costs by expanding an on-line self-service portal with essential business processes (e.g. report faulty equipment).
- Elevate customer service and decision-making with expanded access to ERP data from the GIS map

4. SAP Work Manager

SAP Work Manager is delivered with a GIS integration framework with pre-defined mobile parameters that are Esri-specific. KenGen seeks for a Solution that also supports the ability to configure and point to any GIS vendor in the market and google maps by making the connection to the selected GIS database by setting up the general back end parameters of the solution available.

The SAP Work Manager integration to ArcGIS must support actions including creation of work orders, view work order details, creation of notifications, view notification details, view functional location details, view driving directions and adding or editing a geotag: Work Orders, Notifications, Equipment, Functional Locations.

Because SAP and Esri each focus on their respective platforms, they each ensure the best in class capabilities and flexibility. SAP and Esri have worked together for well over five years to ensure a high level of integration between the ArcGIS and the SAP HANA platforms. This provides their mutual customers with significant business value. KENGEN is seeking to engage a solution provider that can aid on the integration of the two solutions to uncover new insights thus exposing the geospatial patterns inherent in our business data as well as taking advantage of location-intensive data such as mobile app data, SAP HANA data and sensor data.

SAP Work Manager has been implemented with the Implementation of Additional SAP ERP ECC 6.0 Modules project. It has been delivered with a GIS integration framework. It is delivered out-of-the-box with pre-defined mobile parameters that are Esri-specific. The Solution also supports the ability to configure and point to any GIS vendor of choice. In order to make the connection to the selected GIS database, the general back end parameters of the solution available however, must be configured for the integration purposes.

KenGen already meets the prerequisites below:

- SAP ERP 6.0
- Mobile AddOn for ERP 6.1 SP03 / Mobile AddOn for ERP 6.2
- SAP Work Manager 6.1,6.2,6.3, 6.4 and later release, on SMP 3.0 SP03 or above
- Mobile Application OpenUI SDK for Work Manager
- ESRI Geographic Information System Server
- ArcGIS Runtime SDK for Mobile (iOS, Android, Windows Phone) 10.6
- Agency OpenUI SDK

The following features are supported on the SAP Work Manager APP

	DESCRIPTION	FEATURE	RESPONSE
1.	Create a work order	A work order creation either from an equipment pin or a functional location pin.	
2.	View work order details	From a work order pin, order number, description, priority, and due date in the call out window details can be viewed. From the detailed call out window, you can then create a notification, view equipment, or view functional location.	

3.	Create a notification	Selecting either an equipment pin or a functional location pin, enables creation of a notification.	
4.	View notification details	From a notification pin, details such as notification number, description, priority, and due date can be viewed from a call out window. From the detailed call out window, you can create an order, view equipment, or view functional location.	
5.	View functional location details	From a functional location pin, details such as functional location ID, description, and category description can be viewed from a call out window. From the detailed call out window, notification and work order can be created, view equipment, or create a measurement reading.	
6.	Configuration of the feature layer support.	A layer is the equivalent to a legend item on a paper map. For example, on a road map, roads, national parks, political boundaries, and rivers could be considered different layers. The feature layer defines how the equipment, functional location, work orders, and notifications are symbolized on a map using geographical entities like points, lines, and polygons.	
7.	Offline support for base maps and feature layers.	Offline support for maps and layers in the mobile application enables view, collect, and update features and maps when disconnected from the Internet. Offline support enables users view all equipment, functional locations, work orders, and notifications on the map even in a disconnected mode.	
8.	View driving directions	View directions from current location to the selected work order, notification, equipment, or functional location.	
9.	Adding or editing a geotag	Adding or editing a geotag of Work Orders, Notifications, Equipment, and Functional Locations.	
10.	Operations Dashboard	Real-time information on transactions from different operations	
11.	Back End Configuration	Of the Config Panel- Geospatial service definition and testing the integration point to ESRI provisioned environment.	
12.	Implementation of the mobile data objects.	As available to ensure successful integration	

13.	Implementation of the available BAPI.	As required to allow location data exchange	
14.	Implementation of an appropriate strategy to location information on the technical objects (Work order, Notification, Functional location, and Equipment's)	<ul style="list-style-type: none"> i. Either lookup routines associated with the Work Order and Notifications Geospatial Object IDs in SAP, or ii. Geospatial Service Definition Data Rules 	
15.	Mapping of the Geospatial information	Of the technical object in SAP to support location parameters as vectors and raster data	
16.	SAP HANA	Integrate with ArcGIS at all level of operation such as data entry, Editing and analysis with ArcGIS Desktop and Enterprise solutions	
17.	Integration testing	On the available SAP modules (Asset Management, Work Manager...) and GIS	
18.	Web/Mobile Apps	<p>Use of SAP and Esri API to develop Native Mobile Apps and Web Applications</p> <p>Unified view and transaction on the Apps from both SAP and Esri systems</p>	
19.	Load of data mapped from the staging environment to production environment.	As will be identified and agreed upon.	
20.	Asset and Work Order requirements business discovery workshops and business process validation	Implementation methodology will be as per the SAP system implementation best practice.	
21.	Solution design and the implementation documentation in line with SAP & Esri best Practices	Implementation methodology will be as per the SAP and Esri system implementation best practices.	

INTEGRATION WITH SAP MODULES

Asset Integration	Tenderers Response
<p>Plant Maintenance</p> <ul style="list-style-type: none"> • Equipment Master • Compatible Units, • CU Design, • Work Orders 	

	<ul style="list-style-type: none"> • Functional Locations (e.g. pipelines, utilities, facilities) • Equipment (e.g. valves, manholes, etc.) • Notifications & Work orders • Work Areas (e.g. incident locations) • RE-FX & Case Management Objects 	
	Supply Chain <ul style="list-style-type: none"> • Material Master • Compatible Unit 	
	Human Capital Management <ul style="list-style-type: none"> • Employee Master 	
	Finance <ul style="list-style-type: none"> • Asset reconciliation • Asset Identification and linking • Assembly units (basically the labour costs for Installs, Removals and material cost) in GIS used for new designs. • New Asset creation and keeping the infrastructure for both systems in sync • Outage Management 	
Increase Asset Data integrity		
	<ul style="list-style-type: none"> • SAP and GIS databases reflect same data • Equipment number tracked in GIS • Eliminate lost, duplicate and obsolete asset data • Support reliable reporting and decision making • Proper tracking of refurbished equipment 	
Increase End User productivity		
	<ul style="list-style-type: none"> • Find SAP asset data (equipment) instantly from the map • View equipment details on the map • Create/update SAP assets from the map • Dynamically link map features to SAP assets in real-time • Doing job once in GIS and update them in SAP through interface • Submit ASBU (As Built) in GIS and update SAP work order through interface 	
Increase work order manageability and reporting		
	<ul style="list-style-type: none"> • Automated process of creating design in SAP • Multiple designs can be created for same job • Same jobs tied with Construction Measure 	

	<ul style="list-style-type: none"> ASBU (As Built updated) updated on Work Order 	
	<ul style="list-style-type: none"> GEO.e implementation, which allows users the ability to see assets spatially within SAP 	

Integration with SAP's mobile platform will provide a boost to on-field users of Esri who would be able to manipulate interactive maps and obtain more detailed geographic information using SAP Work Manager mobile app.

	DESCRIPTION	RESPONSE
1.	Consume Esri Map Services together with SAP Business Data concurrently on the same user interface to allow users perform queries, spatial analysis that further help KENGEN make timely and informed decisions.	
2.	Extend Esri and SAP business data to the field where needed to build upon and manage KENGEN Asset Database through the use of Mobile Smartphone technology directly into secure database systems both in near real-time and offline means based on connectivity to the GSM network. The application should both run on Android and iOS and should allow one to securely log into the ArcGIS System	
3.	Streamline business processes using maps to help users visualize and interact with business data throughout the organization.	
4.	Monitors, track and report real-time data feeds on the field where applicable.	
5.	Enable the easy sharing of maps and data across the organization both from the Esri DataStore, and/or SAP HANA to build different information products that maybe required.	
6.	Configure Insights for ArcGIS to connect directly with SAP HANA and allow for drag and drop of data fields for faster analysis and visualization.	
7.	The integration should allow our GIS team to author and publish maps and other GIS resources from both systems using ArcGIS Desktop/ArcGIS Pro to the Web GIS where it can be shared with the relevant users.	
8.	Outline and implement a highly available ArcGIS Enterprise deployment to support a high capacity	

	and availability configuration to ensure performance of the above outlined integration solution.	
9.	Federate the ArcGIS portal with the ArcGIS Server to enable an identity-based security model e.g. KENGENs organization's own Active Directory.	
10.	Build capacity within KENGEN staff to empower them work with and use the proposed GIS/SAP integrated system	

Included in scope of works

- i. Asset and Work Order requirements business discovery workshops and business process validation
- ii. Solution design and the implementation documentation in line with SAP best Practice
- iii. Back End Configuration through the ConfigPanel- Geospatial service definition and testing the integration point to ESRI provisioned environment
- iv. Implementation of the mobile data objects
- v. Implementation of the available BAPI as required to allow location data exchange
- vi. Implementation of an appropriate strategy to location information on the technical objects (Work order, Notification, Functional location, and Equipment's)
 - a. Either lookup routines associated with the Work Order and Notifications Geospatial Object IDs in SAP, or
 - b. Geospatial Service Definition Data Rules
- vii. Mapping of the Geospatial information of the technical Object in SAP to support location.
- viii. Integration testing on Work Manager acceptance testing signoffs.
- ix. Load of data mapped from the staging environment to production environment

5. Environmental Health and Safety (EHS)

KenGen seeks to implement a GIS system that supports the management of safety, industrial hygiene, and occupational health processes. The system will go beyond compliance with cost-effective solutions to systematically reduce risks and improve worker and process safety. KenGen will seek to implement GIS as it seeks to take advantage of its combination of HANA and GIS capabilities to offer good benefits and delivery of the most cost efficient options to leverage useful feature of spatial analysis for the business. A good GIS program is able to process geographic data from a variety of sources and integrate it into a map project. For example:

- Cost-effectively comply with complex health and safety regulations – globally
- Drive continuous safety and EHS performance improvement across your operations
- Proactively assess risk and prevent adverse events with operational controls
- Capture, investigate, and learn from safety observations, near-misses, and incidents
- Launch effective programs for occupational health, industrial hygiene, and more
- Perform sophisticated calculations for tracking storms or predicting erosion patterns
- Supply Chain management to meet operational compliance of various regulatory.
- Optimizing routes for the efficient delivery of goods and services
- The most cost efficient path and how different modes of transport are managed effectively

- Incident accident information analysis of incidents data and their prevalent occurrence and other causes if it occurring on a remote platforms and noting down the information
- Integration of Sensor Data for measurement of water, wastewater quality for meeting environmental management requirements.
- Real time collection of data and representation of the same with status will help KenGen in identifying the permit issues
- Provide timely information to all users.
- Integrate databases of environmental hazards, environmental exposures, and health effects.
- Enable the ongoing analysis, integration, and interpretation of environmental hazards, exposure, and health effects data to control and prevent environmentally related health problems in the company.
- Allow broad analysis across geographic and political boundaries.
- Aid research by providing easier access to environmental and safety data
- Promote interoperable systems via compliance with standards.

	DESCRIPTION	TENDERERS RESPONSE
1.	Architecture	
2.	Deployment	
3.	Configuration	
4.	Performance	
5.	Case Management	
6.	ArcGIS collector capability	
7.	GIS database connection to other data sources	
8.	Mobility	
9.	Mobile Apps	

6. IMPLEMENTATION

Enterprise-level GIS applications support a variety of users throughout an organization, all requiring access to shared spatial and attribute data sources. System hardware and software environments for distributed GIS applications are supported by a multi-tier client/server or Web services architecture. Ensure spatial data is maintained and published within the organization contributes to the performance and scalability of the system design. GIS Data must be organized and managed to support effective and efficient GIS operations.

ArcGIS Server platform configuration strategy can adapt to the required system reliability, availability, and security needs. Simple configurations are easier to maintain and support. More complex configurations satisfy higher-capacity and system availability requirements.

6.1. Architecture

- ArcGIS for Desktop is deployed in a client/server component architecture.
- ArcGIS for Desktop software is supported on Microsoft Windows desktop and terminal server platform environments.
- Web services, and mobile devices.
- Microsoft SQL Server
- ArcGIS Server is designed to support a scalable Web architecture.

- 6.2. Three-tier: Software components are deployed on three separate platform tier.
- Web application software components are deployed on one platform tier.
 - GIS application software components are deployed on a second platform tier.
 - DBMS application software components are deployed on a third platform tier.
 - Optimum configuration when deploying enterprise web applications or have a need for enhanced security. The web server is hosted on a separate platform tier.
- 6.3. Custom business processes be established to maintain and distribute traffic across the GIS Server multiple site configuration.
- Multiple site install and configuration. Each independent server machine site must be installed and configured. Any required load balancing and failover requirements must be satisfied by a third-party solution (Web Adaptor does not support multiple site load balancing operations). In a virtual server environment, machine clones and site management tools can be used to deploy single tier GIS Server machine sites.
 - Multiple site service deployments. Custom business processes must be established for publishing and updating services across the multiple server machine farm. Published service definitions (SDs) can be used to distribute services across multiple GIS Server site machines. Properly registered data folders and database sources can simplify service deployment configuration requirements. Custom ArcPy scripts may be used to automate service deployments.
 - Multiple site data source updates. Data sources for all server machines must be in sync. Shared data sources can be used for two and three tier Web architecture patterns when server machines are located in a common location. For multiple data center and/or single tier configurations, data must be replicated or replaced on each GIS Server data source location.
 - Updating applications between sites. Custom business processes can be established to copy application files and update Web URLs across each GIS Server site.
- 6.4. Enterprise development, staging, and production operations: Multiple environments to update and maintain their production operations. Separate environments are maintained for development, staging, and production.
- Development – This is a sandbox ArcGIS Server site for testing new applications and services. Once changes are validated on the development site, they are applied to the staging site.
 - Staging – This ArcGIS Server site is a clone of the production site. This site is used for final performance and functional testing before moving to the production site.
 - Production – This site supports live business workflows. Only changes that have passed testing on the staging site are moved to the production site.
- 6.5. Performance: Network latency is the primary cause for reduced display performance when accessing a remote database. Display performance can be improved by reducing the number of sequential application round trip requests per display. Establishing a local feature cache or by accessing remote DBMS data sources through an ArcGIS for Server feature service. Establish ArcGIS for Desktop local basemap layers to further improve display performance for a defined work area. Other workaround options for improving display performance.
- 6.6. SAP Real-Estate & Case Management: The five systems involved in this exercise are SAP Case Management, SAP Real-Estate, and Documentum for Document Management System, ArcGIS Desktop and ArcGIS Server web mapping application.

- 6.7. Suggestions on database and collector to pick data from other sources. KenGen has a plethora of other systems within its environment. Additional points will be based on the tenderer ability to suggest additional capabilities and demonstrate understanding and capability to collect data from other sources eg
- a. SCADA and Plant Control system available in Eastern Hydros and Western Hydros business areas
 - b. DCS system in Olkaria Geothermal Areas
 - c. RIMBASE geothermal drilling operations softwares
- 6.8. Mobility. KenGen is keen on deployment of solutions to its mobile teams who are strewn all over the country in remote and semi-remote areas. While KenGen has implemented WAN and LAN connectivity to areas, there still is a huge workforce which is yet to be covered. The solution should take care of this workforce. Further, the deployment of Mobile Apps will be considered and given priority

	DESCRIPTION	TENDERERS RESPONSE
1.	Architecture	
2.	Service-oriented architecture (SOA) capabilities	
3.	Interoperability and SOA	
4.	Deployment	
5.	Configuration	
6.	Geographic analysis	
7.	Data accuracy	
8.	Map creation and display	
9.	Web functionality	
10.	Database	
11.	Query and display of databases	
12.	Performance	
13.	Case Management	
14.	ArcGIS collector capability	
15.	GIS database connection to other data sources	
16.	Mobility	
17.	Mobile Apps	
18.	Development: Microsoft .NET, Java™, Adobe® Flex™, Microsoft Virtual Earth®, Google Earth™	

7. HARDWARE

The tenderer depending on the deployment strategy and site visit must have a clearly defined deployment strategy in order to offer a seamless change over to the new license structure. The solution must be able to be installed on a virtualised environment. The solution must be deployed within a Microsoft domain environment.

The supplier upon site visit to KenGen and having planned and outlined the architecture and deployment plan SHALL give a detailed scoping for the hardware necessary for the deployment. This hardware sizing shall help KenGen to determine the magnitude of the deployment. The tenderer shall also give a price broken down offer for a rack mountable or blade server or whichever is best applicable for KenGen that suits the ICT strategy and ICT server environment. The tenderer must outline and itemise all hardware and all appropriate licenses clearly and broken down with all costs.

DESCRIPTION	TENDERERS RESPONSE	COST
Hardware (Server)		
License (where applicable)		
VMWare License		
Other hardware (where necessary)		

8. DEPLOYMENT AND COMMISSIONING STRATEGY

The supplier MUST understand that KenGen already has the Enterprise ESRI ArcGIS installed, implemented and commissioned at a location **150kms away from Nairobi Stima Plaza Headquarters**. The strategy will be for KenGen to commission the ESRI ArcGIS companywide and utilise the latest deployment infrastructure available from ESRI ArcGIS. During the site visit, the supplier MUST take note and consider this while coming up with a clear plan and strategy. KenGen will not be liable for any misconception or lack of information therein as the supplier must understand and comprehend all necessary infrastructure, licenses and KenGen needs before bidding.

The project must have a clearly defined change management strategy in order to offer a seamless change over to the new system.

- i. This should include technical cutover (moving configurations into production environment in coordination with BASIS team, sanity checks) and prepare transition documents.
- ii. Setup all server components for production
- iii. Prepare user guides and provide End User Training
- iv. Business cutover process go-live
- v. Handover to IT operations as well as prepare operations document, administration & troubleshooting guide, training for IT operators.
- vi. At least 1 month Post go live support

Documentation deliverables include:

- Blueprint document covering all processes/departments in scope
- Build document including all configurations and developments
- Test document with test scripts & results
- End-user guides
- Handover document to KenGen Operations team

Importing SAP Transports, SAP add-on installations, application of Patches and SAP notes will be completed by the client's existing BASIS team in alignment with project timelines and using inputs and guidance.

KenGen has a portal for ESRI ArcGIS as well as SAP Portal. The supplier MUST deploy a single integrated portal that will also be connected using a Single Sign On (SSO) strategy. The licenses and certificates to be utilised MUST be considered by the supplier and catered for by the supplier.

	DESCRIPTION	TENDERERS RESPONSE
1.	Change management strategy	
2.	Documentation deliverables	
3.	Portal integration	
4.	Single Sign On (SSO) strategy	

9. TRAINING, KNOWLEDGE EXCHANGE AND CAPACITY BUILDING

The project must have a clearly defined knowledge transfer strategy in order to offer a seamless change over to the new system. The training, knowledge transfer strategy must be defined and will include the KenGen staff in the following areas:

- i. The 10 KenGen ICT Staff
- ii. 2 KenGen project managers
- iii. SAP HCM module consultant and user
- iv. SAP PM consultant and user
- v. SAP PS consultant and user
- vi. SAP BI consultant and user
- vii. SAP finance (asset management) consultant and user
- viii. SAP MM-SRM consultant and user
- ix. SAP EBS consultant and user
- x. EHS consultant and user

KenGen takes keen notice to train its employees at the Original Equipment Manufacturer (OEM) certified and ISO 9000 certified centers. The OEM MUST send concurrence of their certified centers and acknowledgement officially to KenGen directed to jombongi@kengen.co.ke, emunyiri@kengen.co.ke and cmutai@kengen.co.ke from the manufacturer. The cost of the training will be catered by the supplier. The supplier MUST identify the certified center location and communicate to KenGen on the bid.

	DESCRIPTION	TENDERERS RESPONSE
1.	Knowledge transfer strategy	
2.	Training	
3.	Original Equipment Manufacturer (OEM) certified centers	
4.	Original Equipment Manufacturer (OEM) letter	
5.	Development Network (2yrs subscription)	

10. SITE VISIT AND SCOPING

The supplier MUST understand that KenGen already has the Enterprise ESRI ArcGIS installed, implemented and commissioned at a location 150kms away from Nairobi Stima Plaza Headquarters. The strategy will be for KenGen to commission the ESRI ArcGIS companywide and utilise the latest deployment infrastructure available from ESRI ArcGIS.

There will be a mandatory site visit at Stima Plaza on **7th June 2018 as from 10.00 a.m.** that must be undertaken before submission of bids. The project team must have a clearly defined deployment strategy in order to offer a seamless change over to the new system.

During the site visit, the supplier MUST take note and consider this while coming up with a clear plan and strategy. KenGen will not be liable for any misconception or lack of information therein as the supplier must understand and comprehend all necessary infrastructure, licenses and KenGen needs before bidding.

	DESCRIPTION	TENDERERS RESPONSE
1.	Site visit	
2.	Scoping	
3.	Presentation of plan	
4.	Understanding of project	

11. LICENSE STRUCTURE

The project must have a clearly defined license strategy in order to offer a seamless change over to the new license structure. The tenderer must describe and itemise all licenses clearly and broken down.

DESCRIPTION	TENDERERS RESPONSE	COST
License cost		
License Annual Maintenance Cost		

12. REFERENCES

Past KenGen experience and track record with tenderer will be evaluated on basis of performance, execution and solution. The project the tenderer was involved in will be referred to as a benchmark to determine his professionalism, performance, execution and solution.

Using the format below, provide information on each assignment for which your firm/entity provided similar relevant services in the last five years.

Assignment Name:	
Narrative Description of Project:	
Year and duration of Assignment:	
Start Date:	
Completion Date:	
Location within Country:	
Country:	
Name of Client:	No of Staff:
	Departments affected:
Address:	
Contact and phone number:	
Name of Associated Consultant:	
Project Director/Coordinator:	
Team Leader:	
Number of project staff:	

NB: References contact must be available for contact

13. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

14. TIME SCHEDULE

15. ACTIVITY (WORK) SCHEDULE

16. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

17. CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

18. SAP CERTIFIED ENTERPRISE SUPPORT INTEGRATION

19. BENCHMARKING/SITE VISIT

Benchmarking and site visit of a working site utilising the solution for 4 KenGen staff. Must state whether international or local (or both depending on the level of integration).

20. SUMMARY OF COSTS FOR ESRI GIS INTEGRATION

ITEM	DESCRIPTION	UNIT PRICE	QUANTITY	VAT	TOTAL PRICE (Inc. VAT if any)
a)	SAP Configuration				
b)	ESRI - GIS configuration				
c)	SAP - ESRI GIS Integration				
d)	Other services (where applicable)				
e)	ESRI Licenses				
f)	Development Network (2yrs subscription)				
g)	SAP, Certificates and other Licenses (where applicable)				
h)	Hardware and License (where applicable)				
i)	Integration Project Management				
j)	Technical Training				
k)	Annual Maintenance Cost (AMC)				
	TOTAL COST FOR SAP CONFIGURATION				
	TOTAL COST FOR ESRI-GIS CONFIGURATION				
	TOTAL COST FOR SAP-ESRI GIS INTEGRATION				
	TOTAL COST FOR LICENSES				
	TOTAL COST FOR TRAINING				

Payment Terms:

Annual, at the end of the period, after assessment and confirmation that the expected deliverables have been met.

PRICE & SCHEDULE REQUIREMENTS

1. Respond to all requirements and attach any relevant supporting documents only after responding and referencing the supporting documents clearly.
2. Please attach your Catalogues and descriptive literature for all requirements.
3. Quote as per specifications in the Tender document adding any other items otherwise your tender will be declared non-responsive.
4. The above are only minimal requirements. Additional requirements within the KenGen environment requirements are invited.

5. Any variations from the KenGen environment or any offers to KenGen shall be made clear with descriptions and all implications shall be disclosed upfront. This should also be explained and made understandable to KenGen.

The Financial Evaluation shall consider total cost of ownership (TCO) over a period of 10 years as far as the SAP annual maintenance licenses are concerned.

The address for negotiations is:

**Company Secretary/Legal & Corporate Affairs Director,
Kenya Electricity Generating Company Limited,
Stima Plaza, Kolobot Road,
P. O. Box 47936 – 00100,
Nairobi, Kenya.**

The assignment is expected to commence **immediately after the date the contract becomes effective.**

21. DATA SHEET CLAUSE REFERENCE

The name of the Client is:

**Kenya Electricity Generating Company Limited,
P.O. Box 47936 – 00100,
NAIROBI,
KENYA.**

The method of selection is: **Quality and Cost Based Selection.**

Proposals must remain valid **120 days** after the submission date

Tenderer must submit an original and 2 (**two**) additional copies of each proposal

Taxes: Applicable taxes include **Value Added Tax (VAT) and withholding tax on remuneration.**

The single currency for price conversions is: **Kenya Shilling.**

The source of official selling rates is: **Central Bank of Kenya.**

The date of exchange rates is: **The Submission Closing Date.**

The name, objectives, and description of the assignment are: Name – **Request for proposals for TENDER FOR RFP for INTEGRATION OF ESRI ArcGIS and SAP HANA**

The name, address, and telephone numbers of the Client's official is:

**ICT Manager,
Kenya Electricity Generating Company
P.O. BOX 47936 - 00100
NAIROBI, KENYA.
Tel: +254 (02) 3666504
Fax: 254 (02) 3666565
Email: jombongi@kengen.co.ke
Cc: emunyiri@kengen.co.ke, cmutai@kengen.co.ke**

Clarifications may be requested up to **7days** before the submission date. The address for requesting clarifications is:

**ICT Manager,
Kenya Electricity Generating Company
P.O. BOX 47936 - 00100**

NAIROBI, KENYA.

Tel: +254 (02) 3666504, 3666125

Fax: 254 (02) 3666565

Email: jombongi@kengen.co.ke,

Cc: emunyiri@kengen.co.ke, cmutai@kengen.co.ke

The proposal submission address is:

**Company Secretary/Legal and Corporate Affairs Director
Kenya Electricity Generating Company Limited,
Stima Plaza, Kolobot Road,
P. O. Box 47936 - 00100,
Nairobi, KENYA.**

Information on the outer envelope should also include: **Confidential, Request for proposals for supply, implementation and commissioning of SAP Extended Enterprise Content Management system**

Proposals must be submitted no later than the following date and time:

Date: 13th June 2018

Time: 2.30pm

The address to send any other information to the Client is:

ICT Manager,

Kenya Electricity Generating Company

P.O. BOX 47936 - 00100

NAIROBI, KENYA.

Tel: +254 (02) 3666504, 3666125

Fax: 254 (02) 3666565

Email: jombongi@kengen.co.ke

Cc: emunyiri@kengen.co.ke, cmutai@kengen.co.ke

Proposals received shall be evaluated to check if the basic requirements (see below) are met and a set of products will then be short-listed. Vendors of these short-listed products will then be requested to visit KenGen and give presentations of their products.

SECTION VI:

STANDARD FORMS OF CONTRACT

FOR LARGE ASSIGNMENTS (LUMP-SUM PAYMENTS)

NOTES

1. LARGE ASSIGNMENT _____ Exceeding Ksh 5,000,000

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Special Notes

1. The Lump-Sum price is arrived at on the basis of inputs – including rates – provided by the Consultant. The Client agrees to pay the Consultant according to a schedule of payments linked to the delivery of certain outputs, usually reports. Lump-sum contracts have the simplicity of administration, the Client having only to be satisfied with the outputs without monitoring the staff inputs and should be used for large Assignments in for example Design; Engineering; Supervision and Management Services; Master plans; Economic and Feasibility studies; and Surveys.
2. The Contract includes four parts: Form of Contract, the General Conditions of Contract, the Special Conditions of Contract and the Appendices. The Client using this standard contract should not alter the General Conditions. Any adjustment to meet any specific project features should be made only in the Special Conditions.

I. FORM OF CONTRACT

Large Assignments (Lump-Sum Payments)

This Agreement (hereinafter called the "Contract") is made the _____) day of the month of _____ [month], [year], between _____, [name of client] of [or whose registered office is situated at] _____ [location of office] (hereinafter called the "Client") of the one part AND

_____ [name of consultant] of [or whose registered office is situated at] _____ (location of office) (hereinafter called the "Consultant") of the other part.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having presented to the Client that he has the required professional skills and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [*Note: If any of these Appendices are not used, they should be deleted from the list*]
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of client]*

[full name of Client's authorised representative] _____

[title] _____

[signature] _____

[date] _____

For and on behalf of _____ *[name of consultant]*

*[full name of Consultant's
authorized representative]* _____

[title] _____

[signature] _____

[date] _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms Whenever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
- (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
- (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
- (d) “Foreign Currency” means any currency other than the Kenya Shilling;
- (e) “GC” means these General Conditions of Contract;
- (f) “Government” means the Government of the Republic of Kenya;
- (g) “Local Currency” means the Kenya Shilling;
- (h) “Member”, in case the Consultant consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract;
- (i) “Party” means the Client or the Consultant, as the case may be and “Parties” means both of them;
- (j) “Personnel” means persons hired by the Consultant or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (l) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A; and
- (m) “Sub consultant” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clauses 3 and 4.

- 1.2 Law Governing the Contract** This Contract, its meaning and interpretation and the relationship between the Parties shall be governed by the Laws of Kenya.
- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.
- 1.6 Authorized Representatives'** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.7 Taxes and Duties** The Consultant, Sub consultant[s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SC.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services thirty (30) days after the date the Contract becomes effective or at such other date as may be specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period, after the Effective Date, as is specified in the SC.
- 2.4 Modification** Modification of the terms and Conditions of this Contract, including any modification of the scope of the Services or the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension Of Time** Any period within which a Party shall, pursuant to this Contract complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

- 2.6.1 By the Client** The Client may terminate this Contract by not less than thirty (30) days’ written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in this Clause;
- (a) if the Consultant does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
 - (b) if the Consultant becomes insolvent or bankrupt;
 - (c) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - (d) if the Consultant, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) if the Client in his sole discretion decides to terminate this Contract.

2.6.3 By the Consultant

The Consultant may terminate this Contract by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the following events;

- (a) if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within sixty (60) days after receiving written notice from the Consultant that such payment is overdue; or
- (b) if, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable costs incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General The Consultant shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client and shall at all times support and safeguard the Client’s legitimate interests in any dealing with Sub consultants or third parties.

1.2 Conflict of Interests

3.2.1 Consultant (i) Not to Benefit from Commissions, Discounts, Etc.

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant’s sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Consultant shall use his best efforts to ensure that his personnel, any sub consultant[s] and agents of either of them similarly shall not receive any such additional remuneration.

(ii) For a period of two years after the expiration of this Contract, the Consultant shall not engage and shall cause his personnel as well as his sub consultant[s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.

(iii) Where the Consultant as part of the Services has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be for the account of the Client.

3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and his affiliates, as well as any Sub consultant and any of his affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Consultant nor his subconsultant[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

- 3.3 Confidentiality** The Consultant, his subconsultant[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain and shall cause any subconsultant[s] to take out and maintain, at his (or the subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions;
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Subconsultants").
- 3.6 Reporting Obligations** The Consultants shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.7 Documents prepared by the Consultant to Be the Property of the Client** All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the property of the Client and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal** (a) Except as the Client may otherwise agree, no changes

**and/or
Replacement
Of Personnel**

shall be made in the Key Personnel. If for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use his best efforts to ensure that he provides the Consultant such assistance and exemptions as may be necessary for due performance of this Contract.

5.2 Change in the Applicable Law

If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Consultant, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties and corresponding adjustments shall be made to the amounts referred to in Clause 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Lump-Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all staff costs, Subconsultants' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

- 6.2 Contract Price** (a) The price payable in foreign currency is set forth in the SC.
 (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payment** Payment shall be made within thirty (30) days of receipt of invoice and the relevant documents specified in Clause 6.4. If the Client has delayed payments beyond thirty (30) days after the due date hereof, simple interest shall be paid to the Consultant for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending .

7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
---------------------	--

1.1(i) The Member in Charge is **Eric Munyiri**.

1.4 The addresses are:

Client: **Kenya Electricity Generating Company (KenGen)**
 Attention: **Eric Munyiri**
 Telephone: **020 3666028**
 Facsimile: **254-2-248848**

Consultant: _____
 Attention: _____
 Telephone: _____
 Telex: _____
 Facsimile: _____

1.6 The Authorized Representatives are:

For the Client: **Erick Munyiri**.

For the Consultant: _____

2.1 The date on which this Contract shall come into effect upon signing of the contract by the two parties

2.2 The date for the commencement of Services is **May 2018** or such other time period as parties may agree in writing after signature of contract.

2.3 The period shall be **not exceeding Three (3) months** as per TOR or such other time period as the parties may agree in writing.

2.5.4. Payment schedule: for each phase of the tender shall be disbursed as indicated below.

Reports	%
Preliminary /Inception Report	20%
Interim Progress Report - Will include Training progress	40%
Final Report	40%

3.3 Intellectual property;

- (i). CONSULTANT Patents and Proprietary Licenses. All Intellectual Property made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression, or created independently by the CONSULTANT before

January 20th 2017 will be the sole and exclusive property, including the entire right, title and interest of the CONSULTANT. The CONSULTANT agrees to grant and hereby grants to the client an irrevocable, non-exclusive, royalty-free license under all patents, copyrights and other proprietary information of CONSULTANT related to the Work now or hereafter owned or controlled by CONSULTANT to the extent reasonably necessary for the operation, maintenance or repair of the Project or any subsystem or component thereof designed, specified, or constructed by CONSULTANT under this Contract.

- (ii). All Intellectual Property made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression, or created independently by the client without any contribution from CONSULTANT of any kind during the term of this Agreement will be the sole and exclusive property, including the entire right, title and interest, of the client.
- (iii). Joint Intellectual Property. All Intellectual Property jointly made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression or created by Client and CONSULTANT during the term of this Agreement (“*Joint Intellectual Property*”), will be the joint property of and the entire right, title and interest is hereby assigned jointly to Client and CONSULTANT, and each party may enjoy all rights and privileges accorded ownership of such joint property without accounting to the other.
- (iv). Assignment of Joint Intellectual Property. Each party hereby assigns and agrees to assign to the other party, or its designees, an undivided one-half its full right, title and interest in and to all Joint Intellectual Property. Each party agrees that, during the term of this Agreement and subsequent to the completion or termination of this Agreement, they will, at the other party’s request and expense, execute any and all applications for Kenyan and foreign patents, copyrights or other rights and otherwise provide assistance (including, but not limited to, the execution and delivery of instruments of further assurance or confirmation) to assign an undivided one-half interest in said Joint Intellectual Property to the other party and to permit the other party to enforce any patents, copyrights or other rights in and to said subject intellectual property. All copyrightable works that are created pursuant to performance under this Agreement shall be considered “works made for hire” as defined by Kenyan Copyright Law.
- (v). Filings. The parties agree not to file any patent, trademark, or copyright applications relating to Joint Intellectual Property, without first notifying the other party.
- (vi). Disclosure. Each of the parties shall promptly and fully disclose to the other party all Joint Intellectual Property and shall identify and maintain records of Joint Intellectual Property, and a copy of all such records shall be promptly provided to the other party. Such records shall be considered Confidential Information.
- (vii). Transfer, Assignment and Waiver. Each of the parties represents, warrants and covenants that any Joint Intellectual Property will be created solely by their respective Personnel acting within the scope of their employment, or under a written independent CONSULTANT agreement assigning Intellectual Property rights.

- (viii). Moral Rights. With respect to Joint Intellectual Property that qualifies as original works of authorship under the copyright laws (either Kenyan. or foreign), if any moral rights (either Kenyan or foreign) are created, each party hereby waives and shall cause its Personnel to waive such rights in the Joint Intellectual Property.
- (ix). Joint Prosecution. Each party agrees to perform all acts that the other party may reasonably request to assist in obtaining the full benefits, enjoyment, rights, title, and interest in the Kenya and throughout the world, in the Joint Intellectual Property. Such acts shall include, without limitation, execution of documents, assistance in the prosecution of patents, copyrights, trademarks, and trade secrets. The parties shall each bear their own expenses.
- (x). Attorneys-in-Fact. In the event that a party is unable to secure the signature of the other party, any of its Personnel, or its other legal representative, to any lawful document required to apply for or enforce any of Joint Intellectual Property, for whatever reason, each party hereby irrevocably appoints the other party and its duly authorized officers and agents as the other party's agents and attorneys-in-fact to apply for or enforce Joint Intellectual Property with the same legal force and effect as if executed by the other party, its Personnel, or its other legal representative.
- (xi). Joint Enforcement. Upon learning of any infringement of Joint Intellectual Property, from any source, the parties shall first determine if they desire to jointly take action to suppress or eliminate such infringement. If the parties decide to take such action jointly, the parties agree that they will share equally in the expenses related to such actions, and share equally in any recovery as a result of such action. [Client shall have the sole right to direct such joint action.] In the event that either party decides not to participate in such action, the other party shall have sole discretion to take whatever action it determines is necessary or appropriate under the circumstances, including without limitation legal action to suppress or eliminate any such infringement, at the acting party's expense. The non-acting party agrees to cooperate with the acting party in such action and the acting party agrees that it will reimburse the non-acting party's reasonable and actual expenses incurred in such action. The acting party retains all recovery

3.4 The risks and coverage shall be:

(i) Professional Liability of 110% of the contract price to be provided upon signing of contract

(ii) Loss of or damage to equipment and property N/A

6.2(a) The amount in foreign currency or currencies is _____ [Insert amount].

6.2(b) The amount in local Currency is _____ [Insert amount]

6.4 Payments shall be made according to the following schedule:

Payment shall be pegged on specified number of successfully completed milestones. The consultant is required to price each phase separately and independent of other phases. Each phase will be payable at the completion of successful milestones enumerated under the three categories below.

Reports	%
Preliminary /Inception Report	20%
Interim Progress Report - Will include Training progress	40%
Final Report	40%

8.2

Meet and Confer. The Parties agree to make a diligent, good faith attempt to resolve all Disputes. If the Authorized Representatives of the Parties are unable to resolve a Dispute arising under this Agreement within fourteen (14) days: unless otherwise agreed, the Parties shall refer such Dispute to arbitration.

Arbitration. The parties agree to arbitrate any dispute or controversy under international rules of arbitration. The place of arbitration shall be Kenya and the outcome of arbitration shall be binding and non-appealable and shall be entered in any court of competent jurisdiction to enforce Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter or other International body

IV. Appendices

APPENDIX A – DESCRIPTION OF THE SERVICES

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B – REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C– KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel and staff-months for each.*
 - C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.*

APPENDIX D – BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E – BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

List here the elements of cost used to arrive at the breakdown of the lump-sum price – local currency portion.

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F – SERVICES AND FACILITIES PROVIDED BY THE CLIENT

- a) Office space where required.
- b) The relevant information in form of Data and statistics.

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.
.....Location of business premises:
CountryPhysical address
TownBuilding.....
Floor.....Plot No.
Street / RoadPostal Address
Postal / Country Code.....Telephone No's.....
Fax No's.E-mail address
Website
Contact Person (Full Names) Direct / Mobile No's.....
Title Power of Attorney (Yes / No)
If yes, attach written document.
Nature of Business (Indicate whether manufacturer, distributor, etc)

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date
PIN No.....
Value of the largest single assignment you have undertaken to date (USD/KShs)
Was this successfully undertaken? Yes / No.(If Yes, attach reference)
Name (s) of your banker (s)
.....
Branches Tel. No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full names
Nationality..... Country of Origin.....
.....
Company Profile (Attach brochures or annual reports in case of public company)

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.
2.
Company Profile (Attach brochures)

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public
Company Profile (Attach brochures or annual reports in case of public companies)
State the nominal and issued capital of the Company
Nominal KShs
Issued KShs
List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

1.....
2.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the KENGEN and any other public or private institutions.

Full Names
Signature
Dated this day of 2018.
In the capacity of
Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names
Signature
Dated this day of 2018.
In the capacity of
Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed
For and on behalf of M/s
In the capacity of
Dated this day of 2018.
Suppliers’ / Company’s Official Rubber Stamp

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a)
 - b)
- For and on behalf of M/s
In the capacity of
Dated this day of 2018
Suppliers’ / Company’s Official Rubber Stamp

Part 2 (h) – Interest in the Firm:

Is there any person/persons in KENGEN or any other public institution who has interest in the Firm? Yes/No
..... (Delete as necessary) Institution

(Title) (Signature) (Date)

Part 2(i) – Experience:

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the years prescribed.

	Company Name	Country	Contract/ Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							

Part 2 (j) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give KENGEN authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

.....

Signature.....

For and on behalf of M/s

In the capacity of

.....

Dated thisday of2018.

Suppliers' / Company's Official Rubber Stamp

.....