



**Agricultural Development Corporation &
Agricultural Finance Corporation
Development House – Moi Avenue
P.O BOX 47101-00100 Nairobi
Tel. +254-020-2220646**

Email: procurement.developmenthouse@gmail.com

**REQUEST FOR PROPOSAL FOR
ENERGY AUDIT SERVICES**

TENDER NO: ADC/AFC/03/2021

Closing Date: 9th June, 2021 at 12.00 pm

Contents

| | |
|---|-----------|
| Section I - Letter of invitation | 3 |
| SECTION II - INSTRUCTION TO BIDDERS | 3 |
| SECTION III - TERMS OF REFERENCE (TOR) FOR ENERGY AUDIT SERVICES | 13 |
| SECTION IV - TECHNICAL PROPOSAL (TP) | 15 |
| SECTION V - FINANCIAL PROPOSAL (FP)..... | 17 |
| SECTION VI: STANDARD FORMS | 18 |

Section I - Letter of invitation

DATED: 18th MAY, 2021

TENDER NO: ADC/AFC/03/2021

TENDER NAME: Request For Proposal For Energy Audit Services at Development House, Nairobi

CATEGORY: Open Tender

- 1.1 The Agricultural Development Corporation(ADC) & Agricultural Finance Corporation(AFC) invites eligible candidates to bid for the Request For Proposal For Energy Audit Services at Development House
- 1.2 Interested eligible candidates may obtain further information from ADC's Website www.adc.or.ke or AFC'S Website www.agrifinance.org or Public Procurement Information Portal www.tenders.go.ke
- 1.3 Bidders who download the document must immediately **register** their particulars through the email procurement.developmenthouse@gmail.com for purposes of receiving necessary clarifications and/or addenda and scheduling of the site meeting.
- 1.4 A complete set of tender documents may be downloaded from ADC & AFC's Website (www.adc.or.ke) or www.agrifinance.org or Public Procurement Information Portal (www.tenders.go.ke) at no cost.
- 1.5 Bidders will be required to submit with their tender, Tender Security of Kshs.100,000.00 valid for a period of 150 days from the date of tender opening.
- 1.6 Completed tender documents (in hard copy) are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at 2ND FLOOR DEVELOPMENT HOUSE, outside room number **10**, addressed to *THE CHAIRMAN, ADC/AFC DEVELOPMENT HOUSE, PO BOX 47101 NAIROBI* GPO so as to be received on or before 9th June, 2021 at 12.00p.m.
- 1.7 Bidders must **register** their particulars when submitting the tender documents, original and two copies, in the Tender Register at 2nd floor, room number 9 or 10.
- 1.8 Tenders will be opened immediately thereafter by the Tender Opening Committee only, in compliance with Covid-19 virus protocols. The results of the responses will be emailed to the candidates through the email they will have provided in their tender document.
- 1.9 In case of any query, please use the email procurement.developmenthouse@gmail.com
- 1.10 Prices quoted should be net inclusive of all taxes and delivery and must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.11 Tenderers will be required to attend a Site Visit Meeting to be held on **26th May, 2021**, at 11.00a.m. at the ADC/AFC Conference Hall, 3rd Floor, Development House, Moi Avenue, Nairobi. The meeting may be re-scheduled in order to comply with covid-19 pandemic protocols depending on how many bidders respond to the tender. Bidders will be informed through email of any such changes.

SECTION II - INSTRUCTION TO BIDDERS

2.1 Introduction

2.1.1 The **Agricultural Development Corporation (ADC) & Agricultural Finance Corporation (AFC)** (also herein referred to as the procuring entity) will select an individual bidder among those who respond to the invitation for proposals (also herein referred to as the 'bidder(s)') in accordance with the method of selection detailed under this section and consistent with the regulations.

2.1.2 The **bidders** are invited to submit a technical proposal and a financial proposal for services required for the assignment stated in the letter of invitation

2.1.3 The bidders must familiarize themselves with local conditions as regards the assignment and take them into account in preparing their proposals. To obtain adequate information on the assignment and on the local conditions, organizations are encouraged to liaise with the procuring entity regarding any information that they may require before submitting a proposal.

2.1.4 The procuring entity will provide the inputs and services specified in the special conditions of contract needed to assist the individual organization to carry out the assignment.

2.1.5 The cost of preparing the proposal and negotiating the contract including any visit to the procuring entity are not reimbursable as a direct cost of the assignment. The procuring entity 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 in the tender.

2.2 Clarification and amendment to the RFP documents

2.2.1 The bidders may request clarification of any of the RFP documents not later than seven(7) days before the deadline for the submission of the proposals. Any request for clarification must be sent in writing by email to the procuring entity's address indicated in the special conditions of contract.

The procuring entity will respond by email 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 individual bidders invited to submit proposals.

2.2.2 At any time before the deadline for submission of the proposals, the procuring entity may for any reason; either at its own initiative or in response to a clarification requested by an interested bidder, amend the RFP. Any amendment shall be issued in writing by email to all invited individual bidders and will be binding on them. The procuring entity may at its discretion extend the deadline for the submission of the proposals.

2.2.3 Clarification of tenders shall be requested by the bidder to be received by the procuring entity not later than 7days prior to the deadline for submission of tenders.

2.2.4 The procuring entity shall reply to any clarifications sought by the bidder within three days of receiving the request to enable the bidder to make timely submission of its tender.

2.3 Preparation of proposals

2.3.1 The individual bidder's proposal shall be written in English language.

2.3.2 In preparing the Technical proposal, the individual bidders are expected to examine the documents consisting of the Request for Proposal in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical proposal, the individual bidder must give particular attention to the following:

(a) If an individual bidder considers that it does not have all the expertise required for the assignment the organization may suggest in the proposals other individual(s) who will assist in the assignment but they will not be party to the contract for the purpose of the performance of the assignment.

(b) An individual bidder will not propose other bidder(s) invited to submit proposals for the assignment. Any individual organization in contravention of this requirement shall automatically be disqualified.

(c) For all the staff who will be involved in the assignment the bidder must indicate their responsibility in the assignment and also the staff time as necessary.

- (d) The curriculum vitae (CV) of the staff proposed must be submitted with the proposal. It is desirable that majority of key professional staff be permanent employees of the firm or have an extended and stable working relationship with it.

2.3.4 The Technical proposal shall provide the following information;

- (a) A brief description of the firm/bidder's profile including an outline of any recent experience of assignment of a similar nature (Last 5 Years).
- (b) For each recent assignment undertaken, the bidder should indicate *inter alia*, the profiles of staff involved, contract amount and the duration of the assignment. The firm should fill the reference forms attached to this RFP and have endorsement of the client to whom they have provided the services to.
- (c) Any comments or suggestions on the Terms of Reference and a list of service and facilities requested to be provided by the procuring entity.
- (d) A detailed description of the proposed methodology and work plan for performing the proposed assignment.
- (e) The list of staff team by specialty, the tasks that would be assigned to each staff member and their timing. For the professional staff, recent CVs should be provided and signed by the staff and the authorized representative submitting the proposal. Key information should include; academic and technical qualifications, number of years working for the firm/entity and degree of responsibility held in various assignments during the last 5 years.
- (f) Any additional information requested in the special conditions of contract.

2.3.5 The Technical proposal shall be separate from the Financial Proposal and shall not include any financial information.

2.4 Financial Proposal

2.4.1 In preparing the financial proposal, individual bidder is expected to take into account the time required in completing the assignment as outlined in the Request for Proposal documents.

2.4.2 The financial proposal will therefore be quoted in fees per day or month. The financial proposal may also include other costs as necessary and associated with the assignment including; (a) remuneration for staff, and; (b) reimbursable. If possible, these costs should be broken down by activity.

2.4.3 The Financial proposal should include and clearly indicate as separate amount, the payable taxes, duties, levies and other charges imposed under the law on the bidders and their personnel. The fees shall be expressed in Kenya Shillings.

2.4.4 The Financial proposal must remain valid for 120 days after the last date of submission indicated in this Request for Proposal. During this period the individual bidder is expected to keep available at his own cost any staff proposed for the assignment. The procuring entity will make best efforts to complete negotiations within this period.

2.4.5 If the procuring entity wishes to extend the validity period of the proposals, any bidder who do not agree, have the right not to extend the validity of their proposals.

2.4.6 The proposal must comply with the Laws of Kenya and laws/regulations governing the profession.

2.5 Submission, Receipt and opening of proposals

2.5.1 The technical proposal and the financial proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors. Any such corrections must be initialed by the individual(s) authorized to the proposals on behalf of the bidder.

2.5.2 For each proposal, the individual bidder shall prepare the proposals in the number of copies indicated in the special conditions of contract. 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 duly marked "**FINANCIAL PROPOSAL**" and warning "**DO NOT OPEN WITH TECHNICAL PROPOSAL**". Both envelopes shall be placed in an outer envelope and sealed. This outer envelope shall bear the procuring entities address and other information indicated in the appendix to the instructions to

bidders and clearly marked "**DO NOT OPEN**" before **9th June, 2021 at 12.00pm.**

2.5.4 The completed Technical and Financial proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to bidders. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual bidder unopened. For this purpose the inner envelope containing the technical and financial proposals will bear the address of the individual Bidder submitting the proposals.

2.5.5 After the deadline for submission of proposals the outer envelope and the technical proposals shall be opened immediately by the opening committee. The financial proposals shall be marked with the individual number allocated at the time of opening the outer envelope and the technical proposals but shall remain sealed and in the custody of the Manager Procurement of PROCURING ENTITY up to the time set for opening them.

2.6 Evaluation of the Proposal (General)

2.6.1 From the time the proposals are opened to the time of the contract award, if any individual bidder wishes to contact the PROCURING ENTITY on any matter relating to their proposal, the bidder should do so in writing at the address indicated in the appendix to the instructions to bidders. Any effort by any bidder to influence the procuring entity's staff in the evaluation of proposals, comparison of proposals or awards of contract may result in the rejection of the individual organization's proposal.

2.6.2 The proposal evaluation committee shall have no access to the Financial Proposal, which in any case will remain sealed, until the technical evaluation is concluded or finalized.

2.7 Evaluation of Technical Proposals

2.7.1 The evaluation committee, appointed by the procuring entity to evaluate the proposals shall carry out the evaluation of technical proposals following the criteria set out in the terms of reference based on the following point's criteria.

TABLE 1: TECHNICAL CRITERIA

| | CRITERIA | POINTS |
|------|---|-------------------|
| i) | Specific experience of the individual bidder related to the assignment | 30 |
| ii) | Qualification and Competence of the key staff for the assignment | 30 |
| iii) | Adequacy of methodology and work plan in response to the Terms of Reference | <u>40</u> |
| | Total | <u>100</u> |

2.7.2 Any proposal which will be examined and found not to comply with all the requirements for submission of the proposals will be declared non responsive. All the proposals found to have complied with all the requirements for submission of proposal shall be declared responsive by the evaluation committee.

2.7.3 Each responsive proposal will be given a technical score (ST). Any technical proposal which fails to achieve the total minimum score indicated in the appendix to the information to bidders shall be rejected at this stage and will not proceed to the next stage of evaluation. The respective financial proposal will be returned to the individual bidder unopened.

2.8 Opening and Evaluation of Financial Proposals

2.8.1 After completion of the evaluation of Technical proposals the PROCURING ENTITY shall notify the individual bidders whose proposal did not meet the minimum technical score or were declared non responsive to the RFP and terms of reference. The notification will indicate that their financial proposals shall not be opened and will be returned to them un-opened after the completion of the selection process and contract award. At the same time, the PROCURING ENTITY shall simultaneously notify the bidders who have secured the minimum technical score that they have passed the technical qualifications and inform them the date and time set by the PROCURING ENTITY for opening their financial proposal. They will also be invited to attend the opening ceremony if they wish to do so.

2.8.2 The financial proposals shall be opened by the PROCURING ENTITY in the presence of bidders who choose to attend the opening exercise. The name of the bidder, the technical score and the proposed fees shall be read out aloud and recorded. The evaluation committee shall prepare minutes of the opening of the financial proposals.

2.8.3 The formulae for determining the financial score (SF) unless an alternative formula is indicated in the appendix to the information to bidders shall be as follows:

$SF = 100 \times FM/f$. Where;

SF is the financial score

FM is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of 100

2.8.4 The individual bidders proposals will be ranked according to their combined technical score (ST) and financial score (SF) using the weights indicated in the appendix to the instructions to bidders unless otherwise stated in the appendix, the formula for the combined scores shall be as follows;

$S = (ST \times T \%) + (SF \times P \%)$

Where;

S, is the total combined scores of technical and financial scores

ST is the technical score

SF is the financial score

T is the weight given to the technical proposal and

P is the weight given to the financial proposal

Note P + T will be equal to 100%

The individual Bidder achieving the highest combined technical and financial score will be invited for negotiations.

2.9 Negotiations

2.9.1 Negotiations will be held at the same address indicated in the appendix to the information to bidders. The purpose of the negotiations is for the PROCURING ENTITY and the individual bidder to reach agreements on all points regarding the assignment and sign a contract.

2.9.2 The negotiations will include a discussion on the technical proposals, the proposed methodology and work plan, staff and any suggestions made by the individual bidder to improve the Terms of Reference. The agreed work plan and Terms of reference will be incorporated in the description of the service or assignment and form part of the contract.

2.9.3 The negotiations will be concluded with a review of the draft contract. If negotiations fail, the PROCURING ENTITY will invite the individual bidder whose proposal achieved the second highest score to negotiate a contract.

2.10 Award of Contract

2.10.1 The contract will be awarded before commencement of negotiations. After negotiations are completed the PROCURING ENTITY will promptly notify the other individual bidders that they were unsuccessful and return the financial proposals of the individual bidders who did not pass technical evaluation.

2.10.2 The selected individual Bidders expected to commence the assignment on the date indicated in the appendix to the information to bidders or any other date agreed with the procuring entity.

2.11 Confidentiality

2.11.1 Information relating to evaluation of proposals and recommendations of contract award shall not be disclosed to the individual bidders who submitted the proposal or to other persons not officially concerned with the process, until the winning individual Bidder has been notified that it has been awarded the contract.

2.12 Corruption and fraudulent Practices

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

2.12.2 The procuring entity (PROCURING ENTITY) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices.

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

2.13 Tender Security

2.13.1 The tenderer shall furnish, as part of its tender, a tender security. The tender security shall be **Kshs.100,000/=**.

2.13.2 The tender security is required to protect the Customer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

2.13.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

- a) A bank guarantee
- b) Such insurance guarantee approved by the Authority
- c) Letter of credit.
- d) A bankers cheque in the name of '**ADC/AFC DEVELOPMENT HOUSE**'

2.13.4 Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 shall be rejected by the Customer as non-responsive.

2.13.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty(30) days after expiration of the period of tender validity.

2.13.6 The successful Tender's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security, pursuant to paragraph 2.14

2.13.7 The tender security may be forfeited:

- a) If a tenderer withdraws its tender during the period of tender validity.
- b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract or
 - (ii) To furnish performance security in accordance with paragraph 2.14.

2.14 Performance Security

2.14.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Customer.

2.14.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.14.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Customer may make the award to the next lowest evaluated tender or call for new tenders.

2.14.3 The Performance Security shall be 5% of the quoted amount in the Financial Proposal/Tender Sum in the form of a Bank Guarantee by a reputable bank, in the Republic of Kenya, acceptable to the Customer.

SECTION III - TERMS OF REFERENCE (TOR) FOR ENERGY AUDIT SERVICES

1) INTRODUCTION

ADC/AFC Development House is a commercial building that houses the offices of the owners and is partly leased out. The income generated from the building is expected to meet both its capital and operational expenditure and to pay surplus to the shareholders. To increase the surplus the building needs to reduce the expenditure from operating expenses. Electricity and water are a major expenses accounting for about 40% of the total expenditure for running the building. Action therefore needs to be taken to reduce energy consumption and increase energy efficiency.

2) Objective

To conduct an energy audit of Development House and recommend practical Energy Conservation Measures(ECMs) so as to reduce energy costs. The audit should aim for the building to comply with the Energy Regulatory Commission's Energy Management Regulation of 2012.

3) Expected Outcomes

A comprehensive energy audit of Development House to include but not limited to:-

- ✓ A report on current energy consumption pattern. This will include but not limited to:
 - Measurements on energy consumptions, loading, outputs and efficiencies of electrical loads and efficiency measurements and other operating indicators of all energy consuming equipment.
 - Energy bill analysis and bench marking.
 - Energy management opportunities.
- ✓ Propose concrete and affordable Energy Conservation Measures and identify Energy Efficiency Opportunities covering the following areas:
 - Electrical power supply and distribution.
 - Lift machine room air conditioning system.
 - Lighting.
 - Domestic water pumps.
 - Submersible sump pumps.
 - Fire sprinkler system booster pumps.
 - Back up diesel generator.
 - Electric passenger Lifts.
 - Any other existing electrical system not mentioned above.
- ✓ Propose specific energy savings measures and investment requirements to:

- a) Detailed descriptions and specifications.
- b) Method of implementing the proposals.
- c) Cost benefit analysis.
- ✓ Propose Energy Management Guidelines/Policy to monitor and sustain the savings identified.
- ✓ Propose alternative energy efficient sources of power.
- ✓ Propose an energy investment plan.
- ✓ Troubleshoot any electrical concerns raised by the client.

4) Time Frame and Reporting

The Energy Auditor should propose a detailed expert time frame for the activities listed above.

The Energy Auditor shall submit all the envisaged reports in electronic form as well as in hard copy.

5) Brief description of the building

- ✓ The L.R. Numbers are 209/6978 and 209/3847, Leasehold Titles.
- ✓ The registered owners are Agricultural Development Corporation and Agricultural Finance Corporation.
- ✓ The commercial building was opened in 1967.
- ✓ It comprises two towers, one with sixteen floors and the other thirteen floors including the ground floor and, two basement levels.
- ✓ The total built up area is approximately 190,000square feet.
- ✓ The total lettable area is approximately 131,000square feet housing about two hundred(200no.) tenants most of whom occupy small spaces of between 200 and 300square feet engaging in various trades and businesses.
- ✓ The building is connected to the national power grid and has a 830kva standby back-up generator.
- ✓ The building is served by five(5no.) electric passenger lifts manufactured in Switzerland in 1996 each with a carrying capacity of 1200kg.
- ✓ The average monthly electricity consumption is 65,000kwh.
- ✓ The large tenants on the ground floor, who include Naivas Supermarket, Medallion Steakhouse, Cleanway Drycleaners, Polo Restaurant and Vesba Eating House have their electrical power directly metered to KPLC.
- ✓ The lift machine room has four air conditioners of 60,000BTU/h each. Other tenants also do have air conditioners used in database server rooms.
- ✓ The building has four(4no.) domestic water booster pumps, two(2no.) sprinkler pumps and four(4no.) sump pumps of various capacities.

SECTION IV - TECHNICAL PROPOSAL (TP)

A. Notes on the Preparation Technical Proposal

The Technical Proposal shall be prepared and submitted by the bidder.

It shall contain the following:-

- (a)** A brief description of the firm/bidder's profile including a brief outline of any recent experience or assignment of a similar nature.
- (b)** Any comments or suggestions on the Terms of Reference.
- (c)** A list of service and facilities requested to be provided by the procuring entity.
- (d)** A detailed description of the proposed methodology and work plan for performing the proposed assignment.
- (e)** The list of staff team by specialty, their C.Vs, the tasks that would be assigned to each staff member and their timing.
- (f)** Any additional information requested in the special conditions of contract.

B. PROPOSAL SUBMISSION FORM

(_____ *date*)

To: _____ (*Name and address of client*)

Ladies/Gentlemen

We, the undersigned, offer to provide Energy Audit services for Development House, Moi Avenue, Nairobi 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 envelop)–*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 Signature*)

_____ (*Name of the Firm*)

_____ (*Address*)

SECTION V - FINANCIAL PROPOSAL (FP)

Notes on the Preparation Financial Proposal

The financial proposal shall be prepared and submitted by the individual bidder. It shall contain the following.

- i) Submission letter indicating **Total Fees in Kenya Shilling**
- ii) Summary of costs
- iii) Breakdown of fees per activity
- iv) Breakdown of reimbursable costs/expenses per activity
- v) Miscellaneous expenses

N/B: THE **TOTAL** QUOTED AMOUNT SHOULD BE INCLUSIVE OF ALL APPLICABLE TAXES

SECTION VI: STANDARD FORMS

FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

- 1.** Having examined the tender documents including Addenda Nos.[*Insert numbers,*] of which is hereby duly acknowledged, we, the undersigned, offer to provide

.....
[*Description of services*]

- 2.** In conformity with the said tender documents for the sum of

.....[*total tender amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

- 3.** We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
- 4.** If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Entity.
- 5.** We agree to abide by this Tender for a period of days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 6.** Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2021

.....[*signature*]

.....[*In the capacity of*]

Duly authorized to sign tender for and on behalf of

.....

FORM OF TENDER SECURITY

WHEREAS.....(hereinafter called "the Tenderer")
has submitted his tender dated.....for the works of
.....

.....(name of Contract)

KNOW ALL PEOPLE by these presents that

WE..... having our

registered office at.....(hereinafter called "the Bank or insurer"),
are bound unto

(hereinafter called "the Employer" in the sum of

Kshs:100,000/= for which payment well and truly to be made to the said Employer, the Bank/insurer bind itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank/insurer thisDay of.....20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers.

Or
2. If the tenderer, having been notified of the acceptance of this tender by the Employer during the period of tender validity:
 - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

This guarantee will remain in force for a period of 150 days from the date of tender opening, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name:

Location of business premises;

Country/Town..... Plot No..... Street/Road
.....

Postal Address..... Tel No.....

Nature of Business.....

Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any time: Ksh.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin..... Citizenship details
.....

Part 2 (b) – Partnership

Give details of partners as follows:

| | Name in full | Nationality | Citizenship Details | Shares |
|-----------|---------------------|--------------------|----------------------------|---------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

LITIGATION HISTORY

Name of Service Provider:

Contractors/Suppliers should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

| Year | Award for or against | Name of Client cause of litigation And matter in dispute | Disputed Amount (Current value Ksh. Equivalent) |
|-------------|-----------------------------|---|--|
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| | | | |

Date:

Signature of Candidate: -----

INTEGRITY DECLARATION

I/We/Messrs.....of.....Street/Avenue,
.....Building,P. O. Box.....Code,
of..... (Town), (Nationality),Phone..... E-mail
.....declare that Public Procurement is based on a free and
fair competitive tendering process which should not be open to abuse.

I/We/Messrs'.....declare that I/We will
not offer or facilitate, directly or indirectly, any inducement or reward to any public officer,
their relations or business associates, in connection with

Tender name:

Tender No.

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this..... Dayof..... 20.....

Authorized Signature.....Official Stamp.....

Name and Title of Signatory.....

NON-DEBARMENT STATEMENT FORM

I/We/Messrs.....of.....
Street/Avenue,.....Building, P. O. Box.....Code
....., Of.....(town), (Nationality), Phone:
..... E-mail..... Declare that
I/We/Messrs..... are not debarred from participating
in Public procurement by the Public Procurement Oversight Authority pursuant to section 41 of
the Public Procurement and Disposal Act, 2015.

Dated thisday of 20.....

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory.....

Appendix A: Additional Information

The following information for procurement of energy audit services shall complement or amend the provisions of the information to the bidders, wherever there is a conflict between the provisions of the information to the bidders and the provisions of the Appendix, the provisions of the Appendix herein shall prevail over those of the information to Bidders

1. Clause Reference

a. The name of the Client is: **Agricultural Development Corporation & Agricultural Finance Corporation**

b. The method of selection is: **Request for Proposal**

c. Technical and Financial Proposals are requested: **yes....**

d. The name, objectives, and description of the assignment are:-

To Provide Energy Audit Services for Development House, Moi Avenue, Nairobi as per the Terms of Reference and in accordance with The Energy (Energy management) Regulations, 2012, of the Laws of Kenya.

e. Pre-proposal conference will be held: **No**

f. The name(s), address(es) and telephone number of the Client's official(s) are:-

Rose Kinyua
Property Manager,
Development House, 2nd Floor (Old Wing)
Room 9 & 10,
Moi Avenue
P.O. Box 47101 – 00100 GPO
Nairobi

Tel: 020 2220646, 020 3272000, 020 2250695

Cell: 0722659799

Email: rakinyua@gmail.com

g. The Client will provide the following inputs:

i. Liaison Person(s) for purpose of the assignment.

2. Taxes: *(Specify firm's liability: nature, sources of information)*

3. Bidders must submit an original and **Two (2)** additional copies of each proposal.

4. The proposal submission address is:

**The Chairman,
ADC/AFC Development House
P.O. Box 47101 – 00100 GPO
Nairobi
Tel: 020 2220646/020 2250695
Email: procurement.developmenthouse@gmail.com**

- 5.** Information on the outer envelope should also include: **Tender No. ADC/AFC/03/2021**
- 6.** Proposals must be submitted no later than the following date and time:-
9th June, 2021 at 12.00pm.
- 7.** The address to send information to the Client is:

**The Chairman,
ADC/AFC Development House,
2nd Floor, Room 10, Development House
Moi Avenue
P.O. Box 47101 – 00100 GPO
Nairobi**

Or submit to the Tender Box situated on 2nd Floor, outside Room 10, Development House, along Moi Avenue.

- 8.** The minimum technical score required to pass is **75 (out of 100)**.
- 9.** The weights given to the Technical and Financial Proposals are:

T=_____ **(0.7 to 0.9)**

P=_____ **(0.3 to 0.1)**

- 10.** An activity plan will be developed and agreed on with the selected firm.

11. FIRM'S REFERENCE

Relevant services carried out in the last five years that best illustrate the firm's qualifications

Using the format below, provide information on which assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

| Assignment | Country |
|--|--|
| Location within Country | Professional Staff provided by your Firm/Entity(profiles): |
| Name of Client | Clients contact person for the assignment |
| Address | No of Staff-months: Duration of Assignment |
| Start Date(month/Year: Completion Date (Month/Year | Approx. Value of Service (Ksh) |
| Name of Associated firm if any | No of Months of Professional Staff provided |
| Name of Senior (Project Director/Coordinator, Team Leader) involved and Functions performed. | |
| Narrative Description of Project | |

Organization's Name: _____

Name and Title of Signatory: _____

NB: The organization to which services were provided should endorse as required (Name and title of the signatory, signature and official rubber stamp.

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

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

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

14. TEAM COMPOSITION AND TASK ASSIGNMENTS

16.1 Technical/Managerial Staff

| Name | Position | Task |
|------|----------|------|
| | | |
| | | |
| | | |
| | | |

16.2 Support Staff

| Name | Position | Task |
|------|----------|------|
| | | |
| | | |
| | | |
| | | |
| | | |

15. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

(Give an outline of staff member’s experience and training most pertinent to tasks on assignment.)

Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations)

Education:

(Summarize College/University and other specialized education of staff member, giving names of schools, dates attended and degree(s) obtained.)

Employment Records:

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, titles of positions held, and locations of assignments.)

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

Date: _____
(Signature of staff member)

Date: _____
(Signature of authorized representative of the firm)

Full name of staff Member: _____

Full name of authorized representative: _____

16. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the form of a bar chart) (Substitute months for weeks if appropriate)

| Name | Position | Reports due activities | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | No. of months |
|------|----------|------------------------|---|---|---|---|---|---|---|---|---|----|----|----|---------------|
| | | | | | | | | | | | | | | | |

Reports Due: _____

Activities Duration: _____

Signature: _____
(Authorized representative)

Full Name: _____

Title: _____

Address: _____

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of Tenderer]

(hereinafter called "the Tenderer") has undertaken, in pursuance of Contract No. _____ [reference number\of the contract] dated _____ 20 ____ to

.....

[Description of works](Hereinafter called "the contract")

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

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

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

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

This guarantee is valid until the _____ day of 20.....

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)