Kenyatta National Hospital

REQUEST FOR PROPOSALS

FOR

INVESTMENT GRADE ENERGY AUDIT

KNH/RFP/02 /2019-2020
SECTION A:- LETTER OF INVITATION

RE: REQUEST FOR PROPOSALS FOR INVESTMENT GRADE ENERGY AUDIT.

TENDER NO: KNH/RFP/02/2019-2020

Kenyatta National Hospital invites proposals to provide above services as provided in the Terms of Reference.

The RFP includes the following documents:

Section A - Letter of Invitation
Section B - Information to Consultants
Section C - Technical Proposal; Standard forms, Methodology
Section D - Financial Proposal
Section E - TOR, Scope
Section F - Standard Contract Form

Please inform us, upon receipt:

(a) That you have received the letter of invitation; and mandatory requirements as listed below:-

1. Submission of two Tender documents securely bound and clearly marked original and copy, book bound. **Technical and financial for each of the two documents must be in separate envelope.** No loose or stapled documents will be accepted.

2. All pages of both (Original & Copy) documents must be serialized by the tenderer.

3. Original Bid Bond provided and valid for 150 days from date of tender opening value of bid bond of Kshs. 100,000/- amount inclusive of all the taxes and duties( to be attached on technical proposal).

4. Business questionnaire duly complete signed and stamped including declaration of conflict of interest and declaration that tenderer is not be barred from participating in procurement proceedings

5. Copy of Tax Compliance Certificate/exemption certificate

6. Certificate of Incorporation/evidence of registration whichever is applicable

The Hospital invites Request for Proposal from interested firms in Investment Grade Energy Audit.
Interested qualified consortia comprising the above disciplines are invited to apply to respond to the request for proposal, indicating the individual consultancy firms forming the consortium and their respective areas of competency, qualifications and experience, as follows:-

a) Company profile and certificate of incorporation
b) Certificate of registration by recognized professional body
c) Current certificate of Tax Compliance from KRA
d) Current practicing license
e) Audited accounts for the last 3 years
f) A brief description of how the consortium intends to carry out the assignment

Proposal document can be obtained from the office of the Deputy Director, Supply Chain Management located at the Hospital’s Main Administration Block Room 6 from Monday to Friday between 9.00 a.m. to 4.00 p.m. upon payment of a non-refundable fee of Kshs. 1,000.00 per document in the form of Cash, Bankers Cheque or Money order made payable to Kenyatta National Hospital. Alternatively tender documents with detailed specifications and all conditions are obtainable from the KNH Website, (www.knh.or.ke or www.tenders.go.ke) Public Procurement Information Portal free of charge. Bidders are required to download the tender documents from the said websites and immediately email their names and contact details (cell phone number, email address and company name to procurement@knh.or.ke or procurementknh@gmail.com) for records and communication of any tender clarifications and addenda. The proposal to be submitted in plain sealed envelopes marked “Request for Proposal for Investment Grade Energy Audit addressed to:-

CHIEF EXECUTIVE OFFICER
KENYATTA NATIONAL HOSPITAL
P. O. BOX 20723 - 00202,
NAIROBI.

Opening of submissions will be conducted publically thereafter at a venue to be advised by the opening committee and tenderers and or their representative are invited to attend.

These should be returned within and deposited in the Tender situated at the main entrance of Administration Block on or before 31/07/2019 at 10.00am. All submitted documents MUST have their pages serialized by the tenderer.

CHIEF EXECUTIVE OFFICER
SECTION B: INFORMATION TO CONSULTANTS

1. Introduction

Kenyatta National Hospital “A” will select a consortium among those invited to submit a proposal, in accordance with the method of selection detailed under this section.

The consultants are invited to submit a Technical Proposal and a Financial Proposal for the assignment as indicated in the letter of invitation.

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 ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

The Client will provide the inputs specified in Appendix “A” assist the firm in obtain licenses and permits needed to carry out the services and make available relevant project data and reports.

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 direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.

2. Clarification and Amendment of RFP Documents

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 papermail, cable, telex, facsimile or electronic mail to the Client’s address indicated in Appendix “A”. 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 inquiry) to all invited consultants who intend to submit proposals.
At any time before the submission of proposal, the client may for any reason, whether at his own initiative or in response to 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.

3. Preparation of Proposals

Technical Proposal

The Consultants proposal shall be written in English language.

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.

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 other consultants invited for this assignment. Any firms associating in contravention of this requirement shall automatically be disqualified.

(ii) For assignment on a staff-time basis, the estimated number of professional staff-months is given in Appendix “C”. The proposal shall however be based on the number of Professional staff-months estimated by the firm.

(iii) It is desirable that the majority 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 “A”, preferably working under conditions similar to those prevailing in Kenya.

(v) Alternative professional staff shall not be proposed and only one curriculum vitae may be submitted for each position.

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.

Prerogative

(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 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 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 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”.

The Technical Proposal shall not include any Financial information.

Financial Proposal

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 of the staff; and; (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), 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.

The Financial Proposal should clearly identity as a Separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the subconsultants and their personnel, unless Appendix “A” specifies otherwise.

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

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.

The Proposal must remain valid for 30 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 who do not agree have the right not extend the validity of their proposals.

4. Submission and Receipt Of Proposals

The original proposal (Technical Proposal and, Financial Proposal; see para. 1.2) shall in indelible ink. It shall contain no interlineations 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.

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.

The original and 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 Appendix “A” and be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.” All pages of these documents must be serialized.

The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and dated stated in Appendix “A”. Any proposals received after the closing time for submission for proposals shall be returned to the respective consultant unopened.

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 until all submitted proposals are opened publicly.
5. Proposal Evaluation

**General 5.1**  The bidders must satisfy all the prequalification conditions before the technical proposals are evaluated.

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 Appendix “A”. Any effort by the firm to influence the Client in the proposal comparison or award decisions may result in the rejection of the consultant’s proposal.

Evaluators of technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**Evaluation of Technical Proposals 5.3**  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) Specific experience of the consultancy firm related to the assignment  (35)

(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of reference.  (35)

(iii) Qualifications and competence of the key staff for the assignment  (30)

**Total Points**  100

Each responsive proposal will be given a
Technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the terms of reference or if it fails to achieve the minimum technical score indicated in Appendix “A”

Public Opening 5.4 After Technical Proposal evaluation, the
And Evaluation of Financial
Proposals

Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and terms of Reference Indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening ceremony is open to those consultants who choose to attend. The opening date shall not be soon after technical Evaluation. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

The Financial Proposals shall be opened publicly in the presence of the consultants’ representative who choose to attend. The name of the consultant, the technical scores and proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

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.

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 at 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 the sub-
clause are applied. Details of such proof shall be
attached by the Consultant in the Financial Proposal.

5.8 The formulae for determining the Financial
Score \((S_f)\) shall, unless an alternative formulae is
indicated in Appendix “A”, be as follows:

\[
(S_f) = 100 \times \frac{F_m}{F}
\]

where \(S_f\) is the financial score; \(F_m\) 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 \((S_t)\) and
financial \((S_f)\) scores using the weights \((T=\text{the weight}
given to the Technical Proposal}; P = \text{the weight given to
the Financial Proposal}; T + P = 1) indicated in the
Appendix. The combined technical and financial
score, \(S\), is calculated as follows:

\[
S = S_t \times T\% + S_f \times P\%.
\]

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

6. Negotiations 6.1 Negotiations will be held at the same address
as “address to send information to the
Client” indicated in Appendix “A”. The aim is
to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of 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.
Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

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.

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 receives the second highest score to negotiate a contract.

7. Award of Contract

7.1 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.

7.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

8. Confidentiality

8.1 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.
& 2.1 The name of the Client is: Kenyatta National Hospital

The method of selection is: **Quality and Cost based selection (QCBS)**

Technical and Financial Proposals are requested: Yes √  No

The name, objectives, and description of the assignment are: as per Terms of Reference.

A pre-proposal conference will be held: Yes  No  [if yes indicate date, time and venue]

The name (s), address (es) and telephone numbers of the Client’s official (s) are: Supplies and Procurement Manager P.O. Box 20723 KNH NAIROBI.

The Client will provide the following inputs: As per terms of reference

3.3(ii) The estimated number of professional staff months required for the assignment is: ............... months.
[iv] The minimum required experience of proposed professional staff is as per schedule

(vii) Training is a specific component of this assignment:
    Yes____No _______ [Information provided in the terms of reference]

3.7 Taxes: [Specify firm's liability: nature, sources of information]:

    N/A

Consultants must submit an original and 1 additional copy of each proposal.

The proposal submission address is: **Chief Executive Officer KNH Box 20723 KNH 00202**  
Information on the outer envelope should also include: **P.O Box 20723 KNH, Nairobi**  
Email: **procurementknh@gmail.com**  
Telephone

Proposals must be submitted not later than the following date and time: **31/07/2019** at 10.00 am.

5.1 The address to send information to the Client is: **Chief Executive Officer, Kenyatta National Hospital, P.O Box 20723 KNH.**

5.3 The minimum technical score required to pass: **75 points**  
The weights given to the Technical and Financial Proposals are:

T=80 (0.80)
F=20 (0.10)

The assignment is expected to commence on date to be agreed.
SECTION D – TECHNICAL PROPOSAL – STANDARD FORMS

These forms shall include;

i) Firm’s references

ii) Comments and suggestions of Tenderers on the Terms of References and data, services and facilities to be provided by the Client.

iii) Description of the methodology and work plan for performing the assignment.

iv) Team composition and task assignments.

v) Format of curriculum vitae (CV) for proposed professional staff.

vi) Time schedule for the professional personnel.

vii) Activity (work) schedule.

viii) Tender security form
APPENDIX A

(i) FIRMS REFERENCES

Relevant Training/performance management previously carried out that best illustrate qualifications.

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

<table>
<thead>
<tr>
<th>Assignment Name;</th>
<th>Country</th>
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<tbody>
<tr>
<td>Location within country</td>
<td>Professional Staff provided by your Firm/Entity (profiles)</td>
</tr>
<tr>
<td>Name of Client</td>
<td>No. Of staff</td>
</tr>
<tr>
<td>Address</td>
<td>No. of staff-months, Duration of assignment</td>
</tr>
<tr>
<td>Start date (month/year) Completion date (month/year)</td>
<td>Approx. value of Services (Kshs.)</td>
</tr>
<tr>
<td>Name of Associated Consultants if any</td>
<td>No. of months of Professional Staff provided by Associated Consultants</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and functions performed</td>
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<tr>
<td>Narrative description of project</td>
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<tr>
<td>Description of Actual Service provided by your staff</td>
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</table>

Firm’s name_________________________

Name and title of signatory_____________________
(ii) COMMENTS AND SUGGESTIONS OF TENDERERS 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.
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6.
7.

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

1.
2.
3.
4.
5.
6.
7.
8.

(iii) DESCRIPTION OF THE SCOPE, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
### 1. Technical / Management Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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### 2. Support Staff

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<th>Name</th>
<th>Position</th>
<th>Task</th>
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</table>
(v) FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL

Proposed Position______________________________

Name of Firm______________________________

Name of Staff______________________________

Profession______________________________

Date of Birth______________________________

Nationality______________________________

Years with Firm______________________________

Membership of 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 dates and location.

__________________________________________________________

**Education**

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

__________________________________________________________

**Employment Record**

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 organizations, titles of positions held and locations of assignments.

__________________________________________________________

**Certification**

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

Signed of staff member________________________date________________________

Signature of authorized representative of firm____________date________________________

Full name of staff member______________________________________________________

Full name of authorized representative____________________________________________
VI) TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Appendix C

Weeks  (in the form of a bar chart)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports due/Activities</th>
<th>1</th>
<th>2</th>
</tr>
</thead>
</table>

Reports Due.............................................

Activities Duration.................................

Signature ...............................................Authorized representative

Full Name...............................................
(Vii) Activity (work) Schedule

1. Field investigation and study items

(1st 2nd etc are weeks from start of assignment)

<table>
<thead>
<tr>
<th>Activity (work)</th>
<th>1st</th>
<th>2nd</th>
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</table>

2. Completion and submission or report.
<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
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<tbody>
<tr>
<td>1. Inception Report</td>
<td></td>
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<tr>
<td>2. Interim Progress Report</td>
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<tr>
<td>a) First status Report</td>
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<tr>
<td>b) Second Status Report</td>
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<tr>
<td>3. Draft Report</td>
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<td>4. Final report</td>
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Section D: FINANCIAL PROPOSAL

(a) **SUMMARY OF COSTS**

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency</th>
<th>Amount ($)</th>
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<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
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<tr>
<td>Total Tender sum</td>
<td></td>
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</tbody>
</table>

(b) **BREAKDOWN OF REMUNERATION PER ACTIVITY**

Activity No. __________________________ Name __________________________

<table>
<thead>
<tr>
<th>Names</th>
<th>Position</th>
<th>Input (Staff months, days or hours as appropriate)</th>
<th>Remuneration rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Staff</td>
<td></td>
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<tr>
<td>i)</td>
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<tr>
<td>ii)</td>
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<tr>
<td>Consultants</td>
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<td></td>
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<tr>
<td>Grand Total</td>
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</table>
SECTION E: TERMS OF REFERENCE

1) EXECUTIVE SUMMARY

We would appreciate receiving a written proposal from you, comprising both technical and financial components for the following assignment.

2) BACKGROUND AND PURPOSE OF THE ASSIGNMENT

Kenyatta National Hospital (KNH) was established in 1901 with a capacity of 40 beds. The Hospital operated as a department of the Ministry of Health until 1987 when its status changed to a State Corporation through Legal Notice No. 109 of 6th April 1987. Over the years KNH has grown to its present capacity of 2,000 beds and attends to an annual average of 70,000 inpatients and 500,000 outpatients.

KNH is the public hospital of choice in Kenya and beyond. It offers quality specialised health care to patients from the Great Lakes Region, Southern and Central Africa. These services include open heart surgery, neurosurgery, orthopaedic surgery, reconstructive surgery, burns management, critical care services, new born services, ophthalmology (cornea transplant), oncology, palliative care and renal services (including kidney transplantation), among others.

The Hospital provides training facilities for the University of Nairobi (College of Health Sciences) and the Kenya Medical Training College (KMTC). The institution also works closely with the Kenya Medical Research Institute (KEMRI), Government Chemist, National Radiation Protection Board, National Public Health Laboratories Services (NPHLS), National AIDS and STIs Control Programme (NASCOP), National AIDS Control Council (NACC), National Blood Transfusion Services (NBTS) and African Medical and Research Foundation (AMREF), among others.

Objective

As part of the strategy to strengthen the organization’s capabilities,

KNH wishes to invite qualified firms and request them to submit a proposal for an investment grade audit covering Electrical and mechanical systems in the hospital complex. Your proposal could form the basis of a contract between your firm and the Hospital.

The objective of this assignment is to assist the Hospital identify Energy saving and energy efficiency measures resulting in demonstrable economic and environmental benefits.

The specific objectives include:

- Increased energy savings in industry;
- Adoption of renewable energy sources.
- Environmental benefits in terms of carbon dioxide emission reductions;

ANNEX I

Manner of submission
1. Your proposal shall be prepared in the English Language
2. Your proposal shall comprise the following separately bound documents in one envelope:
a) Technical component and
b) Financial (price component)
3. Your proposal shall be prepared in one copy, please insert dates and address as necessary Content of Proposal
i) Technical Component
a) Copy of Company’s certificate of incorporation. Where joint venture is applicable, the signed memorandum of the joint venture to be included in the bid documents.
b) Description of the firm and the firm’s qualifications;
c) Valid Certified Energy Manager (CEM) certificate or an equivalent qualification of key personnel(s) of the energy audit team.
d) Valid Energy Regulatory Commission (ERC) license to conduct Investment Grade audits.
e) Valid CMVP Certificate or an equivalent qualification of key personnel(s) of the energy audit team.
f) Understanding of the requirements for services, including assumptions;
g) Proposed approach and methodology;
h) Timing of activities and reports (Being a critical component as time is of essence);
i) Outputs, including how to measure those outputs;
j) Proposed team structure;
k) Proposed project team members.
l) List of similar projects undertaken by your organization for reference

ii) Financial (Price Component)
The price component shall have a cover letter wherein your firm/institution’s authorized representative affirms the following:
a) A summary of the price;
b) Break-up of the cost build up
c) The period of its validity;
d) Cost of an Investment grade energy audit.
e) Statutory KRA PIN and VAT certificate copies
In addition, the price component must cover all the services to be provided and must itemize the following:
a) Unit and total fees per person for each team member to be assigned to the mission in the field and a rate for his/her work at the office, if any.
b) Other costs if any (indicating nature and breakdown)
c) Taxes

Mandatory Documents Required:
1. Copy of company VAT registration Certificate
2. Copy of company PIN certificate
3. Tax Compliance certificate
4. True copies of valid certified energy Auditor/Manager Certificate or equivalent certifications.
5. Valid Energy Regulatory Commission (ERC) license to conduct Investment Grade Audits.
Payment terms (provisions) KNH’s policy is to pay for contractual services based on performance of contractual services rendered. For this task, KNH intends to make all payments upon satisfactory completion of the assignment
ANNEX II
Terms of Reference For Investment grade energy audit

Introduction
The Government of Kenya through the Ministry of Energy & Petroleum (MOEP) Under the provisions of the energy Act 2006, and in view of vision 2030 is keen to support efforts towards implementation of energy efficiency in industry. The energy audits will assist manufacturers and facility Owners reduce energy costs through increased energy efficiency, thereby increasing profits, increasing employment opportunities, creating more wealth and alleviating poverty. In addition, this exercise will help reduce greenhouse gas emissions and thus contribute to mitigation to climate change.

What is Investment grade energy audit?
The investment grade audit (IGA) is more detailed energy audit. It expands on a general energy audit through the inclusion of an energy balance; a life cycle analysis of savings and costs of each recommended energy saving measure; specification of the method of performance verification based on the International performance measurement and verification protocol (IPMVP). Utility bills are collected for a 12 to 36 month period to allow the auditor evaluate the facility's energy/demand rate structures, and energy usage profiles.
In-depth interviews with facility operating personnel are conducted to provide a better understanding of major energy consuming systems as well as insight into variations in daily and annual energy consumption and demand. Additional metering of specific energy consuming systems is often performed to supplement utility data. Sufficient detail is provided to justify project implementation.

Objective
The objective of this assignment is to assist Kenyatta National Hospital identify Energy saving and energy efficiency measures resulting in demonstrable economic and environmental benefits.
The specific objectives include:

- Increased energy savings in the facility;
- Compliance with Energy ACT 2006 and its regulations
- Environmental benefits in terms of carbon dioxide emission reductions;

Activities
The activities will include:
1. Establishing a working relationship with the selected facilities and collection of requisite data from them;
2. Desk study of the energy consumption and billing profiles of the Hospital
3. Establishment of baseline conditions in terms of energy consumption and production;
4. Identification of energy saving measures, including justification for further pursuit of such measures.
5. Thorough spot measurements and monitoring of parameters to generate bankable data for detailed engineering design
6. Detailed financial engineering with comprehensive financial analysis statement.
7. Presentation of results to KNH management;
8. Justification for each measure recommended.

Deliverables to KNH
1. A work Schedule for the activities, in the form of a Gantt chart in MS project;
2. Desk study report of the energy consumption and billing profiles of the selected enterprise
3. Hold in-depth consultations with relevant personnel of the participating enterprise
4. Conduct field-testing, measurements and operational trials as necessary
5. Energy consumption vs. production baseline conditions established based on historical data;
6. Carry out detailed technical and financial analysis on the identified energy efficiency measures to determine energy saving potential and investment requirement for each measure based on detailed implementation cost
estimate and advise on viability. A complete Life cycle assessment to be carried out indicating projected savings and expenses for each recommended measure. Note that the financial justification must be according to the clients own criteria for accepting projects, e.g. if a client only accepts projects with an IRR of 15%, only measures meeting that criterion will be considered.

7. Sufficient detail is provided on opportunities for identified Energy Efficiency measures so as to justify project implementation,
8. An energy balance for the hospital
10. Power point presentation of findings to KNH management.
11. Submission: The results of findings and recommendations are summarized in a final report with detailed descriptions of each identified energy saving measure.
APPENDIX B: REPORTING REQUIREMENTS

1. **Reporting System and time schedule:** In performing the consultancy services, the consultants shall report to the Chief Executive Officer/Director, KNH but shall liaise closely with the Project Implementation Team (PIT), SAD (T.S.) Project Manager and Hospital Engineer on all technical matters. The Lead Consultant shall in close consultation with the three arrange consultative meetings with all consultants.

2. **Time Scheduling:** It is anticipated that the whole exercise will take approximately **10 months.** The consultants shall carry out and complete the services in accordance with the agreed time schedule:

   - Monthly progress reports must be submitted to the Hospital.
   - The consultants must submit an inception report at the time shown in their activity Work Plan schedule.
   - The consultants should submit their interim report/preliminary planning report at the time shown in their activity Work Plan schedule (five copies).
   - The consultants should submit their detailed planning report at the time shown in their activity Work Plan schedule (five copies).
   - The consultants should submit their final report at the time shown in their activity Work Plan schedule (five copies).
## SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>COSTS</th>
<th>CURRENCY</th>
<th>AMOUNT (KSHS.)</th>
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</thead>
<tbody>
<tr>
<td>Remuneration</td>
<td>Kshs.</td>
<td></td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
<td>Kshs.</td>
<td></td>
</tr>
<tr>
<td>Miscellaneous expenses</td>
<td>Kshs</td>
<td></td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>Kshs.</strong></td>
<td></td>
</tr>
<tr>
<td>Taxes (16% VAT)</td>
<td>Kshs.</td>
<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>Kshs.</strong></td>
<td></td>
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</tbody>
</table>
APPENDIX E: SERVICES AND FACILITIES PROVIDED BY CLIENT

1. **Documents:** The hospital shall furnish the Consultant with all documents relevant to the proposed consultancy. Such documents shall comprise, but not be limited to, reports on studies of the health sector in the Republic of Kenya, Kenyatta National Hospital current Strategic Plan, any available drawings, data and records.

2. **Coordination, Liaison and Assistance:** The Executing Agency, PIT (Project implementation Team), shall be responsible for liaison between the Consultant and the funding agency; monitoring maintaining communications with the funding agency. The Consultant shall be directly accountable to PIT throughout the implementation of the consultancy assignment.

3. **Adequate representation in consultative meetings:** The client will ensure adequate representation in all scheduled meetings.

4. **Any other information available:** The client will make available to the consultant any other available information that is relevant to provision of consultancy services for the project.
SECTION F: FORM OF CONTRACT

This Agreement, [hereinafter called “the contract”) is entered into by and between registered office is situated at / [insert “Consultant’s name] of/or whose registered office is situated at [insert Consultant’s address] (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the services specified in Appendix A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract.

(ii) The Consultant shall provide the personnel listed in Appendix B, “Consultant’s Personnel,” to perform the Services.

(ii) The Consultant shall submit the Client the reports in the form and within the time periods specified in Appendix C “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing on [Insert starting date], or any other period (s) as may be subsequently agreed by the parties in writing.
3. **Payment**

   A. **Ceiling**

   For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to exceed (Insert amount). This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

   B. **Schedule of Payments**

   The schedule of payments is specified below (Modify in order to reflect the output required as described in Appendix C.)

   Kshs (Insert amount) upon the Client’s receipt of a copy of this Contract signed by the Consultant;
   Kshs (Insert amount) upon the Client’s receipt of the draft report, acceptable to the Client; and Kshs (Insert amount) upon the Client’s receipt of the final report acceptable to the Client.

   C. **Payment Conditions**

   Payment shall be made in Kenya Shilling unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. 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.

4. **Project**

   A. **Coordinator**

   **Administration**

   The Client designates The Personnel and Training Manager [Insert name/as Client’s Coordinator; the Coordinator will be responsible for the coordination of activities under this...
Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment

B. Reports

The reports listed in Appendix C, “Consultant’s Reporting Obligations”, shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

5. Performance

Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the proprietary or confidential information relating to the Services, this Contract or the Client’s business or operations without the prior written consent of the Client.
7. **Ownership of Material**

Any studies, reports or other related material, graphic, software or otherwise prepared by the Consultant for the Client under Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

8. **Consultant**

The Consultant agrees that during the term of this Contract, **Not to be** Consultant and any entity affiliated with him/her shall be disqualified from providing goods, works or services and any continuation thereof for any Project resulting from or closely related to the Services.

9. **Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. **Assignment**

The Consultant shall not assign this Contract or subcontract any portion of it without the Client’s prior written consent.

11. **Law Governing**

The Contract shall be governed by the laws of **Contract and Kenya** and the language of the Contract shall be **English Language**.

12. **Dispute**

Any dispute arising out of the Contract which cannot be amicably settled between the parties
Shall be referred by either party to the arbitration

And final decision of a person to be agreed between

the person to be agreed between the parties. Failing

agreement to concur in the appointment of an Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators Kenya branch, on the request of the applying party.

FOR THE CLIENT

Full name;______________________________

Title:______________________________

Signature;______________________________

Date;______________________________

FOR THE CONSULTANT

Full name;______________________________

Title:______________________________

Signature;______________________________

Date;______________________________
10.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) (Whichever applied to your type of business) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form.

<table>
<thead>
<tr>
<th>Mandatory</th>
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<tbody>
<tr>
<td><strong>Part 1 – General:</strong></td>
</tr>
<tr>
<td>Business Name</td>
</tr>
<tr>
<td>Location of business premises.</td>
</tr>
<tr>
<td>Plot No………………………………………………….. Street/Road</td>
</tr>
<tr>
<td>Postal Address ……………………………….. Tel No. ………………..company Mobile ………………..</td>
</tr>
<tr>
<td>E mail address…………………………..Contact Person ………………….Mobile……………….</td>
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<tr>
<td>Nature of Business,………………………………………………………………………………………….</td>
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<tr>
<td>Registration Certificate No. ……………………………………………………………………...</td>
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<tr>
<td>Maximum value of business which you can handle at any one time – Kshs. ………………….</td>
</tr>
<tr>
<td>Name of your bankers …………………………………………….. Branch. ...............................</td>
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</tbody>
</table>

<table>
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<tr>
<th>Complete part 2(a), 2(b) or 2(c)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part 2 (a) – Sole Proprietor</strong></td>
</tr>
<tr>
<td>Your name in full ……………………………………………….. Age …………………………</td>
</tr>
<tr>
<td>Nationality ……………………………. Country of origin ……………………………………</td>
</tr>
<tr>
<td>• Citizenship details</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows:</td>
</tr>
<tr>
<td>Name</td>
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<td>1………………………………………………………………………………………………..</td>
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<td>2………………………………………………………………………………………………..</td>
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<td>4………………………………………………………………………………………………..</td>
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<td>5………………………………………………………………………………………………..</td>
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</table>
Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company: Nominal Kshs. ……………………………..  
Issued Kshs. ……………………………..

Given details of all directors as follows

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Shares</th>
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<tbody>
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<td>1...</td>
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<td>5...</td>
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NB: If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

Mandatory

Part 3 (a) – Pursuant to section 33(1) and 33(2) of the public procurement Assets and Disposal Act 2015 and section 26 of the Regulations 2006. This must be signed by all Directors Partner(s) /Sole Proprietor of the Company

1/we the Director(s) of Company/Firm ……………………………………………………………………………… hereby declare that I/we are not a board member, employee or even a relative to any employee of Kenyatta National Hospital.

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Signature</th>
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**Mandatory**

Part 3(b) Public Procurement & Assets Disposal Act 2015 and section 26 of the Regulations 2006. Pursuant to section 115 of the Public Procurement and Disposal Act 2005, I/ we the Directors/Partners/Sole Proprietor of this Company/Firm………………………………………………..confirm that company /Firm ………………………………………………………….has not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

<table>
<thead>
<tr>
<th>Name</th>
<th>Nationality</th>
<th>Citizenship Details</th>
<th>Signature</th>
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Sign ………………..Date ……………………………Stamp………………….
7.1 TENDER SECURITY FORM

Whereas ............................................ [name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated ............ [date of submission of tender] for…………………………………………. [name and/RFP] (hereinafter called “the Tender”) ................................ KNOW ALL PEOPLE by these presents that WE..................................... of ……………………………………………. having our registered office at ……………… (hereinafter called “the Bank”), are bound unto ............... [name of Procuring entity} (hereinafter called “the Procuring entity”) in the sum of ............................................. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this___day of 20__.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

________________________________________

[signature of the bank]
(Amend accordingly if provided by Insurance Company)